

REQUEST FOR PROPOSAL

**STATE OF IOWA
JUDICIAL BRANCH**

**COURT DEBT COLLECTION SERVICES PROVIDED BY LAW FIRMS
RFP NO. 2010-100**

May 4, 2010

Section 1 Introduction

1. Introduction

1.1 Purpose

This Request for Proposals (RFP) solicits proposals from Responsible Law Firms to collect Assigned Court Debt for the Iowa Judicial Branch. The Judicial Branch intends to award a contract to a Responsible Law Firm to collect Assigned Court Debt throughout Iowa.

1.2 Definitions

For purposes of this RFP, the following terms mean:

1.2.1 “Assigned Court Debt” means Court Debt that has been delinquent for one year or more and that: (a) is not being collected by county attorneys, (b) is not subject to an existing payment plan or (c) does not arise from confidential cases. In addition, Assigned Court Debt may include other Court Debt that the Judicial Branch assigns to the Law Firm that arises from changes in law or Judicial Branch policy.

1.2.2 “Court Debt” means all fines, penalties, court costs, fees, forfeited bail, and any other debt as defined in Iowa Code § 602.8107(1).

1.2.3 “Proposal” means a Law Firm’s bid or proposal submitted in response to this RFP.

1.2.4 “Responsible Law Firm” means a Law Firm that has the capability to perform the requirements of the RFP. In determining whether a Law Firm is a Responsible Law Firm, the Judicial Branch may consider various factors including, but not limited to, the Law Firm’s competence and qualifications to provide the goods or services requested, the Law Firm’s integrity and reliability, the Law Firm’s past performance of the goods or services that are similar to the services

sought by this RFP, the proposed terms of delivery, and the best interest of the Judicial Branch and the State of Iowa.

1.2.5 “Responsive Proposal” means a Proposal that complies with the material provisions of this RFP.

1.2.6 “RFP” means this Request for Proposals and any attachments, exhibits, schedules or addenda to this RFP.

1.3 Overview of the services and contract terms being sought in this RFP

This RFP seeks Responsible Law Firms to collect Assigned Court Debt from members of the public.

1.3.1 Iowa Code § 602.8107

Iowa Code § 602.8107—as amended by S.F. 2383, 83rd Gen. Assemb., Reg. Sess. (Iowa 2010)—requires the Judicial Branch to collect certain types of Court Debt. That provision also sets forth the statutory framework for collection of Court Debt. All Law Firms should carefully review Iowa Code § 602.8107 before preparing and submitting their Proposals. (See the Iowa General Assembly’s website at: <http://www.legis.state.ia.us/IowaLaw.html>)

1.3.2 Senate File 2383

Senate File 2383, 83rd Gen. Assemb., Reg. Sess. (Iowa 2010) makes significant changes to the collection of Court Debt and other debt. All Law Firms should carefully review Senate File 2383 before preparing and submitting their Proposals. In particular, the Judicial Branch encourages Law Firms to review the provisions dealing with the state debt coordinator, the debt settlement program, and the debt amnesty program. (See the Iowa General Assembly’s website at: <http://www.legis.state.ia.us/Legislation.html>)

1.3.3 Amount of Assigned Court Debt

The Iowa Judicial Branch estimates the Assigned Court Debt to be approximately \$129,645,900 as of March 31, 2010. Attachment 4 provides additional information about the amount and nature of Assigned Court Debt. To comply with the debt amnesty

program established in S.F. 2383, the Judicial Branch will assign Court Debt in two phases. In Phase 1, the Judicial Branch will assign to Law Firm Court Debt that is between 1 and 3 ½ years old. In Phase 2, after the debt amnesty program ends, the Judicial Branch will transfer Court Debt older than 3 ½ years old. However, the Iowa Judicial Branch does not guarantee the amount of Assigned Court Debt that will be assigned to the successful Law Firm when the contract begins or through the term of the contract.

1.3.4 Debtors will pay the Judicial Branch, not the Law Firm

During the term of the contract, the Judicial Branch will assign Court Debt to the successful Law Firm to collect. The Judicial Branch will require the Law Firm to ensure that debtors make all payments on Assigned Court Debt—including payments by credit card, electronic funds transfer, and checks—into specified State of Iowa accounts. The Judicial Branch will report the amounts it has received on Assigned Court Debt to the Law Firm, and will then pay the Law Firm its fees.

1.3.5 Fees paid to the Law Firm

Iowa Code § 602.8107(5)(b), as amended by S.F. 2383, establishes a collection fee up to 25% of the amount of the delinquent Court Debt. The collection fee will be added to the amount of the delinquent Court Debt, will be collected from the debtor, and will be used to compensate the private collection designee. A Proposal must include an offer to collect Assigned Court Debt in return for a fee that does not exceed 25% of the Assigned Court Debt collected by the Law Firm.

1.3.6 Initial contract fee paid to the Judicial Branch

Iowa Code § 602.8107(5)(b) also authorizes the Judicial Branch to assess the private collection designee an initial fee for entering into the contract. A Proposal may include an initial contract fee that a Law Firm proposes to pay the Judicial Branch, but it is not required to do so.

1.3.7 Debtor information

The Judicial Branch maintains limited information about debtors: names, taxpayer identification numbers, drivers' license numbers, dates of birth, and last known address. But the Judicial Branch does not guarantee the accuracy of that information. Law Firm must determine whether the information is accurate.

In addition, the Judicial Branch tracks Court Debt by case number through its Iowa Court Information System (ICIS), not by the debtor. ICIS assigns a personal identification number for each person or entity involved in a case pending in a specific county. A person or entity may have more than one personal identification number. The Judicial Branch does not guarantee the accuracy of that information. Law Firm is responsible for determining whether the information is accurate.

Section 2 Administrative Information

2. Administrative information

2.1 Overview of the RFP process

This RFP provides Law Firms with the information needed to prepare competitive Proposals. The RFP process is for the Judicial Branch's benefit and is intended to provide the Judicial Branch with information to assist in the selection process. It is not intended to be comprehensive. Each Law Firm must determine all factors necessary for submission of a comprehensive Proposal.

2.2 Issuing Officer

The Issuing Officer for this RFP is

John Goerdt

Deputy State Court Administrator

Iowa Judicial Branch

1111 East Court Avenue,

Des Moines, Iowa 50319

Telephone: (515) 281-5241

E-mail: john.goerd@iowacourts.gov

The Issuing Officer is the sole point of contact regarding the RFP from the date of issuance until the Judicial Branch issues a notice of intent to award the contract.

2.3 Restriction on communications

From the issue date of this RFP until a notice of intent to award the contract is issued, Law Firms may contact only the Issuing Officer concerning the RFP. The Issuing Officer will respond only to written questions about the procurement process. Questions

related to the interpretation of this RFP must be submitted as provided in § 2.5 of the RFP. The Judicial Branch may disqualify any Law Firm if it contacts any State employee other than the Issuing Officer about the RFP.

2.4 Procurement timetable

Relevant Action	Date/Time (Local Time)
.1 Judicial Branch Issues RFP:	May 4, 2010
.2 Written questions, requests for clarification, and suggested changes from Law Firms due:	May 18, 2010 before 4:30 p.m.
.3 Judicial Branch's written response to questions, requests for clarifications, and suggested changes:	June 8, 2010
.4 Proposals Due:	July 23, 2010 before 4:30 p.m.
.5 Interviews:	August 16, 2010
.6 Anticipated Date to issue Notice of Intent to Award:	August 23, 2010
.7 Anticipated Date to execute contract:	October 22, 2010

2.5 Questions and requests for clarification

Law Firms may submit written questions and requests for clarifications about the RFP to the Issuing Officer before the date and time identified in § 2.4.2 of the RFP. The Judicial Branch will not accept oral questions. If the questions or requests for clarifications pertain to a specific section of the RFP, Law Firm must reference the page and section number or numbers. The Judicial Branch will send written responses to questions or requests for clarifications received from Law Firms on or before the date listed in § 2.4.3 to all Law Firms who submitted timely Proposals. The Judicial Branch's written responses will be part of the RFP. The Judicial Branch assumes no responsibility for oral representations made by its officers or employees.

2.6 Amendments to the RFP

The Judicial Branch reserves the right to amend the RFP at any time using an addendum. Each Law Firm must acknowledge receipt of all addenda in its Proposal. If the Judicial Branch issues an addendum after the due date for receipt of Proposals, the Judicial

Branch may, in its sole discretion, allow Law Firms to amend their Proposals in response to the addendum.

2.7 Amendment and withdrawal of proposal

A Law Firm may amend or withdraw and resubmit its Proposal at any time before the Proposals are due. The amendment must be in writing, signed by the Law Firm, and received by the time set for the receipt of Proposals. Law Firms must notify the Issuing Officer in writing before the due date for Proposals if they wish to completely withdraw their Proposals.

2.8 Submission of proposals

The Judicial Branch must receive the Proposal at the e-mail addresses listed below before the “Proposals Due” date listed in § 2.4 of the RFP.

This is a mandatory requirement. The Judicial Branch will not waive this requirement. The Judicial Branch will reject any Proposal received after this deadline and will return the Proposal unopened to the Law Firm.

Law Firms must submit PDF copies of their Technical and Cost Proposals to the e-mail addresses identified below, allowing ample mail delivery time to ensure timely receipt of their Proposals. The Judicial Branch will not accept paper or faxed Proposals. Each Law Firm is solely responsible to ensure that the Proposal is received by the Judicial Branch before the deadline.

A Law Firm must submit a PDF copy of its Technical Proposal to the Issuing Officer at the following e-mail address:

john.goerdt@iowacourts.gov

A Law Firm must submit a PDF copy of its Cost Proposal to the Clerk of the Supreme Court at the following e-mail address:

donna.humpal@iowacourts.gov

2.9 Completeness of proposals

Law Firms must furnish all information necessary to enable the Judicial Branch to evaluate the Proposal. The Judicial Branch will disqualify Proposals that fail to meet the mandatory requirements of the RFP. Nor will it consider oral information provided by the Law Firm as part of the Law Firm's Proposal unless it is reduced to writing.

2.10 Proposal opening

The Judicial Branch will open Proposals after the deadline for submission of Proposals has passed. The Proposals will remain confidential until the Evaluation Committee has reviewed all of the Proposals submitted in response to this RFP and the Judicial Branch has announced a notice of intent to award a contract. See Iowa Code § 72.3. The Judicial Branch will make the names of Law Firms who submitted timely Proposals publicly available after the Proposal opening. But the announcement of Law Firms who timely submitted Proposals does not mean that an individual Proposal has been deemed technically compliant or accepted for evaluation.

2.11 Cost of preparing proposal

Each Law Firm is solely responsible for the costs to prepare and deliver its Proposal.

2.12 Rejection of proposals

The Judicial Branch reserves the right to reject any Proposal, in whole and in part, received in response to this RFP at any time before the execution of a written contract. Issuance of this RFP does not constitute a commitment by the Judicial Branch to enter into a contract.

2.13 Disqualification

The Judicial Branch may reject outright and not evaluate Proposals for any one or more of the following reasons:

2.13.1 The Law Firm fails to deliver the Technical or Cost Proposals to the designated e-mail addresses.

2.13.2 The Law Firm acknowledges that it cannot meet a requirement of the RFP.

2.13.3 The Law Firm's Proposal materially changes a requirement of the RFP or the Proposal does not comply with the requirements of the RFP.

2.13.4 The Law Firm's Proposal limits the rights of the Judicial Branch.

2.13.5 The Law Firm fails to include information necessary to substantiate that it will be able to meet a requirement of the RFP.

2.13.6 The Law Firm fails to respond timely to the Judicial Branch's request for information, documents, or references.

2.13.7 The Law Firm fails to include any signature, certification, authorization, stipulation, disclosure, or guarantee requested in this RFP.

2.13.8 The Law Firm presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the requirements of this RFP.

2.13.9 The Law Firm initiates unauthorized contact regarding the RFP with State employees.

2.13.10 The Law Firm provides misleading or inaccurate responses.

2.13.11 There is insufficient evidence (including evidence submitted by the Law Firm and evidence obtained by the Judicial Branch from other sources) to satisfy the Judicial Branch that the Law Firm is a Responsible Law Firm.

2.14 Nonmaterial variances

The Judicial Branch reserves the right to waive or permit cure of nonmaterial variances in the Proposal if, in the Judicial Branch's judgment, it is in the State's best interest to do so. Nonmaterial variances include: minor failures to comply that do not affect overall responsiveness, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other Law Firms, that do not change the meaning or scope of the RFP, or that do not reflect a material change in the requirements of the RFP. If the Judicial Branch waives or permits cure of nonmaterial variances, the waiver or cure will not modify the RFP requirements or excuse the Law Firm from full compliance with RFP specifications or other contract requirements if the

Law Firm is awarded the contract. The determination of materiality is in the sole discretion of the Judicial Branch.

2.15 Information from other sources

The Judicial Branch reserves the right to obtain and consider information from other sources concerning a Law Firm, such as persons who are knowledgeable about the Law Firm's capability and performance under other contracts, the qualifications of any subcontractor identified in the Proposal, the Law Firm's financial stability, past or pending litigation, and publicly available information.

2.16 Verification of proposal contents

The Judicial Branch may verify the content of a Proposal submitted by a Law Firm. If the Judicial Branch determines in its sole discretion that the content of a Proposal is in any way misleading or inaccurate, the Judicial Branch may reject the Proposal.

2.17 Proposal clarification process

The Judicial Branch reserves the right to contact a Law Firm in writing after the submission of Proposals for the purpose of clarifying a Proposal. The Judicial Branch will not consider information received from or through Law Firm if the information materially alters the content of the Proposal or the type of goods or services, or both, the Law Firm is offering to the Judicial Branch. An individual authorized to legally bind the Law Firm must sign responses to any request for clarification. The Judicial Branch may reject a Proposal that fails to comply with requests for additional information.

2.18 Disposition of proposals

All Proposals will become the property of the State and will not be returned to the Law Firm. Once the Judicial Branch issues a Notice of Intent to Award the Contract, the contents of all Proposals will be in the public domain and be open to inspection by interested parties, except for information for which a Law Firm properly requests confidential treatment or subject to exceptions provided in Iowa Code chapter 22 or other applicable law.

2.19 Public records and requests for confidential treatment

The Judicial Branch may treat all information submitted by a Law Firm as public records unless the Law Firm properly requests that specific parts of the Proposal be treated as confidential when it submits its Proposal. The Judicial Branch's release of public records is governed by Iowa Code chapter 22. Law Firms should familiarize themselves with chapter 22 before submitting a Proposal. The Judicial Branch will copy and produce public records as required to comply with chapter 22 or other applicable law.

A Law Firm must include any request for confidential treatment of specific information in the transmittal letter that must accompany a Law Firm's Proposal. In addition, the Law Firm must identify the specific grounds in Iowa Code chapter 22 or other applicable law that support treatment of the material as confidential and explain why disclosure is not in the best interest of the public. The Judicial Branch, however, will not consider pricing information as confidential information. The request for confidential treatment of information must also include the name, address, and telephone number of the person authorized by the Law Firm to respond to any inquiries by the Judicial Branch concerning the confidential status of the materials.

If the Law Firm is seeking confidential treatment of any information contained in a Proposal, the Law Firm must conspicuously mark the Proposal on the outside that it contains confidential information, and each page upon which confidential information appears must be conspicuously marked that it contains confidential information.

Failure to properly identify specific confidential information will relieve Judicial Branch or State personnel from any responsibility if confidential information is viewed by the public or a competitor, or is in any way accidentally released. If Law Firm identifies its entire Proposal as confidential, the Judicial Branch may reject the Proposal as non-responsive.

If the Law Firm designates any portion of the RFP as confidential, the Law Firm must submit one copy of the Proposal from which the confidential information has been excised as required by § 3.1.4 of this RFP. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Proposal as possible.

If the Judicial Branch receives a request for information that includes information a Law Firm has marked as confidential, the Judicial Branch will notify the Law Firm five calendar days before releasing the information to allow the Law Firm to seek injunctive relief under Iowa Code § 22.8. The Judicial Branch will release the information marked

confidential in response to a request for public record records unless a court of competent jurisdiction determines the information is confidential under Iowa Code chapter 22 or other applicable law.

The Judicial Branch will treat a Law Firm's failure to request confidential treatment of material under this section as a waiver of any right to confidentiality the Law Firm may have had.

2.20 Copyright permission

By submitting a Proposal, the Law Firm agrees that the Judicial Branch may copy the Proposal for purposes of facilitating the evaluation of the Proposal or to respond to requests for public records. By submitting a Proposal, the Law Firm consents to such copying and warrants that such copying will not violate the rights of any third party. In addition, by submitting a Proposal, the Law Firm agrees that Judicial Branch will have the right to use ideas or adaptations of ideas that are presented in Proposals.

2.21 Release of claims

By submitting a Proposal, the Law Firm agrees that it will not bring any claim or cause of action against the Judicial Branch based on any misunderstanding concerning the information provided in this RFP or concerning the Judicial Branch's failure, negligent or otherwise, to provide the Law Firm with pertinent information as intended by this RFP.

2.22 Evaluation of proposals

An Evaluation Committee will review Proposals that are timely submitted and are not rejected under § 2.13 of the RFP. The Evaluation Committee's decision will recommend the successful Law Firm to the State Court Administrator, who can either accept or reject the recommended Law Firm. The State Court Administrator's decision is final. The Judicial Branch will not necessarily award a contract resulting from this RFP to the Law Firm offering the lowest cost to the Judicial Branch. Instead, the Judicial Branch will award the Contract to the Responsible Law Firm whose Responsive Proposal the Judicial Branch believes will provide the best value to the Judicial Branch and the State.

2.23 Interviews

The Evaluation Committee may interview one or more Law Firms who submit Proposals as part of the evaluation process. During the interview, a Law Firm may explain its Proposal, but it cannot materially change its Proposal.

2.24 Notice of award and acceptance period

After the State Court Administrator selects the Law Firm to collect the Assigned Court Debt, the Judicial Branch will send a notice of intent to award the contract or contracts to all Law Firms who submitted timely Proposals. In addition, the Judicial Branch may post the notice on its website. Negotiation and execution of the Contract or Contracts must be completed no later than 90 days from the date of the notice of intent to award or such other time as designated by the Judicial Branch. If a successful Law Firm fails to negotiate and deliver an executed contract by that date, the Judicial Branch, in its sole discretion, may cancel the award and award the contract to another Law Firm that the Judicial Branch believes will provide the best value to the Judicial Branch and the State.

2.25 No contract rights until a contract is signed

No Law Firm will acquire any legal or equitable rights regarding the contract being negotiated until the contract has been fully executed by the successful Law Firm and the Judicial Branch.

2.26 Choice of law and forum

The laws of the State of Iowa will govern this RFP and the contract that results from this process. Changes in applicable laws and rules may affect the award process or the final contract. Law Firms are responsible for ascertaining pertinent legal requirements and restrictions. All litigation or actions commenced in connection with this RFP must be brought in the appropriate Iowa forum.

2.27 Restrictions on gifts and activities

Iowa Code chapter 68B restricts gifts that may be given or received by State employees, and requires certain individuals to disclose information concerning their activities with State government. Law Firms must determine whether chapter 68B applies to their activities and must comply with the chapter's requirements. In addition, under Iowa Code § 722.1, it is a felony offense to bribe or attempt to bribe a public official.

2.28 No minimum guaranteed

The Judicial Branch does not guarantee a minimum level or amount of Assigned Court Debt under this RFP.

2.29 Appeals

If a Law Firm who submitted a timely proposal disagrees with an award decision, it may appeal that decision by submitting a written appeal detailing the factual and legal basis for the challenge within five calendar days of the Notice of Intent to Award. The Issuing Officer, or his designee, may submit a written response to the Law Firm's written appeal within five business days after receipt of the appeal. If a Law Firm appeals an award decision, the Judicial Branch will assign a senior judge to decide the appeal based on the parties' written submissions and oral argument. The parties will be unable to present any other evidence or call any witnesses to testify. The oral argument will be conducted by telephone conference call within seven business days after the Issuing Officer's response to the written appeal. The senior judge will issue a written decision within seven business days of the oral argument.

Section 3 Form and Content of Proposals

3. Form and content of proposals

3.1 Instructions

These instructions prescribe the format and content of the Proposal. They are designed to facilitate a uniform review process. The Judicial Branch may reject any Proposal that fails to adhere to these instructions.

3.1.1 The Proposal must be typewritten and printable on 8.5" x 11" paper and submitted as PDF documents.

3.1.2 The Proposal must be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. The Cost Proposal must be submitted to the e-mail address identified in § 2.8 of the RFP. The first page of both the Technical and Cost Proposals must be labeled with the following information:

Response to RFP: Court Debt Collection Services Provided by Law Firms

Iowa Judicial Branch

Iowa Judicial Branch Building

1111 East Court Avenue

Des Moines, Iowa 50319

[Law Firm's Name and Address]

The Judicial Branch is not responsible for misdirected e-mails or premature opening of Proposals if a Proposal is not properly labeled or not sent to the designated e-mail address.

3.1.3 The Proposal must be timely submitted to the designated e-mail addresses.

3.1.4 If the Law Firm designates any information in its Proposal as confidential as permitted by § 2.19 of the RFP, the Law Firm must also submit a PDF copy of the Proposal from which confidential information has been excised as provided in § 2.19.

3.1.5 Proposals must not contain promotional or display materials.

3.1.6 Attachments must be referenced in the Proposal.

3.2 Technical proposal

The Technical Proposal must include the following documents and responses in the order given below:

3.2.1 Transmittal letter

An individual authorized to legally bind the Law Firm must sign the transmittal letter. The letter must include the Law Firm's mailing address, electronic mail address, fax number, and telephone number. The transmittal letter must also include any request for confidential treatment of information under § 2.19 of the RFP.

3.2.2 Background information

The Law Firm must provide the following general background information:

- .1 Name, address, telephone number, fax number, and e-mail address of the Law Firm including all d/b/a's, assumed, or other operating names of the Law Firm.
- .2 Form of business entity, i.e., corporation, partnership, proprietorship, limited liability company.
- .3 State of incorporation, state of formation, or state of organization.

- .4 Name, address, and telephone number of the Law Firm's representative to contact regarding all contractual and technical matters concerning the Proposal.
- .5 The successful Law Firm will be required to register to do business in Iowa. If already registered, provide the date of the Law Firm's registration to do business in Iowa and the name of the Law Firm's registered agent.
- .6 City, address, state, and name of director or manager for all other regional or state offices of the Law Firm.
- .7 The number of lawyers, technology, and other support staff in each of the Law Firm's offices.

3.2.3 Termination, debarment, and litigation

The Law Firm must provide the following information for the past 5 years:

- .1 Has the Law Firm had a contract for goods or services, or both, terminated for any reason? If so, provide full details regarding the termination.
- .2 Describe any damages or penalties assessed against, or dispute resolution settlements entered into by, Law Firm under any existing or past contracts for goods or services, or both. Provide full details about the incident, including the dollar amount of damages, penalties, and settlement payments.
- .3 Describe any order, judgment, or decree of any federal or state authority barring, suspending, or otherwise limiting the right of the Law Firm to engage in any business, practice or activity.
- .4 A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Law Firm or its officers have been a party.
- .5 Any irregularities discovered in any of the accounts maintained by the Law Firm on behalf of others. Describe the circumstances and disposition

of the irregularities. Failure to disclose these matters may result in rejection of the Proposal or in termination of any subsequent contract. The above disclosures are a continuing requirement of the Law Firm. A Law Firm must provide written notification to the Judicial Branch of any such matter commencing or occurring after submission of a Proposal, and with respect to the successful Law Firm, following execution of the Resulting Contract.

.6 A list and summary of all Fair Debt Collection Practices Act complaints, consumer protected complaints, or similar complaints to which the Law Firm or its employees have been a party.

.7 A list and summary of all lawyer ethics or grievance complaints to which the Law Firm or its attorneys have been a party.

3.2.4 Experience collecting debt

The Law Firm must provide the following information about its experience:

.1 Number of years in business as a law firm.

.2 Number of years providing debt collection services.

.3 Number of years collecting court debt.

.4 The name, city, and state of the courts where you have collected court debt during the past five years, plus the name, title, and phone number of a contact person in each of those courts, plus the amount of court debt assigned to the Law Firm by each of those courts and the amount of that debt that the Law Firm collected for each court during each of those years.

.5 Number of years collecting debt for other government agencies.

.6 The name, city, and state of the other government agencies for whom Law Firm has collected debt during the past five years, plus the name, title, and phone number of a contact person in each of those government agencies, plus the amount of the debt assigned to the Law Firm by each

government agency and the amount of that debt that Law Firm collected for each government agency during each of those years.

.7 The name, city, and state of the courts or other government agencies for whom the Law Firm has ever collected debt where the Law Firm has been required to have debtors make payments to court or government agency and not to the law firm. For each of these contracts provide the name, title, and phone number of a contact person, plus the amount of the debt assigned to the Law Firm by each government agency and the amount of that debt that Law Firm collected for each government agency during each year of those contracts.

3.2.5 Specifications and technical requirements

The Law Firm must answer whether or not it will comply with each requirement in § 4.3.1 of the RFP. Where the context requires more than a yes or no answer or the RFP indicates, Law Firm must explain how it will comply with each requirement in § 4.3.1. The Judicial Branch may reject any Proposal that merely repeats the requirements. Proposals must identify any deviations from the requirements of this RFP or requirements the Law Firm cannot satisfy. The Judicial Branch may reject any proposal (1) that deviates from the RFP's requirements or (2) that fails to satisfy any requirement of the RFP.

3.2.6 Law Firm's technology

Law Firm must answer whether or not it will comply with each requirement in § 4.3.2 of the RFP. Where the context requires more than a yes or no answer or the RFP indicates, Law Firm must explain how it will comply with each requirement in § 4.3.2. The Judicial Branch may reject any Proposal that merely repeats the requirements. Proposals must identify any deviations from the requirements of this RFP or requirements the Law Firm cannot satisfy. The Judicial Branch may reject any proposal (1) that deviates from the RFP's requirements or (2) that fails to satisfy any requirement of the RFP.

3.2.7 Personal credit information compliance

Law Firm must answer whether or not it will comply with each requirement in § 4.3.3 of the RFP. Where the context requires more than a yes or no answer or the RFP indicates, Law Firm must explain how it will comply with each requirement in § 4.3.3. The Judicial Branch may reject any Proposal that merely repeats the requirements. Proposals must identify any deviations from the requirements of this RFP or requirements the Law Firm cannot satisfy. The Judicial Branch may reject any proposal (1) that deviates from the RFP's requirements or (2) that fails to satisfy any requirement of the RFP.

3.2.8 Acceptance of terms and conditions

The Law Firm must specifically agree that the Proposal is predicated upon the acceptance of all contractual terms and conditions stated in § 6 of the RFP. If the Law Firm objects to any term or condition, the Law Firm must specifically refer to the RFP page and section and provide the reason for the objection. The Judicial Branch may reject a Proposal where any objection or response materially alters the RFP.

3.2.9 Certification letter

The Law Firm must sign and submit with the Proposal the document included as Attachment 1 (Certification Letter).

3.2.10 Authorization to release information

The Law Firm must sign and submit with the Proposal the document included as Attachment 2 (Authorization to Release Information Letter).

3.2.11 Firm proposal terms

The Law Firm must guarantee in writing the availability of the goods or services, or both, offered and that all Proposal terms, including price, will remain firm a minimum of 120 days following the deadline for submitting Proposals.

3.3 Cost proposal

The Law Firm must provide its cost for providing the proposed debt collection services expressed as a percentage of the Assigned Court Debt collected by the Law Firm.

Section 4 Specifications and Technical Requirements

4. Specifications and Technical Requirements

4.1 Overview

The successful Law Firm will provide the services to the Judicial Branch in accordance with the technical specifications defined in this section. The Law Firm must address each requirement in this section and explain how it will comply with each requirement. Proposals must be fully responsive to each requirement. The Judicial Branch may reject any Proposal that merely repeats the requirements as non-responsive. Proposals must identify any deviations from the requirements of this RFP or requirements the Law Firm cannot satisfy. The Judicial Branch may reject any Proposal that deviates from the requirements of Section 4 or any requirement of Section that the Law Firm cannot satisfy.

There are two types of requirements addressed in these specifications:

- **Mandatory (pass/fail) Requirements:** A Law Firm must be able to satisfy all these requirements to be deemed a Responsible Law Firm.
- **Scored Mandatory Technical Requirements:** Proposals that pass the Mandatory Requirements review will be reviewed by the Evaluation Committee and scored in accordance with the evaluation criteria described in Section 5. Compliance with the Scored Technical Requirements is also mandatory.

4.2 Mandatory (Pass/Fail) requirements

All items listed in section 4.2 are Mandatory Requirements. The Judicial Branch will use a pass/fail evaluation for these requirements. A Law Firm must mark either “yes” or “no” to each requirement in its Proposal. By indicating “yes,” a Law Firm agrees that it will comply with that requirement throughout the full term of the Resulting Contract, if the Law Firm is successful. In addition, if specified by the requirement, the Law Firm must provide references or supportive materials, or both, to verify the Law Firm’s compliance with the requirement. Failure to provide this information may cause the Bid Proposal to be deemed non-responsive and therefore rejected. The Judicial Branch

reserves the right to determine whether the supportive information and materials submitted by the Law Firm demonstrate the Law Firm will be able to comply with the Mandatory Requirements. If the Judicial Branch determines the responses and supportive materials do not demonstrate the Law Firm will be able to comply with the Mandatory Requirements, the Judicial Branch may reject the Proposal.

4.2.1 Law Firm is a law firm in which all lawyers who will be providing debt collection services are authorized to practice law in the State of Iowa and are in good standing.

4.2.2 All non-lawyers providing debt collection services will be working under the direct supervision of Iowa-licensed lawyers.

4.2.3 Law Firm must have a minimum of five years of debt collection experience.

4.2.4 Law Firm must be qualified to provide debt collection services in all 50 of the United States.

4.3 Mandatory scored technical requirements

All items listed below are mandatory Scored Technical Requirements. All requirements must be met; the Judicial Branch will evaluate and score these requirements in accordance with Section 5.

4.3.1 Technical understanding and approach

.1 A Proposal must demonstrate that the Law Firm understands the nuances of debt collection and understands how to implement an effective collections program.

.2 A Proposal must describe the work plan and methodology that the Law Firm will implement to collect the Assigned Court Debt. The work plan and methodology must also include an estimate of the percentage of Assigned Court Debt that the Law Firms believes that it might be able to collect.

.3 A Proposal must identify the key staff—including the Iowa attorneys, lead collectors, and information technology staff—who will be providing debt collection services.

.4 A Proposal must describe the Law Firm's capacity to collect the Assigned Court Debt, including the number of staff that will collect the Assigned Court Debt.

.5 A Proposal must identify multi-lingual or bi-lingual staff that will be providing debt collection services.

.6 A Proposal should describe how the Law Firm will integrate with Judicial Branch's administrative applications and comply with Judicial Branch's information security policies based on Law Firm's experience collecting court debt in other jurisdictions.

.7 A Proposal must explain the policies and procedures the Law Firm will employ to ensure compliance with The Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. § 1692 et seq.

.8 A Proposal should explain the Law Firm's transition plan to begin debt collection services.

.9 A Proposal should describe the reports that the Law Firm will need from the Judicial Branch, due to all collections being deposited into State of Iowa accounts, and that the Law Firm will provide the Judicial Branch.

4.3.2 Law Firm's technology

Each Proposal must provide the following information about its technology:

.1 Describe the Law Firm's computer system and update capabilities or operating systems, hardware, security software, and procedures and policies.

.2 Describe the Law Firm's ability to maintain records of placements, collections recovery, producing reports, and billing of any unlimited number of debtors.

- .3 Describe the Law Firm's computer backup capabilities and methods used to ensure the safety, recoverability, and security of Judicial Branch records.
- .4 Describe the Law Firms' data security processes, policies, and personnel security.
- .5 Describe the Law Firm's security processes to ensure the security of Judicial Branch data, customer information, data reliability, and computer system, including security requirements for access to its systems by the Law Firm's employees.
- .6 Describe the Law Firm's data breach response plan and notification process currently in place.
- .7 Describe the modes of data transmission employed in the conduct of business with reference entities.
- .8 Describe how the Law Firm proposes to accept and process Judicial Branch data, such as data record formats, XML, ASCII flat files, secure ftp.
- .9 Describe the details of the automated systems that Law Firm will use to enhance collection activities, such as interactive voice response systems, web-based credit or debit card systems, and call distributors.
- .10 Describe or provide examples of reports provided to existing customers. Reports should include collection rates by debt age, audit records and reports, debt accepted for collections, debt returned at Judicial Branch's request.

4.3.3 Payment Card Industries (PCI) compliance

A Proposal must describe the Law Firm's payment card industries compliance policies and procedures.

Section 5 Evaluation and Selection

5. Evaluation and Selection

5.1 Introduction

This section describes the evaluation process the Judicial Branch will use to determine which Proposal or Proposals provides the greatest benefit to the Judicial Branch and the State. The Judicial Branch will not necessarily award any contract resulting from this RFP to the Law Firm offering the lowest cost to the Judicial Branch. Instead, the Judicial Branch will award the contract to the Responsible Law Firm whose Responsive Proposal the Judicial Branch believes will provide the best value to the Judicial Branch and the State.

5.2 Evaluation committee

The Judicial Branch will conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP. It will use an evaluation committee to review and evaluate the Proposals.

5.3 Overview of evaluation process

All Proposals will be first evaluated to determine if they comply with the Mandatory Requirements and Scored Mandatory Technical Requirements described in §§ 4.1 and 4.2 (i.e. to determine if the Law Firm is a Responsible Law Firm submitting a Responsive Proposal). The evaluation committee will evaluate and score all Responsive Proposals submitted by Responsible Law Firms in accordance with this section. To be deemed a Responsible Law Firm and a Responsive Proposal, the Proposal must:

- Answer “Yes” to all parts of § 4.2 and include supportive materials, if required, to demonstrate the Law Firm will be able to comply with the Mandatory Requirements in that section.

5.4 Evaluation criteria

The Evaluation Committee will evaluate each Proposal using evaluation criteria developed before the Proposals are opened. The Evaluation Committee will award points weighted as follows:

5.4.1 Technical understanding and approach (§§ 3.2.5, 3.2.6, 3.2.7, 4.3.1) (40%)

5.4.2 Law Firm experience (§§ 3.2.2, 3.2.3, 3.2.4) (30%)

5.4.3 Cost (§ 3.3) (20%)

5.4.4 Contract risk (§ 3.2.8) (10%)

Section 6 Contractual Terms and Conditions

6. Contractual Terms and Conditions

The Court Debt Collection Contract or Contracts that the Judicial Branch expects to award as a result of this RFP is included as Attachment 3.

Attachment 3 is subject to change, modification or supplementation by the Judicial Branch. Attachment 3 is provided to enable Law Firms to better evaluate the costs associated with the RFP. Law Firm must include all costs associated with complying with these requirements in its cost proposal.

By submitting a Proposal, a Law Firm acknowledges that it accepts the RFP's specifications and Attachment 3 except as expressly stated in its Proposal. If a Law Firm takes exception to a provision, it must state the reason for the exception and set forth in its Proposal the specific contract language it proposes to include in place of the provision. The Judicial Branch may, in its sole discretion, reject any Proposal in which exceptions materially change the contract terms and conditions found in Attachment 3 or the requirements of the RFP.

The Judicial Branch reserves the right to award a contract or contracts without further negotiation with the successful Law Firm or to negotiate contract terms with the successful Law Firm if the best interests of the State would be served.

Attachment 1
Certification Letter

[Date]

John Goerdts, Issuing Officer
Iowa Judicial Branch Building
1111 East Court Avenue
Des Moines, Iowa 50319

Re: Court Debt Collection Services Provided by Law Firms Request for Proposal
RFP No. 2010-100
PROPOSAL CERTIFICATIONS

Dear Mr. Goerdts:

I certify that the contents of the Proposal submitted on behalf of **[Name of Law Firm]** (Law Firm) in response to the Iowa Judicial Branch's for Request for Proposal Number 2010-100 for Court Debt Collection Services Provided by Law Firms (RFP) are true and accurate. I also certify that Law Firm has not knowingly made any false statements in its Proposal.

Certification of Independence

I certify that I am a representative of Law Firm expressly authorized to make the following certifications on behalf of Law Firm. By submitting a Proposal in response to the RFP, I certify on behalf of Law Firm that:

1. Law Firm has developed the Proposal independently, without consultation, communication, or agreement with any employee or consultant to the Judicial Branch, or with any person serving as a member of the evaluation committee.
2. Law Firm has developed the Proposal independently, without consultation, communication, or agreement with any other contractor or parties for the purpose of restricting competition.

3. Unless otherwise required by law, Law Firm has not and will not knowingly disclose, directly or indirectly, information found in the Proposal before the Judicial Branch's issuance of the Notice of Intent to Award the contract.
4. Law Firm has not attempted to induce any other Law Firm to submit or not to submit a Proposal for the purpose restricting competition.
5. No relationship exists or will exist during the contract period between Law Firm and the Judicial Branch or any other State of Iowa entity that interferes with fair competition or constitutes a conflict of interest.

Certification Regarding Debarment

6. I certify that, to the best of my knowledge, neither Law Firm nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal agency or State agency; (b) have, within a three year period preceding this Proposal, been convicted of, or had a civil judgment rendered against them for commission of: fraud, a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes, embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for, or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which the Judicial Branch will rely when considering this Law Firm's Proposal. If the Judicial Branch later determines that Law Firm knowingly rendered an erroneous certification, the Judicial Branch may pursue available remedies including, but not limited to, debarment of the Law Firm, or suspension or termination of the contract.

Law Firm also acknowledges that the Judicial Branch may declare the Law Firm's Proposal or resulting contract void if the above certification is false. The Law Firm also understands that fraudulent certification may result in the Judicial Branch or its representative filing for damages for breach of contract in addition to other remedies available to the Judicial Branch.

Sincerely,

[Signature of Authorized Representative]

Date

[Print Name and Title of Authorized Representative]

On behalf of: _____
[Printed Name of Law Firm/Organization]

Attachment 2
Authorization to Release Information Letter

[Date]

John Goerdts, Issuing Officer
Iowa Judicial Branch Building
1111 East Court Avenue
Des Moines, Iowa 50319

Re: Court Debt Collection Services Provided by Law Firms Request for Proposal
RFP No. 2010-100

AUTHORIZATION TO RELEASE INFORMATION

Dear Mr. Goerdts:

[Name of Law Firm] (Law Firm) hereby authorizes the Judicial Branch or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Law Firm in response to Request for Proposal Number 2010-100 (RFP).

Law Firm acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. Law Firm acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the State or may otherwise hurt its reputation or operations. Law Firm is willing to take that risk.

Law Firm hereby releases, acquits and forever discharges the State of Iowa, the Iowa Judicial Branch, their officers, directors, employees and agents from all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the Law Firm that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Judicial Branch or the Evaluation Committee in the evaluation and selection of a successful Law Firm in response to the RFP.

Law Firm authorizes representatives of the Judicial Branch and the Evaluation Committee to contact any person or entity directly or indirectly listed, submitted, or referenced in the Law Firm's Proposal submitted in response to the RFP.

Law Firm further authorizes all such persons and entities to provide information, data, and opinions about Law Firm's performance under any contract, agreement, or other business arrangement, and its ability to perform, business reputation, and any other matter pertinent to the evaluation of the Law Firm's Proposal. Law Firm hereby releases, acquits, and forever discharges any such persons or entities and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting Law Firm that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Judicial Branch or the Evaluation Committee in the evaluation and selection of a successful contractor in response to the RFP.

A photocopy or facsimile of this signed Authorization is as valid as an original.

Sincerely,

[Signature of Authorized Representative]

Date

[Print Name and Title of Authorized Representative]

On behalf of: _____

[Printed Name of Law Firm/Organization]

Attachment 3

COURT DEBT COLLECTION CONTRACT

This Court Debt Collection Contract is dated _____, 20____, between the Iowa Judicial Branch (Judicial), a branch of the State of Iowa, and _____ (Law Firm). The parties agree as follows.

7. Purpose.

7.1 The parties are entering into this contract for Law Firm to provide debt collection services.

8. Incorporation of documents.

8.1 **Incorporation of bidding documents.** This contract incorporates

8.1.1 Court Debt Collection Services Provided by Law Firms Request for Proposal, RFP No. _____ (RFP); and

8.1.2 Law Firm's proposal in response to the RFP.

8.2 **Resolution of inconsistencies or conflicts in bidding documents.** If there is any inconsistency or conflict between the specific provisions of this contract, the RFP, and Law Firm's response to the RFP, the parties agree that any such inconsistency or conflict will be resolved as follows: (1), by giving preference to the specific provisions of this contract; (2), by giving preference to specific provisions of the RFP; and (3) by giving preference to specific provisions of Law Firm's response to the RFP. This contract's failure to refer to specific terms of the RFP or Law Firm's response to the RFP does not create a conflict with this contract and does not relieve Law Firm of the contractual obligations imposed by the RFP or Law Firm's response to the RFP. Terms offered in Law Firm's proposal that exceed the RFP's requirements do not create an inconsistency or conflict with the request for proposal or this contract. Nor can Law Firm's response to the RFP impose or imply any contractual obligations on Judicial.

9. Scope of services.

Law Firm will perform the services identified in Exhibit A, Description of Project and Compensation.

10. Compensation.

10.1 Compensation. Judicial will pay Law Firm for work it performs under this contract in the amount and in manner described in Exhibit A, Description of Project and Compensation.

10.2 Withholding payments. Despite anything to the contrary in this contract, Judicial may withhold any payment to Law Firm if Law Firm fails to comply with this contract, including any problems identified during Judicial's monitoring of Law Firm's performance.

10.3 Payment is no waiver. By making any payments under this contract, Judicial does not waive its ability to challenge any reimbursement for failing to comply with this contract later.

11. Control of staff.

11.1 All staff provided by Law Firm under this contract will be under Law Firm's direct control and supervision even when its staff is performing work under this contract.

11.2 Law Firm is solely responsible for selecting, hiring, disciplining, firing, and compensating its staff. If Judicial believes that any of Law Firm's staff fails to perform duties in a manner that is consistent with this contract, Judicial will notify Law Firm. Law Firm will then investigate and, if appropriate, discipline, or reassign the staff. Judicial lacks any authority to discipline or reassign Law Firm's staff, except that Judicial has the authority to demand that a particular staff member not be assigned to provide services under this contract.

11.3 Insurance, benefits, and compensation. Law Firm will provide for and pay all employment costs of its staff including, but not limited to, workers' compensation, unemployment insurance, health insurance, and other benefits and compensation, and will make and remit all payroll withholdings with respect to the staff, all as required by law. Judicial will have no liability whatsoever for any of those employment costs. Law Firm must provide Judicial with evidence of the payment of compliance with this paragraph when requested by Judicial.

11.4 Independent contractor. Law Firm is an independent contractor. Judicial will not provide Law Firm with any office space, support staff, equipment, or tools. Law Firm and its staff are ineligible for any State of Iowa employee benefits, including but not limited to, retirement benefits, insurance coverage, and the like. Law Firm and its staff are not employees of the State of Iowa or Judicial for federal or state tax purposes. Judicial will not withhold taxes on behalf of Law Firm, unless required to do so by law. Law Firm is solely responsible for payment of all taxes in connection with any income earned from performing this contract.

12. Term.

12.1 Initial term. The initial term of this contract is from _____, 2010, through June 30, 2012, unless the contract is terminated earlier in accordance with this contract.

12.2 Renewal terms. The Judicial Branch may renew this contract for three additional one-year terms.

13. Termination.

13.1 Immediate termination by Judicial. Judicial may immediately terminate this contract when one or more of the following events occurs:

13.1.1 Law Firm fails to comply with any provision of this contract that provides for immediate termination; or

13.1.2 Judicial determines that Law Firm made a statement, representation, warranty, or certification that is materially false, deceptive, incorrect, or incomplete.

13.2 Termination on notice by Judicial. Following 30 days' written notice, Judicial may terminate this contract in whole or in part for convenience without the payment of any penalty or incurring any further obligation to Law Firm. Following termination upon notice, Judicial will pay Law Firm, upon submission of invoices and proper proof of claim, for services provided under this contract up to and including the date of termination.

13.3 Termination for cause by Judicial. Judicial may declare Law Firm to be in default of its obligations under this contract when any of the following events occurs:

13.3.1 Law Firm fails to observe and perform any covenant, condition or obligation created by the contract;

13.3.2 Law Firm fails to make substantial and timely progress toward performance of the contract;

13.3.3 Law Firm's work product and services fail to conform with the requirements of this contract; or

13.3.4 Law Firm's work product or services infringe on any patent, trademark, copyright, trade dress or any other intellectual property right.

13.4 **Notice of default.** If there is a default event that Law Firm can cure, Judicial must provide written notice to Law Firm requesting that the breach or noncompliance be immediately remedied. If the breach or noncompliance continues 10 days beyond the date of the written notice, Judicial may:

13.4.1 Immediately terminate the contract without additional written notice; or

13.4.2 Enforce the terms and conditions of the contract and seek any legal or equitable remedies.

In either event, Judicial may seek damages due to the breach or failure to comply with the terms of the contract.

13.5 **Termination by Judicial due to lack of funds or change in law.** Despite anything in this contract to the contrary, and subject to the limitations, conditions, and procedures set forth below, Judicial may terminate this contract without penalty by giving 60 days' written notice to Law Firm if any of the following occurs:

13.5.1 The legislature or governor fails to appropriate funds sufficient to allow Judicial to operate as required and to fulfill its obligations under this contract;

13.5.2 If funds are de-appropriated or not allocated;

13.5.3 If the federal government reduces or eliminates the federal grant;

13.5.4 If Judicial's authorization to operate is withdrawn or there a material alteration in the programs administered by Judicial;

13.5.5 If Judicial's duties are substantially modified.

13.6 Law Firm's remedies if Judicial terminates the contract due to lack of funds or change in law. If Judicial terminates this contract due to lack of funds or change in law as provided above, Law Firm's exclusive, sole, and complete remedy is the payment for services completed prior to and including the date of termination.

13.7 Law Firm's duties on termination. When Law Firm receives Judicial's notice of termination for any reason allowed under this contract, Law Firm must:

13.7.1 Cease all work under this contract except any work that Judicial directs Law Firm to perform;

13.7.2 Comply with Judicial's instructions for the timely transfer of any active files and related work product; and

13.7.3 Cooperate in good faith with Judicial during the transition period between the notification of termination and the substitution of any replacement contractor.

13.8 Set off. Should Judicial obtain a money judgment against Law Firm because of a default under this contract, Law Firm consents to such judgment being set off from moneys owed Law Firm by the State of Iowa or any other agency of the State of Iowa under any other contract.

14. Indemnification.

14.1 Law Firm's indemnification of Judicial. Law Firm must indemnify the State of Iowa and Judicial from any and all liabilities, damages, settlements, judgments, costs and expenses, related to or arising from:

14.1.1 Law Firm's negligent acts or omissions;

14.1.2 Law Firm's performance or attempted performance of this contract;

14.1.3 Law Firm's failure to comply with all local, state and federal laws and regulations; or

14.1.4 Law Firm's failure to make all reports, payments and withholdings required by Federal and State law with respect to social security, employee income and other taxes, fees or costs required by Law Firm to conduct business in the State of Iowa.

14.2 **Survives termination.** All indemnification obligations imposed by this paragraph survive the termination of this contract.

15. **Insurance.**

15.1 **Law Firm's insurance requirements.** Law Firm must maintain in effect, with insurance companies of recognized responsibility, at its expense, insurance covering its work of the type and in amounts required by this contract. Law Firm's insurance must, among other things, insure against any loss or damage resulting from Law Firm's performance of this contract. These insurance policies must remain in full force and effect for the entire life of this contract and must not be canceled except after 30 days' written notice to Judicial.

15.2 **Amount of insurance required.** Unless otherwise requested by Judicial, Law Firm must, at its sole cost, cause to be issued and maintained during the entire term of this contract not less than the insurance coverages identified below. Each insurance policy must name the State of Iowa and Judicial as additional insureds or loss payees, as applicable:

TYPE OF INSURANCE	LIMIT	AMOUNT
General Liability (including contractual liability) written on an occurrence basis	Combined Single Limit	\$1Million
	Umbrella coverage	\$1 Million
Automobile Liability (including any auto, hired autos, and non-owned autos)	Combined Single Limit	\$1 Million
	Umbrella	\$1 Million
Workers Compensation and Employer Liability	As required by Iowa law	As required by Iowa law

TYPE OF INSURANCE	LIMIT	AMOUNT
Professional Liability Insurance	Aggregate	\$ 2 Million
	Per Claim	\$ 1 Million

15.3 Claims provisions. All insurance policies required by this contract must provide coverage for all claims arising from activities occurring during the term of the policy regardless of the date the claim is filed or expiration of the policy.

15.4 Certificates of coverage. Law Firm must submit the certificates of insurance described above to Judicial within 30 days after the contract's effective date. The certificates must state that the insurer cannot cancel the insurance without giving Judicial at least 30 days prior written notice.

15.5 No limitation of liability. Judicial's acceptance of the insurance certificates does not relieve Law Firm of any obligation imposed by this contract. Only companies authorized to transact business in the State of Iowa may issue the insurance policies and certificates required by this contract. Law Firm is responsible to maintain the required insurance policies current and without lapse in coverage during the term of this contract.

16. Confidential information.

16.1 Access to confidential information. When performing its responsibilities under this contract, Law Firm and its employees, agents, and subcontractors may have access to confidential information. Law Firm must designate one individual who will be responsible for all confidential information collected, used, or disseminated by Law Firm when performing this contract. Law Firm must also supervise and train its employees, agents, and subcontractors to ensure compliance with confidentiality requirements.

16.2 No dissemination of confidential information. Law Firm must not disseminate any confidential information collected, maintained, or used when performing its obligations under this contract except as authorized by law, this contract, or Judicial, either during the term of this contract or thereafter. Law Firm must promptly return to Judicial any data collected, maintained, created, provided, or used in the course of the performance of the contract, in whatever form it is maintained, at Judicial's request.

16.3 Subpoena. If a subpoena or other legal process is served upon Law Firm for records containing confidential information, Law Firm must promptly notify Judicial and cooperate with Judicial in any lawful effort to protect the confidential information.

16.4 Reporting of unauthorized disclosure. Law Firm must immediately report to Judicial any unauthorized disclosure of confidential information.

16.5 Survives termination. Law Firm's obligation to maintain the confidentiality of confidential information survives termination of this contract.

17. Project management and reporting.

17.1 Project managers. When this contract is executed, each party will designate, in writing, a project manager to serve until the expiration of this contract or the designation of a substitute project manager. During the term of this contract, each project manager will be available to meet, as otherwise mutually agreed, as required to plan the services being provided under this contract.

17.2 Review meetings. The project managers will meet regularly to discuss Law Firm's performance. Each party will provide a status report, as desired by a project manager, listing any problems or concerns encountered since the last meeting. Each party will maintain records of such reports and other communications issued in writing during the course of this contract.

17.3 Reports. At the next scheduled meeting after which any party has identified in writing a problem, the party responsible for resolving the problem must provide a report setting forth activities undertaken, or to be undertaken, to resolve the problem, together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that will facilitate problem resolution. For as long as a problem remains outstanding, written reports must identify:

17.3.1 Any event not within the control of Law Firm or Judicial that accounts for the problem;

17.3.2 Any damages incurred as a result of any party's failure to perform its obligations under this contract; and

17.3.3 Any request or demand for services by one party that another party believes is not included within the terms of this contract.

17.4 Project problem reporting requirements. A party's acceptance of a problem report does not relieve any party of any obligation imposed by this contract. A party's failure to identify a problem does not waive performance of any obligation imposed under this contract. Where other provisions of this contract require notification of an event in writing, the written report constitutes valid notice.

18. Fiscal procedures.

18.1 Law Firm's accounting system. Law Firm represents that its accounting system is adequate to comply with this contract.

18.2 Audit exceptions. If an authorized federal or state audit takes exception to the services provided under this contract for which federal or state reimbursement has been paid, Law Firm must refund the reimbursement if the audit exception is due to the Law Firm's error. If the audit exception is due solely to the Judicial's error, the Judicial is responsible for the reimbursement. If the audit exception is a joint responsibility, the parties will work together to achieve an equitable resolution.

19. Compliance with laws.

19.1 In general. Law Firm must comply with all applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing services under this contract. Law Firm represents that it has complied with all federal, state, and local laws regarding any business permits and licenses that may be required to carry out the work to be performed under this contract.

20. Contract administration.

20.1 Amendments. No supplement, modification, or amendment of this contract will be binding unless it is in writing and signed by both parties.

20.2 Third parties. This contract has no third party beneficiaries; it benefits only Judicial and Law Firm.

20.3 Assignment and delegation. No party may assign, transfer, or convey in whole or in part this contract without the prior written consent of the other party. For purposes of this clause, a transfer of a controlling interest in Law Firm constitutes an assignment.

20.4 Choice of law and forum. Iowa law governs this contract without regard to its choice-of-law provisions. Any litigation arising out of or related to this contract must be brought in Polk County District Court, Des Moines, Iowa.

20.5 Representations. Each party represents to the other that:

20.5.1 It has the right, power, and authority to enter into and perform its obligations under this contract.

20.5.2 It has taken all requisite action (corporate, statutory, or otherwise) to approve the execution, delivery, and performance of this contract.

20.5.3 This contract constitutes a legal, valid, and binding obligation on itself in accordance with its terms.

20.6 Integration. This contract constitutes the entire agreement between the parties and none of the parties are relying on any representations that may have been made that are not included in this contract.

20.7 Not a joint venture. Nothing in this contract creates the relationship of a partnership, joint venture, or other association of any kind, or agent and principal relationship between the parties. Each party is an independent contractor to the other contracting for services and acting toward the mutual benefits derived from this contract. No party, unless otherwise specifically authorized in this contract, has the authority to enter into any contract or create any obligation or liability on behalf of, in the name of, or be binding on another party to this contract.

20.8 Obligations beyond the term of this contract. This contract will remain in full force and effect to the end of the specified term or until terminated or canceled under this contract. All obligations of the parties incurred or existing under this contract as of the expiration, termination, or cancellation will survive the termination or cancellation of this contract.

20.9 **Supersedes former agreements.** This contract supersedes all prior contracts between Judicial and Law Firm for the services provided under this contract.

20.10 **Waiver.** No waiver of any term of this contract constitutes a waiver of any other provision, whether similar or dissimilar. No waiver of any term constitutes a continuing waiver of that term. No waiver is binding unless it signed in writing by the waiving party.

20.11 **Notices.** Whenever this contract requires a party to send notice or other communication to the other party, the notice must be in writing and must be delivered personally or sent by certified or registered mail, or by overnight courier, postage prepaid, or by e-mail message to the following addresses:

If to Judicial:

State Court Administration
Iowa Judicial Branch Building
1111 East Court Avenue
Des Moines, Iowa 50319

If to Law Firm:

A notice is effective either (1) on the day of personal delivery, or (2) two days after the date of mailing, whichever is earlier.

20.12 **Severability.** If any term of this contract is for any reason invalid or unenforceable, the rest of the contract remains fully valid and enforceable.

20.13 **Cumulative rights.** The various rights, powers, options, elections, and remedies of any party in this contract are cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies, or priorities allowed either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains unremedied, unsatisfied, or undischarged.

20.14 **Time is of the essence.** Time is of the essence with respect to the performance of the terms of this contract.

20.15 **Successors in interest.** This contract binds and inures to the benefit of all parties and their successors, assigns, and legal representatives.

20.16 Record retention and access. Law Firm must maintain books, records, and documents that sufficiently and properly document and calculate all charges billed to Judicial throughout the term of this contract for a period of at least 5 years following the date of final payment or completion of any required audit, whichever is later. Law Firm must permit the Auditor of the State of Iowa or any authorized representative of the State of Iowa and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of Law Firm relating to orders, invoices, or payments or any other documentation or materials pertaining to this contract. Law Firm must not impose a charge for audit or examination of Law Firm's books and records.

The parties are signing this contract on the date stated in the introductory paragraph.

IOWA JUDICIAL BRANCH

By: _____
David K. Boyd, State Court Administrator

LAW FIRM

By: _____

Court Debt Collection Contract
Exhibit A

DESCRIPTION OF THE PROJECT AND COMPENSATION

To _____ CONTRACT

Attachment 4

Iowa's Delinquent Court Debt in 52 Iowa Counties Eligible for Private Debt Collection*

Data as of 3.31.2010	Age of Debt Eligible for Private Debt Collection*							
	A	B	C	D	E	F	G	H
Case Types:	>1 to 2 YRS	>2 to 3 YRS	>3 to 4 YRS	>4 to 5 YRS	>5 to 10 YRS	>10 YRS to 10/1/1991	10/1/1991 and Prior	Total over 1 year old*
Civil	\$381,708	\$503,116	\$311,325	\$299,697	\$1,276,371	\$1,427,672	\$201,756	\$4,401,643
Criminal	\$15,993,203	\$12,560,521	\$9,000,199	\$7,205,868	\$30,003,125	\$19,700,444	\$1,472,270	\$95,935,630
Traffic	\$3,924,893	\$3,707,857	\$3,202,202	\$2,719,072	\$10,682,720	\$3,484,127	\$519,900	\$28,240,772
Juvenile	\$123	\$37	\$25	\$167	\$50	\$0	\$0	\$402
Misc	\$362,376	\$160,081	\$61,762	\$37,594	\$113,504	\$331,837	\$318	\$1,067,473
Total by Age	\$20,662,304	\$16,931,612	\$12,575,514	\$10,262,397	\$42,075,770	\$24,944,081	\$2,194,243	\$129,645,921
% of Total	16%	13%	10%	8%	32%	19%	2%	100%
% of Column:								
Civil	2%	3%	2%	3%	3%	6%	9%	3%
Criminal	77%	74%	72%	70%	71%	79%	67%	74%
Traffic	19%	22%	25%	26%	25%	14%	24%	22%
Juvenile	0%	0%	0%	0%	0%	0%	0%	0%
Misc	2%	1%	0%	0%	0%	1%	0%	1%
Total	100%	100%	100%	100%	100%	100%	100%	100%

2009 Statewide Delinquent Debt Owed by:	Amount owed:	% of Grand Total
Obigors on probation	\$55,864,097	11.0%
Obigors in prison	\$46,504,879	9.2%
Deceased obigors	\$3,110,501	0.6%
Subtotal	\$105,479,477	20.8%
Total Delinquent Debt	\$506,542,251	
<i>Figures in this table are from all 99 counties in June 2009.</i>		

Source: Iowa State Court Administration

Date: April 27, 2010

*According to the Iowa Code, the Judicial Branch can assign delinquent court debt to a private debt collection entity if: (1) the debt is one year old or more since it was deemed delinquent (i.e., 30 days after judgment or default entered by the court) and (2) the debt is from a county where the county attorney has not filed a Notice of Intent to Collect Delinquent Court Debt. (Note: As of May 3, 2010, the county attorneys from 47 counties have filed such a notice; the figures in this table are from the remaining 52 counties. Also see RFP sections 1.2.1 and 1.3.)