

Request for Proposals
For
Court Collection Services

State of Minnesota
Minnesota Judicial Branch – Finance Division
25 Rev. Dr. Martin Luther King Jr. Blvd.
St. Paul, MN 55155

Pre-Bid Conference: July 22, 2005
Due Date for Proposals: August 8, 2005

Request for Proposal
Collection Services
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REQUEST FOR PROPOSAL

COURT COLLECTION SERVICES

PART ONE – GENERAL INFORMATION

1.1 Objectives

This is a Request for Proposal from the Minnesota Judicial Branch, hereinafter referred to as the Courts, to contract with a collection agency, hereinafter referred to as the Agency, to collect past-due debt. The debt may include criminal, traffic and parking fines, Guardian ad Litem reimbursements, and other court ordered obligations. The Agency must enforce payments while adhering to the integrity and customer service standards of the courts. Extensive government and court collection experience is preferred.

The term of the contract and services provided by the Agency are anticipated to begin October 1, 2005, for a term of three years with the option to renew for two (2) additional one-year periods. Renewal will be contingent upon satisfactory performance evaluations by the Courts.

This request for proposal does not obligate the Courts to award a contract or complete the project, and the Courts reserve the right to cancel the solicitation if it is considered to be in its best interest.

1.2 Definitions

The following terms are used throughout this Request for Proposal:

Account - A unique identification number assigned by the Courts to an individual, partnership or corporation that is obligated to pay debt owed to the Courts. The number includes the “county location” number to identify the court location.

Agency – The collection agency selected and contracted pursuant to this RFP.

Courts – The Minnesota Judicial Branch includes the Supreme Court, Court of Appeals, and District Court locations in all eighty-seven counties throughout Minnesota.

Revenue Recapture – Minnesota Statute §270A allows state agencies to submit claims to the Department of Revenue for collection of past-due debts from state tax refunds, property tax credits, lottery winnings, or other state payouts. The Department of Revenue allows outside agencies to file these claims on behalf of government agencies.

Current Debt – Debt referred up to sixty days after the due date. The debtor would have received the original notice stating the amount due, but no collection efforts have been pursued. This will be the highest volume of on-going referrals from Hennepin and Ramsey Counties.

Non-current debt – Debt referred after internal collection efforts or sanctions have been imposed. Collection processes may have included collection letters, revenue recapture claims, drivers license suspensions, or other court actions.

Initial Referral of Debt – The initial referral of debt will include large volumes of both non-current and current debt. It will include debt incurred from May to October 2005, but no collection efforts have been pursued.

1.3 Project Background

The Minnesota Court System is structured into ten judicial districts and eighty-seven county courts. Each jurisdiction has varying collection philosophies and practices. In addition, several

different databases currently exist which will result in varying technology support and reporting requirements for different locations.

Each court location may utilize the collection efforts in various ways. The largest volume of ongoing referrals will be current debt from Hennepin, Ramsey, Stearns, and St. Louis Counties. Other counties may refer current and non-current debt.

The 2004 referrals for current debt from Hennepin, Ramsey, and Stearns counties totaled over \$11,000,000 for approximately 99,000 cases.

Prior to May 2005, Hennepin, Ramsey, Stearns, and St. Louis Counties utilized the collection services of the Department of Revenue that included revenue recapture and services subcontracted to third party vendors. Other Court locations utilize various internal collection procedures or other agency resources. The Courts now seek a statewide approach for collection services and to contract directly with a private vendor to provide a range of collection options.

Three types of account referrals will occur:

- Initial Referral of Debt
- Current Debt
- Non-current debt

The Agency will be required to file claims for revenue recapture to intercept tax refunds or other state funds owed to individuals. The Agency will be required to obtain and provide social security numbers for debtors and file these claims directly with the Department of Revenue.

PART TWO – COLLECTION AND PROCESSING REQUIREMENTS

2.1 Automated Collection System

The Agency will own, lease or otherwise have continual, guaranteed access to an automated system for collecting, organizing and documenting collection activities. The Agency's

automated system will meet the requirements for tracking and reporting accounts. On-line Court access to this system would be preferred. The Agency will also have the capacity to send and receive electronic messages between the Agency and the Courts.

The Courts currently utilize several database systems, and the Agency will be required to accept, update, and process information from at least five or six different record layouts. Likewise the Agency will have to provide remittance and account information in several formats. Accounts may be transferred from the Courts electronically via IXML, flat files, or manually. Data may be passed in real time or through periodic batch processing.

An interface will be required from the Agency for referring cases, processing payments, and reporting adjustments and uncollectible cases to each of the Court database systems. The cost of providing this interface from the various Court systems to outside sources will be at the expense of the Agency.

The data elements for the interface may include:

- Court /Agency ID number
- Account number – Court case or citation number including county identifier
- Debtor Name (may be an individual or a business)
- Date of Birth
- Drivers License Number
- Drivers License State
- Debtor address
- Debtor phone number
- Taxpayer number (Social security number or Tax ID)
- Principle amount of debt
- Original due date of debt
- Debt Description (offense and offense date)
- Court/Agency contact name
- Court/Agency contact address
- Court/Agency contact phone

The Agency will also be required to work directly with the Minnesota Department of Revenue for the revenue recapture process. Prior to entering into a contract with the Courts, the selected agency will be required to obtain a statement from the Department of Revenue validating the proposed implementation plan and schedule with respect to implementation of revenue recapture.

All data elements received and collected by the Agency must be maintained in a secure environment. The Agency must ensure that data elements are secure and data privacy cannot be compromised. For transferring files to and from the Courts, the selected vendor will need to securely connect to a Courts and/or agent server, using one of the methods listed below:

1. Secure File Transfer via (secure FTP, SSH, or WEB Page SSL)
2. WebSphere MQ-Series (secure SSL channel)
3. Microsoft Message Queuing (MSMQ) (secure SSL mode)

2.2 Referral and Update Methods

The Courts will provide account referrals and updates by electronic data transfer or manually. The method of data transfer will vary by county or district at its discretion. The Agency is responsible for working with each format and providing debt activity information back to the referring county in an acceptable format.

2.3 Customer Service

Collection contacts must be performed in a professional and respectful manner. No harassment, verbal abuse, or compromising the rights of the debtors will be tolerated and may result in recalling the debt and cancellation of the contract.

The Agency must provide detailed information on its customer service record and provisions in place to ensure that:

- Customer contacts are handled appropriately and professionally
- Accurate and timely information is always provided to clientele

- Processes are in place for recording and resolving customer complaints
- Service options are available for limited English proficiency clients. Customers include, but are not limited to, Spanish, Hmong, Vietnamese, and Somali populations.

2.4 Processing Payments

Payments must be forwarded to the Courts on a regular basis along with the corresponding remittance report. The remittance shall be the amount collected less assessed fees. Electronic transferring of funds and reporting is mandatory. Provide detailed information in the proposal on how the Agency will:

- process payments within your Agency
- forward electronic payments to the individual court
- provide timely payment information and reports
- handle NSF checks or other returned payments.

The Courts will continue to accept direct payments from the debtor.

2.5 Collection Procedures

The proposal must contain a detailed process for collection activities based on dollar values of referrals and the aging of accounts. The documentation must include detailed information and samples of services regarding the:

- Referral and handling of new cases
- Collection contacts including standards for notices, telephone calls, etc.
- Methods used to enforce payment from business, corporate, and individual debtors
- Resources to locate debtors, identify assets, and enforce payment
- Methods for obtaining and verifying social security numbers and accuracy rates
- Implementation plan for working with the Minnesota Department of Revenue for revenue recapture activities
- Cash handling and control procedures

- Forwarding payment to individual court locations
- Processing of multiple accounts from the same debtor owed to the same county or to more than one county
- Establishing payment plans for debtors
- Determining uncollectible cases

2.6 Debt Compromises

The Agency has no authority to accept compromises of the total amount owed and may not represent that it has any such authority.

2.7 Complaints and Corrective Action

Upon request of the Courts, the Agency will provide the Courts in writing, a response to complaints received by the Courts or the Agency on any alleged actions taken by the Agency. The response will be made by someone designated by the Agency and the response will be made within five (5) working days upon notification by the Courts. All questions and statements made by the Courts concerning the alleged actions will be addressed in the Agency's response.

2.8 Returned Accounts

The Agency will be required to pursue collection of court accounts in accordance with Minn. Stat. §609.135. Accounts older than six years shall be returned to the Courts.

Before any account is returned, the Agency must make all reasonable efforts to collect the debt.

The Agency must provide each a summary report showing all returned accounts with the collection activity detail and reason for the return must be included.

2.9 Recalling Debt

The Courts reserve the right to recall any account referred when it is in the best interest of the Courts. The Courts will owe no fee on accounts recalled for which no payment has been received. The Agency must return all recalled debt to the Courts at no cost and in the manner prescribed by the Courts within thirty (30) days of receipt of the written notice. This debt may also be re-referred at a later date.

2.10 Refunds

The Agency will be responsible for refunding any monies collected in error plus any incurred charges or fees in a timely matter.

2.11 Bankruptcy

All collection procedures will be in compliance with the provisions of the Federal Bankruptcy Code.

2.12 Cancellation Clause

The Courts may cancel the contract awarded to the Agency for any reason at its sole discretion.

2.13 Reporting Requirements

Reporting financial and collection status information will be a key component. The agency will be required to provide remittance and monthly reports. The remittance reports will provide receipt details and be remitted with payments.

Monthly reports must be submitted to each county which include summaries of remittances during the month and updates on client information. Upon written request, the Courts must be updated with the social security numbers, current addresses, and phone numbers of the debtors. A summary report must be submitted monthly to the Court Finance Department and must contain the following county and statewide information: total debt referred to the agency, total

collections by dollar amount, total cases paid in full, total cases with partial payments, total return cases, and total fees paid. An annual report of cumulative totals of the monthly reports will be required for each county and Court Finance Department.

All correspondence to the Courts and debtors must include the court location and account number.

The proposal must include details on the timing and distribution of reports and the options available to view and print reports.

The proposal must include report samples, as well as information on the options for the timing, distributing, viewing and printing of these reports:

- Referral acknowledgements
- Account activities
- Account statuses / aging receivables
- Remittance
- Returned debt
- Detail and Summary
- Updated client data – social security numbers, phone numbers, etc.
- Other reports

2.14 Project Management Team

The Agency will assign a project manager who will be available to Court Staff by e-mail or phone on a daily basis. The Agency will assign back-up individuals to this position in the event that the project manager is not available. The Agency will provide a toll free telephone line number for communication with the Courts. The project manager will also be available for occasional meetings. Scheduled meetings, which may involve travel, will be at the expense of the Agency.

The Agency will have employees dedicated to the collection of the Courts referrals for the term of the contract. In performance of the contract the Agency agrees to use only employees of the

Agency. The Agency may not subcontract or otherwise transfer the contract to another individual, party, or vendor.

2.15 Agency Training

The Agency will verify that the employees have received Fair Debt Collection Practices Act (FDCPA) training. The proposal must demonstrate how the agency will train its staff regarding the nature of court debt and service expectations.

PART THREE – AGENCY REQUIREMENTS

3.1 Experiences/References

The Agency must have a proven collection record with collection services capable of handling a large volume of delinquent accounts. Collection contracts with government agencies or experience collecting court, traffic, or parking fines is preferred.

Attach five client references. Include the contact name, collection operation technology or systems contact name, telephone number, length of service, referral volume, collection rates, and a description of the automated or manual database system. Client references from government agencies or Courts are preferred.

3.2 Financial Statements

The proposal must demonstrate that the Agency is currently financially stable and that future financial conditions are not likely to jeopardize the Agency's ability to provide service to the Courts. The Agency should demonstrate financial stability through one or more of the following:

1. Audited financial statements that show financial stability;
2. Unaudited financial statements or excerpts from financial statements that show financial stability;

3. A commitment to post performance bonds;
4. Pro Forma Financial Statements with assumptions identifying future financial performance; or
5. Other demonstrations deemed useful by the Agency.

The proposal must disclose any bankruptcy filings within the last seven years under the name of the Agency in a debt collection and/or location related business.

3.3 Licenses

The Agency will retain a current Collection Agency Occupational License(s) required by the State of Minnesota and all respective jurisdictions during the life of the contract.

3.4 Operational Audit

The books, records, documents, and accounting procedures and practices of the Agency relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor for a minimum period of six years from the termination of this contract. Records shall be sufficient to reflect all costs incurred in performance of this Contract.

3.5 Employee Fidelity Bond

The Agency will keep in effect an employee fidelity bond for the period of the contract plus 180 calendar days thereafter in the amount of \$1,000,000.00 per claim to protect the Courts against loss through failure by the Agency or any of its employees or agents to remit to the Courts all monies due. This bond will be in the form approved by the Courts, and the Surety Company will be authorized to do business in Minnesota and will be a company approved and licensed by the Minnesota Commissioner of Insurance.

PART FOUR – FEES

4.1 Fees

The Courts have a preference for an all-inclusive fee for level of service. The proposal shall identify the basis for the proposed service fee. However, if the agency proposes separate fees or charges for specific services, each should be identified in the proposal. The proposed fee schedule should account for all costs of implementation, ongoing services, and accounting requirements. Fee information on level of service is requested. Individual Courts are considering using the collection agency in a variety of ways as explained in section 1.3. In the proposal the Agency shall identify the fee differential, if any, which would be proposed for the alternative levels of service identified below. If a particular feature would have no impact on the basic fee proposal, the Agency should respond specifically to that effect.

- Routine collection contact by telephone and/or mail including the revenue recapture processing
- Obtaining social security numbers independently vs. receiving social security numbers from the Courts or other government agencies
- Daily remittance of payments vs. weekly remittance of payments
- Current vs. non-current debt referrals
- Progressive collection efforts beyond letter or telephone contact and revenue recapture
- Other service options and costs

PART FIVE- REQUEST FOR PROPOSAL INFORMATION

5.1 Pre-Proposal Conference

A pre-Proposal Conference will be held on July 22, 2005 at 10:00 a.m. at:

Minnesota Judicial Center – Room G31
25 Rev. Dr. Martin Luther King Jr. Blvd.
St. Paul, MN 55155-1500

At the pre-Proposal Conference, representatives from the Courts will respond to questions regarding the requirements, terms, and conditions set forth in the RFP. In order to assist the RFP Committee in responding to questions in the limited time available during the conference, written questions may be forwarded in advance no later than July 15, 2005 by e-mail to Linda.Herman@Courts.State.MN.US or by mail to:

Linda Herman
Minnesota Supreme Court – Finance Division
25 Rev. Dr. Martin Luther King Jr. Blvd.
St. Paul, MN 55155-1500

Attendance at the conference is recommended but not required. The attendance is limited to no more than two representatives from each interested Agency.

The Courts reserve the right to clarify or modify any oral answers given in response to questions at the conference. Any clarifications shall be transcribed and provided to all conference attendants. All written questions submitted prior to the conference will receive a written response that will be provided to all conference attendants. After the pre-Proposal Conference, the written responses will be mailed out to all vendors who submit a written request to the address listed above. The Courts also reserve the right to issue written addenda, if needed, as a result of the pre-proposal conference. Such addenda may set forth changes to, including modification, addition to or deletion of, several of the requirements and specifications as set forth in the RFP. Copies of such addenda will be provided to all conference attendants.

The Courts will not respond to any telephone inquiries or visitation regarding this RFP.

[The pre-proposal conference was held on 07/22/05. An Addendum addressing the responses to vendor questions is posted on our website at http://www.courts.state.mn.us.](http://www.courts.state.mn.us)

5.2 Oral Presentations

The Courts may extend the opportunity for oral presentations. The purpose of these oral presentations will be to ensure full understanding of the provisions of the proposal. Oral presentations will only be held with proposers who have submitted a proposal deemed reasonably acceptable for award. The Courts retain sole authority for determining the number and choice of proposers selected to provide oral presentations. Any costs associated with the presentations will be at the expense of the proposer.

5.3 RFP Addenda

If addenda are issued they will be provided to all known to be in receipt of the RFP. The Courts reserve the right to change the proposal schedule or issue addenda to the RFP at any time. No liability will result from such addenda. Proposers must acknowledge, in writing, receipt of all addenda and include a copy with their response to this proposal. The Courts also reserve the right to cancel or reissue this RFP.

5.4 Submitting Proposals

All proposals must be sent to:

Collection Services RFP
c/o Minnesota Supreme Court, Finance Division, Room 110
Minnesota Judicial Center
25 Rev. Dr. Martin Luther King Jr. Blvd.
St. Paul, MN 55155-1500

All proposals are due no later than 3:00 p.m. on August 8, 2005. Deliveries can be made to the Ground Floor Receptionist of the Minnesota Judicial Center. Fax and e-mail proposals will not be accepted.

Late responses will not be considered. Therefore it is suggested that a proposal be sent in a manner that ensures it arrives on time, for example: overnight delivery, local courier, or in person. All costs incurred, including development, in responding to this RFP will be borne by the responder. Responses received after the closing deadline of 3:00 p.m. on August 8, 2005 will be returned to the Agency.

5.5 Copy Requirements - Twelve

Twelve copies of the proposal are to be sealed in a mailing envelope or package stating "Response Enclosed to Collections RFP" with the Agency's name and address clearly written on the outside. Each copy of the proposal must be signed, in ink, by an individual authorized legally to enter into a contract on behalf of the Agency. The twelve copies of the proposals submitted with this request are to be delivered to Courts at the address designated in provision 5.4.

Agencies must comply with all of the terms of the RFP, and all applicable local, state, and federal laws, codes and regulations. The Court may not consider any or all proposals and may waive any minor irregularities in proposals received.

Proposers may not restrict the rights of the Courts or qualify its proposal. If a proposer does so, the Courts may determine the proposal to be non-responsive and the proposal may not be considered.

The Courts reserve the right to refrain from making an award if it is determined to be in the Courts' best interest.

5.6 Proposal Content

The Courts have established certain requirements with respect to proposals to be submitted for contracted services. Whenever the terms "will", "must", "shall", or "is required" are used in this RFP, the specification/requirement being referred to is a mandatory requirement. Failure to meet any mandatory requirements will cause rejection of the proposal.

The proposer's response to the RFP will be considered as the proposer's formal offer.

The proposal must include the requested information in sufficient detail to allow the Courts to evaluate the proposal based solely on the information provided. Each part of the proposal must contain the same section or part number and title as used in this RFP.

By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from the award, subsequent cancellation of the contract, if awarded, as well as subject the responder to suspension or debarment proceedings as well as other remedies available by law.

5.7 Required Format of the Proposal

Failure by any Agency to include the following information or statements in its proposal will result in the proposal being declared unacceptable or non-responsive, and it will receive no further consideration for award of the contract.

Proposals must include the information prescribed herein and be organized in the following manner:

Tab 1 Letter of Transmittal

Tab 2 Addenda Acknowledgment

Provide each copy of any addenda received identifying the date of receipt.

Tab 3 Title Page

Each copy of the proposal will have a title page with the following:

- A. Title of Proposal
- B. Agency's Name
- C. Name, Title, Phone Number, E-mail and Mailing
Address of the persons who can respond to inquires
regarding the proposal.

Tab 4 Technical Capabilities and Requirements

Tab 5	Referral and Updating Methods
Tab 6	Customer Service
Tab 7	Payment and Accounting Procedures
Tab 8	Collection Methods and Procedures
Tab 9	Handling of Complaints, Returned Accounts, and Refunds
Tab 10	Reports
Tab 11	Project Manager
Tab 12	Training
Tab 13	Experience and References
Tab 14	Financial Statements
Tab 15	Human Rights Certification and Required Licenses
Tab 16	Fee Schedule

5.8 Transmittal Letter

A transmittal letter must accompany the proposal. The letter should be in the form of a standard business letter and must be signed, in ink, by an individual authorized to legally enter into a contract on behalf of the Agency. The letter must include the following information in corresponding order and be clearly identified by number of the requirement to which it is responsive:

1. A statement that the proposal is for collection of court debt.
2. A statement of the Agency's business history (e.g., formation, any mergers or changes of business name) and a statement that this contract is authorized by the Agency's corporate bylaws or other authorizing documents, if applicable.
3. A statement indicating that the Agency is registered as a corporation or other legal entity in good standing with the Minnesota Secretary of State.
4. A statement indicating that the Agency is licensed and bonded as required by the Minnesota Department of Commerce, unless statutorily exempted, and are authorized

both to do business in Minnesota and to provide the services set forth in the Agency's proposal.

5. A statement indicating the Federal and Minnesota Tax Identification Numbers for the company submitting the proposal and the collection agency license number issued by the Minnesota Department of Commerce.
6. A statement that no attempt has been made or will be made by the Agency to induce any other person or firm to submit or not to submit a proposal.
7. A statement of acceptance, without qualification, of all terms and conditions stated in this RFP. Any suggestions for alternate language must be indicated on a "Exceptions to Terms and Conditions" form. The Courts are under no obligation to accept wording changes submitted by the Agency.
8. A statement by the Agency acknowledging that none of the collection services to be provided by the Agency pursuant to the contract will subcontracted or delegated to any other organization, subdivision, association, individual, corporation, partnership, or group of individuals or other such entity.
9. A statement certifying that no personnel currently employed by or under personal contract to the Courts, participated, either directly or indirectly, in any activities related to the preparation of the Agency's proposal.
 - a. The Agency has not offered, promised or given a rebate, gift, money, or anything of value other than items of nominal value, or offered any promise, obligation or contract for future reward to a Court officer or employee in connection with this contract or in connection with any other Court action affecting this contract.
 - b. To the best of its knowledge, no Court officer or employee who participates in or supervises the negotiation of this contract will have a personal financial interest

in this contract or in connection with any other Court action affecting this contract or will personally benefit.

- c. It will not seek, receive, or use confidential information from the Courts or the Court's officers or employees for reasons outside of this contract.
 - d. It has disclosed to the Courts any conflict of interest or violation known to it of Minnesota Statutes Sections 10A.07, 15.43, 43A.38, 216A.035, 216A.036, 471.87 or 609.42.
10. A statement identifying those individuals who were involved in the preparation of the proposal.
11. A statement that the Agency is in compliance with Minn. Stat. 363A.36 and has obtained a Certificate of Compliance from the Minnesota Department of Human Rights, if required by statute to do so.
12. A statement guaranteeing that each person signing or initialing the proposal is the person in the Agency's organization responsible for, or authorized to make decisions as to the proposal and that he/she has not participated and will not participate in any action contrary to those stated above.

NOTE: A copy of corporate resolutions must accompany the transmittal letter authorizing the person(s) signing and/or initialing the proposal to sign binding contracts.

5.9 Proposal Evaluation

Responses may be evaluated by a committee of Court personnel or by senior officials at the Courts. The Courts will select the firm(s) submitting the most responsive proposals that demonstrate clear capability to best fulfill the purposes of the RFP in a cost-effective manner.

Evaluation of proposals will be divided into two Phases: (1) Evaluation of Mandatory Requirements, and (2) Evaluation of Experience, Qualifications, and Costs for those meeting the mandatory requirements in Phase (1).

The “Best Value” for collection services will be determined by:

- Quality of customer services available to Courts and our clientele
- Timeliness of initial set-up, collecting funds, and forwarding payments
- Ability to provide detailed reports and updating case information
- Experience in collections for government and court agencies
- Technical requirements and compatibility with our systems
- Record of performance with court collections measured by collection rates
- Fee schedule and costs.

5.10 Selection Notification

The selection of the Agency is anticipated to be completed and announced to the Agency by mid-September 2005.