



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU5391

This contract entered into this 14th day of January 2019, by S & S Recovery, Inc, hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From January 14, 2019 through January 13, 2021 with three (3) two-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
(2) The following portions of the Request for Proposal LBS-997 dated June 22, 2018:
(a) The Statement of Needs;
(b) The General Terms and Conditions;
(c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
(d) Addendum No. One dated July 13, 2018;
(e) Addendum No. Two dated July 23, 2018;
(f) Addendum No. Three dated August 3, 2018;
(g) Addendum No. Four dated August 13, 2018.
(3) The Contractor's Proposal dated August 17, 2018 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
(a) Negotiations Summary, dated January 7, 2019.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

By: [Signature]
(Printed Name) Lee Anne Beathy Smith

By: [Signature]
(Printed Name) John Welborn

Title: Buyer Senior, JmU

Title: Vp of Sales



**RFP # LBS-997, Collection Services  
Negotiation Summary for S & S Recovery, Inc.**

**January 7, 2019**

1. Contractor agrees that this Negotiation Summary modifies the Contractor's response to RFP# LBS-997.
2. Contractor's pricing schedule is as follows:
  - a. All Accounts regardless of type of account and/or placement (*to include judgment accounts*): 17% collection fee of total amount collected. This percentage shall not be increased for the life of the contract.
  - b. There shall be no litigation provided on accounts placed by VASCUPP institutions.
  - c. Contractor shall provide one (1) free 30-day pre-collect letter on 1<sup>st</sup> placement accounts. The pre-collect period is defined as a time period beginning upon placement of a VASCUPP account where the Contractor shall immediately send a demand letter to the debtor and payments received from debtor(s) during this time period shall not incur a collection fee by the Contractor.
  - d. The collection fee shall be the sole compensation paid for collection services. There shall be no additional charges allowed.
3. Contractor shall ensure that all checks and ACH debtor payments clear prior to remitting funds to the Purchasing Agency.
4. Contractor shall maintain the ability to report to a minimum of one (1) national credit bureau (*for non-Perkins placements*) and shall make all necessary corrections when an account is reported in error.
5. Contractor shall allow the Purchasing Agency to determine the timeframe in which accounts that meet certain criteria are automatically returned to the Purchasing Agency.
6. Contractor shall provide debt collection services in accordance with the laws in the state where the debtor resides. At the Purchasing Agency's request, Contractor shall notify Purchasing Agency in the event that a debtor has a change of address to a state where collection fees are prohibited or restricted.
7. Contractor agrees that in the event the law requires an "agreement" between the debtor and Purchasing Agency in order to add collection costs, the Contractor shall accept the following as acceptable "agreements":
  - a. Express written agreement
  - b. Promissory note
  - c. Electronic signature



**RFP # LBS-997, Collection Services  
Negotiation Summary for S & S Recovery, Inc.**

**January 7, 2019**

- d. Online acknowledgement (click thru)
  - e. Language posted online along with student handbooks and catalogs informing students of collections costs being added to debt collection.
8. Contractor agrees that each Purchasing Agency shall be treated as a separate client in terms of monies and data management.
9. Contractor shall work with the Purchasing Agency's Billing Agent for Perkins Loan collections with all Perkins Loan debt remitted directly to the designated Billing Agent.



August 17, 2018

Commonwealth of Virginia  
James Madison University  
Procurement Services MSC 5720  
752 Ott Street, Wine Price Building  
First Floor, Suite 1023  
Harrisonburg, VA 22807

**Subject: RFP # LBS-997**

Dear Ms. LeeAnne Beatty Smith and Members of the Evaluation Committee:

Thank you for the opportunity to provide a formal proposal to James Madison University (JMU) in response to the subject RFP.

We understand that JMU wishes to enter into a contract for collection agency services for debt collection services for the University. S & S Recovery, Inc. has been in business for over 33 years, and since then we have maintained a reputable collection percentage well above the national averages, according to the ACA (The Association of Credit and Collection Professionals) reports. We take pride in knowing that we meet or exceed the averages reported by the ACA.

S & S Recovery, Inc. acknowledges all RFP requirements, meets or exceeds all RFP requirements and will comply with all of JMU's expectations, without exception. Indeed, our goal is to delight you and surpass your expectations.

Please contact me at 800-467-1144, ext. 120 or email me at [harperm@ssrecoveryinc.com](mailto:harperm@ssrecoveryinc.com) for any additional information that you may require.

With Sincere Regards,

John Welborn  
Vice President of Sales



**REQUEST FOR PROPOSAL**  
RFP# LBS-997

**Issue Date:** 6/22/18  
**Title:** Collection Services  
**Issuing Agency:** Commonwealth of Virginia  
 James Madison University  
 Procurement Services MSC 5720  
 752 Ott Street, Wine Price Building  
 First Floor, Suite 1023  
 Harrisonburg, VA 22807

**Period of Contract:** From Date of Award Through One Year (Renewable)

**Sealed Proposals Will Be Received Until 2:00 PM on August 16, 2018 for Furnishing The Services Described Herein.**

*SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.*

All Inquiries For Information And Clarification Should Be Directed To: LeeAnne Beatty Smith, Buyer Senior, Procurement Services, [smith2LB@jmu.edu](mailto:smith2LB@jmu.edu); 540-568-7523; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

**NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.**

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

S & S Recovery, Inc.

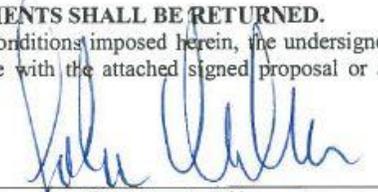
4210 Altruria Road Suite 131

Bartlett, TN 38135

Date: 8/17/2018

Web Address: www.ssrecoveryinc.com

Email: welbornj@ssrecoveryinc.com

By:   
(Signature in Ink)

Name: John Welborn  
(Please Print)

Title: Vice President of Sales

Phone: 800-467-1144 ext 109

Fax #: 901-386-2904

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 JW #2 JW #3 JW #4 JW #5 \_\_\_\_\_ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

YES;  NO; *IF YES* ⇒  SMALL;  WOMAN;  MINORITY *IF MINORITY:*  AA;  HA;  AsA;  NW;  Micro

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

Rev. 5/4/18 LMF



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Note: For convenience the requirements are highlighted in blue with the responses immediately following.

## STATEMENT OF NEEDS

James Madison University (JMU) seeks a Contractor that is an established industry leader in providing debt collection services that achieves the maximum recovery of debt for institutions of higher education. Specifically, the Contractor shall provide debt collection services for the following types of unpaid accounts: tuition and fees; student loans; returned checks; and miscellaneous receivable accounts.

A. The Contractor shall be responsible for the following:

- Providing collection services to the VASCUPP institution in accordance with all regulations and laws to include, but not limited to, the following:
  - Federal Regulations for Perkins loans
  - Fair Debt Collection Practice Act
  - Virginia Debt Collection Act (§ 2.2-4800 et seq.),
  - Consumer Credit Protection Act
  - National Defense Education Act of 1958, Title II,
  - Public Health Service Act Titles VII and VIII,
  - Gramm-Leach-Bliley Act

**S & S Recovery, Inc.** will perform contracted services and processes in compliance with all current and future provisions of The Fair Debt Collection Practices Act (FDCPA), Consumer Credit Protection Act (Public Law 90-321), Family Educational Rights and Privacy Act (FERPA), Fair Credit Reporting Act (FCRA), Telephone Consumer Protection Act (TCPA), Consumer Financial Protection Bureau (CFPB), National Defense (Federal Perkins) Education Act of 1958, Title II, and the Public Health Service Act Titles VII and VIII. **S & S Recovery, Inc.** will also maintain compliance with federal regulations pertaining to the Higher Education Act of 1965 Title IV, as amended, specifically those statutory provisions in Section 668.25 (contracts between an institution and third-party servicer).

- Maintaining licenses as required by law, and in states necessary, to provide collection services.

**S & S Recovery, Inc.** understands and will comply with this statement.

- Undertaking the collection of all accounts referred by the VASCUPP institution without regard to the amount.



**S & S Recovery, Inc.** will accept for collection all accounts referred by your Institution without regard to geographical area, amount, or age of the account. Our collection efforts fully comply with all federal, state or local laws and regulations.

- Accepting cancellations, deferments, or postponements for any referred collection and Contractor agrees that no fees shall be charged to the VASCUPP institution in this event. The VASCUPP institution reserves the right to request the return of an account for any reason.

**S & S Recovery, Inc.** understands and will comply with this requirement.

- Maintaining detailed and accurate accounting ledgers of all collected and disbursed monies throughout the contract period and providing a detailed accounting report at any time upon request by the VASCUPP institution.

**S & S Recovery, Inc.** acknowledges and complies with this requirement.

- Providing a copy of the firm's Attestation Audit Letter annually to the VASCUPP institution.

**S & S Recovery, Inc.** will comply with this requirement.

- Remitting to the VASCUPP institution each month the net total of funds collected (*after debtor check payments have cleared*) in the previous month, with the exception of the funds collected for Federal Perkins Loans. Federal Perkins Loan account collections shall be remitted directly to the billing agent designated by the VASCUPP institution. The VASCUPP institution agrees to remit collection fees to Contractor in the event payments are made directly to the institution or the Billing Agent.

**S & S Recovery, Inc.** provides services to over 100 higher education clients. The majority of **S & S Recovery, Inc.**'s clients pay on a net-of-fee basis. Therefore, in most instances, our commission dollars stay in house. Others pay on a Net 30 basis. Due to the number of clients and our revenue stream mix, we are able to maintain more than sufficient working capital, and **S & S Recovery, Inc.** is able to accept payment on Net 30 terms, if necessary.

We are members of the following student loan billing services. We receive business from these billing services on a monthly basis for our clients that are on full automation with these services. We also reconcile our inventory monthly with reports provided by the following **Billing Services**:

- ECSI



- UNISA
- UAS
- EDSI



- Reporting to a minimum of one (1) national credit bureau each account referred by the VASCUPP institution, with the exception of Federal Perkins loans (*Federal Perkins loans are reported to the credit bureau by separate loan billing agents*). The accounts shall be placed with a credit bureau within sixty (60) days of placement with the Contractor. Contractor will make the necessary corrections when an account is reported in error.

**S & S Recovery, Inc.** also has access to the three major National Credit Bureaus:

- Trans Union
- Equifax
- Experian



We will report to credit bureaus, if and when our clients require us to do so. When our clients require reporting, we report all borrowers to the major credit bureaus on a monthly basis.

- Designating a primary point of contact for the VASCUPP institution and provide a toll free phone number for debtors.

**S & S Recovery, Inc.** has multiple points of contact available for VASCUPP to utilize, however, the primary point of contact will be:

Jason Woodall, Vice President of Collections  
Phone: 800-467-1144 ext. 116  
Fax: 901-386-2904  
Email: [woodallj@ssrecoveryinc.com](mailto:woodallj@ssrecoveryinc.com)

The toll free number to S & S Recovery, Inc. is 800-467-1144.



- Maintaining a fidelity bond that names the Commonwealth of Virginia as the beneficiary in the amount of one hundred thousand (\$100,000) dollars throughout the term of the contract.

**S & S Recovery, Inc.** has Commercial Crime coverage of \$2,000,000.00 which covers employee dishonesty, among other things. We trust that JMU will accept this coverage as the required fidelity bond.

- Submitting a report with each monthly remittance check that includes the following information at a minimum for each account:
  - Name of the debtor
  - Account number
  - Date of payment by the debtor
  - Payment amount
  - Total amount paid for collection services
  - Total amount paid to VASCUPP institution

**S & S Recovery, Inc.** acknowledges and will comply with this requirement,

B. The Contractor shall not:

- Have authority to file suit on any account referred by the VASCUPP institution.

**S & S Recovery, Inc.** will not file any legal action against a debtor without the prior express approval of your institution.

- Settle any account balance or agree to a compromise without the prior written agreement of the VASCUPP institution.

**S & S Recovery, Inc.** will not settle any account or agree to compromise without the prior written consent of the VASCUPP institution.

- Share in funds collected by the VASCUPP institution as a result of exercising authority for the Commonwealth Debt right of set-off granted by the Code of Virginia. The VASCUPP institution will notify the Contractor of any set-off monies received.

**S & S Recovery, Inc.** understands and will not share in funds collected from the Commonwealth Debt right of set-off granted by the Code of Virginia.



- Refer an account placed with the Contractor to another collection agency without prior approval by the VASCUPP institution.

**S & S Recovery, Inc.** agrees not to refer an account to another collection agency without prior approval by the VASCUPP institution.

- Perform services on an account that is subject to bankruptcy proceedings. The Contractor shall notify the VASCUPP institution immediately in writing of any bankruptcy notices.

**S & S Recovery, Inc.** will not perform services on an account that is subject to bankruptcy proceedings. It is our common practice to verify the bankruptcy information and notify our clients immediately after receiving any bankruptcy information.

C. Describe in detail your firm's approach to each of the following items. Failure to provide responses to the items below may result in rejection of the proposal.

1. Describe in detail the types of accounts for which your company performs and provides debt collection services.

**S & S Recovery, Inc.** specializes in the recovery of receivables and loans for higher education institutions which includes educational debt collections recovery for:

- Perkins Loans
- Pell Grants
- Tuition Accounts
- Student Loans
- Institutional Loans
- Accounts Receivables
- Nursing Loans
- Health Professional Loans
- Health Care Services
- Non-Sufficient Funds



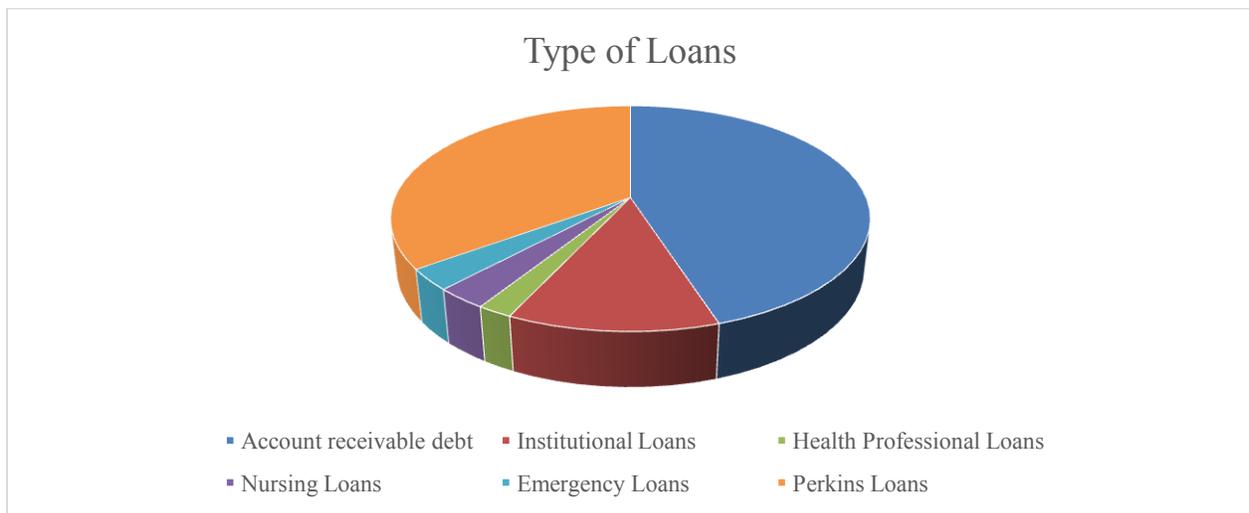
**ONE HUNDRED PERCENT (100%) of our portfolio is education-related debt!**



**Our Portfolio and Services Mix**

The average size of **S & S Recovery, Inc.**'s portfolio is approximately 60,000 accounts totaling \$100M+.

The type and the percentage of accounts currently being serviced are as follows:



**S & S Recovery, Inc. has collected NDSL/Perkins loan debt since 1985!**

- Describe the standard methodologies employed to maximize the collection of account receivables. Include the minimum number of telephone calls to debtors and the maximum number of telephone calls to debtors.

**Step 1: Pre-Collect Letter**

As part of our standard practice for 1st placement accounts per the client's request, **S & S Recovery, Inc.** sends a 30 Day Pre-Collect Letter. This Pre-Collect Letter is mailed out to the consumer at no charge to your Institution, as a final attempt to collect delinquent accounts free of charge prior to full service debt placement.

Once we have all necessary information, we will send out the Pre Collect Letters. We will hold the accounts in our system until the 30 days have expired, then roll the accounts to active collections.



**S & S Recovery, Inc. does not earn a commission on any account that is paid, or if a student agrees to pay, during this time frame.**

If the student(s) does not remit payment within the timeframe set forth in the Pre-Collect Letter, your Institution is contacted to confirm balance(s) outstanding and collection efforts begin immediately.

## **Step 2: Initial Processing of Accounts**

**S & S Recovery, Inc.** will accept for collection all accounts referred by your Institution without regard to geographical area, amount, or age of the account. Our collection efforts fully comply with all federal, state or local laws and regulations. **S & S Recovery, Inc.** maintains ethical and lawful collection practices with every account. Threats, intimidation and harassment under any circumstances will never be a means of collection. Persistent, firm attempts deliver positive results for your educational facility. All members of our staff act as an extension of your Institution while recovering delinquent payments. We act in full compliance of the Fair Debt Collection Practices Act as well as all state and federal laws.

When collecting Higher Education student debt, the strategy and process does not change; however, our collectors understand the importance of the differences when addressing the resolution of both student accounts receivables and other campus based loans.

We are members of the following student loan billing services. We receive business from these billing services on a monthly basis for our clients that are on full automation with these services. We also reconcile our inventory monthly with reports provided by the following **Billing Services**.

- UNISA
- ECSI
- UAS
- EDSI
- ACS

After **S & S Recovery, Inc.** receives your account placement, accounts will be entered into our collection system, placed in the proper department to start collection efforts. Your Institution will receive an email acknowledgement from **S & S Recovery, Inc** when file is uploaded.

**S & S Recovery, Inc.** cross-matches Federal Perkins/NSLDS and receivable accounts for the same borrower, and we have only one collector working both accounts. This is done automatically through our system. Upon entering new accounts, our system provides us with a name and social security match report to notify us that we have duplicate accounts in house for the same borrower.



**S & S Recovery, Inc.** shall use its best efforts to achieve maximum recovery of the accounts referred for collection. These efforts will include, but are not limited to, a pre-collection process, skip tracing programs, telephone calls, and mail efforts.

The data that should be in the file you send is as follows:

- Name of Borrower
- Address
- Phone (if available)
- Client reference #
- Social Security number
- Date/Term attended "Date of default"
- Principal, interest, late charges and collection cost (if applicable)
- Date of Last Payment
- Type of Business (1<sup>st</sup> placement, 2<sup>nd</sup> placement, Pre Collect Letter, A/R, Intuition Loans, Perkins)

### **Step 3: Collection Processing**

- Letter #1, the "Validation of Debt Letter", is the first notice to the borrower that the account has been placed for collection. It is sent to the borrower when the account rolls to active collections. As indicated on the letter, the borrower is given 30 days to dispute the validity of the debt. The Fair Debt Collection Practices Act (FDCPA) states consumers have the right to dispute the validity of any debt. **S & S Recovery, Inc.** is in compliance with the guidelines of the FDCPA. Upon receiving a dispute, we request clarification from the consumer as to what part is being disputed and request the proper documentation from the institution to validate the debt without delay. When the dispute is resolved, collection procedures continue.
- Report to the Credit Bureaus as long as your Institution permits. When permitted we will report to the major credit bureaus (Equifax, Experian, Trans Union).
- Accounts are then batched to "scrub" in numerous skip tracing databases to search for additional information relative to the file. (Ex: bankruptcies, new possible addresses, new phone numbers, relatives, etc.).
- Additional information is loaded to temporary windows as possible contact information.
- Your "Client Acknowledgement" statement is generated and delivered.
- Accounts are placed in the collection pool for primary phone calls.

**S & S Recovery, Inc.** will perform contracted services and processes in compliance with all current and future provisions of The Fair Debt Collection Practices Act (FDCPA), Consumer Credit Protection Act (Public Law 90-321), Family Educational Rights and Privacy Act



(FERPA), Fair Credit Reporting Act (FCRA), Telephone Consumer Protection Act (TCPA), Consumer Financial Protection Bureau (CFPB), National Defense (Federal Perkins) Education Act of 1958, Title II, and the Public Health Service Act Titles VII and VIII. **S & S Recovery, Inc.** will also maintain compliance with federal regulations pertaining to the Higher Education Act of 1965 Title IV, as amended, specifically those statutory provisions in Section 668.25 (contracts between an institution and third-party servicer).

All of the **S & S Recovery, Inc.** collectors are given a breakdown of state laws and certain requirements of each state. We also have safeguards in our collection software to help maintain the ever changing compliance landscape. Several states have collection practice laws that are more restrictive than the Fair Debt Collection Practices Act. It is important that our collectors be informed of any laws that are more restrictive in order to protect the interest of the Institution. One of the major concerns in the collection of student receivable accounts is maintaining the statute of limitations. Our initial concern when initiating collection activity on student receivables is to obtain validation of the account from the consumer. Validation may be in the form of a written payment proposal, a letter recognizing the authenticity of the debt, or payment toward the debt in question. Any one of these activities will reinstate the statute of limitations on an account.

**S & S Recovery, Inc. Inc understands the relationship between your Institution and its Alumni is a delicate one and requires special handling. Therefore, S & S Recovery, Inc. will handle your accounts with collection efforts through courteous interaction with your borrowers.**



**Important!**



**S & S Recovery, Inc.** recognizes that all institutions and universities require special services for Perkins Cohort loans. We realize that these debts must be collected within 12 months and the ramifications that may result due to non-payment due to cohort default rate percentages. Therefore, we code these accounts as cohort accounts, and we single them out and give them extra attention.

**We have a dedicated emphasis on mitigating cohort default rates.**

#### **Step 4: Phone Collections and Skip Tracing**

**S & S Recovery, Inc.** understands that successful collections are acquired by technical knowledge and training of each of our collectors. Other important tools include: collection and early intervention plans, the process of recovering debt owed, and the skip tracing tools utilized to locate consumers.

**S & S Recovery, Inc.** uses a collection pool to maximize contact attempts, within the guidelines of the law, by different collectors. It is our belief that some collector's voices and strategies work differently with various students. Accounts remain in the pool for the first thirty (30) days or until contact is made with the consumer. Accounts within the account pool are worked every three (3) days until the initial thirty day period has expired. Once the initial thirty (30) day period has expired these accounts that have been contacted and have a payment arrangement are retained by that collector and the others are transferred to out "Tier 1" collectors. Tier 1 collectors are the most experienced and have the highest average monthly collections company wide. Tier 1 collectors are given sixty (60) days to call, skip, and/or contact the consumer. After the sixty (60) day period the accounts without sufficient arrangements are then transferred again to "Tier 2" collectors. They are given the same number of days to contact and negotiate arrangements with the consumer. At the end of the sixty (60) day period accounts with no arrangements are sent to a skip file, provided no verified information remains on the account, for an in-depth "re-scrub" to find new contact information.

**S & S Recovery, Inc.** monitors and evaluates each collector by reviewing his/her individual handling and performance. Each collector is required to work accounts a minimum of every twenty-one (21) days. Our software allows us to prioritize accounts outside these guidelines that guarantee these accounts are worked as prescribed.

#### **Skip tracing**

**S & S Recovery, Inc.** believes that skip tracing is a pivotal part of the collection process. Using online tools and locating networks aids collectors in finding new information vital to contacting consumers. **S & S Recovery, Inc.** utilizes the following networks and media files:

- eBureau



- Lexis Nexis
- Innovis
- TransUnion Risk and Alternative Data Solutions, Inc. /TLO



**S & S Recovery, Inc.** also has access to the three major National Credit Bureaus:

- Trans Union
- Equifax
- Experian



**S & S Recovery, Inc.** has scheduled processes that are performed that provide verified and possible leads to our collectors. Upon initial placement of an account, the address on file is evaluated with United States Postal Service National Change of Address database (NCOA). If there is a variation of the current address, it is loaded and our account file is updated. All new accounts placed are batched and submitted to TLO and any phone numbers obtained are loaded in our system as possible numbers. These numbers are then contacted to verify which good contact numbers are for the consumer.

**S & S Recovery, Inc.** constantly researches and applies the latest in skip-tracing technology. In addition to the paid networks that **S & S Recovery, Inc.** subscribes to, our collectors make use of internet locating sites such as:

- Google
- National Association of Credit
- 411 White Pages
- National Student Clearing House
- LinkedIn
- Facebook
- Switchboard HITP
- pipl
- Area Code Look Up



- Netscape People Search
- US Postal Service
- Social Media

During the collection process, collectors receive numerous inbound calls. We use Caller ID (caller identification) and update each number that any inbound call comes from regarding a consumer's account. **S & S Recovery, Inc.** also utilizes old, but effective methods. These methods include contacting neighbors, employers (past and present), tax offices and websites, post offices, and other references allowed by the law.

### **Step 5: Reporting to Credit Bureaus**

We will report to credit bureaus, if and when our clients require us to do so. When our clients require reporting, we report all borrowers to the major credit bureaus on a monthly basis.

### **Step 6: Client Reporting and Performance Updates**

#### Real-time Reporting

**S & S Recovery, Inc.** accounts receivable management platform and collection system has a powerful Real-time reporting interface. A robust set of standard reports are accentuated by an Ad-hoc report designer that enables you to easily monitor our agency's performance.

**S & S Recovery, Inc.** continuously monitors account activity, capturing updates and recording progress. Reporting accurate collection performance results ensures client goodwill and long term profitability.

- Features
- Standard out-of-box reports;
- Allow customers to self-serve their reporting needs;
- Upload external reports for user/client viewing;
- Ad hoc SQL interface available for detailed reporting.

#### Updates

**S & S Recovery's Inc.**'s accounts receivable management platform and collection system is an excellent delivery platform for you and your clients to communicate and seamlessly share data. **S & S Recovery, Inc.** has a robust set of tools for handling new business and updates also known as "Deltas". Clients can easily audit, upload, enter new, or update existing accounts in **S & S Recovery's Inc.** software. With **S & S Recovery, Inc.**, you easily manage and control how you deliver these changes to your accounting or collection application.



## Features

- Manually and automatically produce daily delta files;
- Verification tools to manually process daily individual deltas;
- Email notification to ensure timely processing;
- Clients can manually enter new placements;
- Clients can upload new placement files;
- Clients can update existing business directly;
- Automatically synchronizes deltas with accounting;
- Extensive logging;
- Standardized import/export formats;
- Custom import/export format support available;
- View payments, account changes, etc. in real-time.

## Step 7: Legal Procedures

**S & S Recovery, Inc.** views litigation as a last resort, but sometimes it becomes necessary.

**S & S Recovery, Inc.** is prepared to assist your Institution in this area. We have the capability to file suit and serve papers in all states in the USA and U.S. territories. Generally, we evaluate and recommend cases for litigation, if it is determined that a borrower has the ability to pay but refuses to do so voluntarily. We determine the ability to pay by verifying assets the consumer has which could be used to satisfy your institution's balance. (Ex: Employment for at least 6 months, home ownership, etc.). In those instances, the account will be referred to your Institution for Legal Authorization.

**S & S Recovery, Inc.** will not file any legal action against a debtor without the prior express approval of your institution. Once authorized by your Institution, **S & S Recovery, Inc.** has an in-house legal department, and we also have access to over 48 attorneys nationwide to assist you with your litigation efforts. We will obtain any judgments that are allowable by law. Once judgment is obtained, we will forward a copy of the judgment letter for your Institution's file.

## Step 8: Account Closure

Generally, **S & S Recovery, Inc.** closes accounts based upon guidelines provided by our clients. This means that your Institution would have the authority to decide if and when they want accounts closed.

For example, some clients want accounts to be closed after 12 months of nonpayment; other clients want accounts closed after 18 months of nonpayment. Other clients want accounts to be retained by **S & S Recovery, Inc.** until the account is paid in full, the borrower files bankruptcy, upon the borrower's death, until the expiration of the contract, or until **S & S Recovery, Inc.** is able to verify that a judgment is uncollectible.



3. Describe any differences in your firm's processes for 1st placement recovery services vs 2nd placement recovery services.

**S & S Recovery, Inc.** treats every account as if they are 1<sup>st</sup> placement accounts. The procedure does not differ from the methods used on 1<sup>st</sup> placement accounts.

4. Describe communication process with debtors. Provide examples of templates used.

**S & S Recovery, Inc.** maintains ethical and lawful collection practices with every account. Threats, intimidation and harassment under any circumstances will never be a means of collection. The following script is the guideline used by all collectors employed at **S & S Recovery, Inc.:**



### **Call Script with Mini-Miranda/Call Compliance**

S & S Recovery:

First Conversation with Debtor:

"May I speak with (Customer's First Name and Last Name)? Do you still receive your mail at \_\_\_\_\_ (Recite full address, including city, state and ZIP)? This is \_\_\_\_\_ with S & S Recovery, Inc. We have received placement of your delinquent (type of account) from (Name of school) in the amount of (Balance). I must make you aware that **this is an attempt to collect a debt by a debt collector and any information obtained will be used for that purpose and that purpose only. All calls may be monitored and/or recorded for training and/or compliance.**

\*\*\*Second and any additional conversations:\*\*\*

Make sure to get right party on phone along with stating the Mini Miranda Call Compliance:

**This is an attempt to collect a debt by a debt collector and any information obtained will be used for that purpose and that purpose only. All calls may be monitored and/or recorded for training and/or compliance.**



**\*\*\*The below are ideas to use when speaking to the debtor\*\*\***

Please get a pen and paper to take down some important information regarding your account. (Give the student your name, S & S Recovery Phone # with your extension, balance due, school name, S & S Recovery Account #).

Mr. /Ms. (Customer's Last Name), how would you like to take care of your account?

The number that I called you on, is that your cell phone number? Do we have your permission to call you at this number or is there another number which you would prefer us to contact you on?

**\*\*Note this on the account\*\***

What is your email address? Do you give us permission to send you information regarding your account, such as correspondence or receipts for payments, to your email address? **\*\*Note this on the account\*\***

Where do you work (Name and address of Employer, Phone Number)?

Mr./Ms. (Customer's Last Name), are you currently married? What is your spouse's name? Do we have permission to speak with (spouse's name) regarding your account?

Mr./Ms. (Customer's Last Name), your account is delinquent. What method of payment will you be using today to pay on your account? (Offer all methods of payment we currently accept → ACH check by phone, Debit card, Credit Card, Money Order, Check by Mail, Money Gram, Bank Wire).

**\*\*\*If Customer indicates that he/she will be paying with ACH check by phone or Debit Card, continue with the appropriate script for ACH or Debit card payments, on the following pages.\*\*\***

**Customer TEL Authorization (Recorded)**  
**ACH Payments (One-Time Payment)**

The below script is to be used for ONE-TIME ACH check payments:

S & S Recovery:

“(Customer's First and Last Name), by providing your bank account information and verbal authorization today, (Current Date MM/DD/YYYY), you are authorizing S & S Recovery to create a One-Time ACH debit to your account, in the amount of (\$Amount), to be debited on (Current Date MM/DD/YYYY or future date of MM/DD/YYYY).”



Do you authorize S & S Recovery to proceed with this ACH debit to your account?

Customer:

“Yes”: →S & S Recovery: Proceed with authorization and obtain banking information.

S & S Recovery:

“Thank you. An ACH debit will be drafted from your bank account with the following information: (Bank Routing Number, Account Number (Checking or Savings), \$Amount).”

“Should you have any questions regarding your payment, you may reach our office at 1-800-467-1144 between 8:30 a.m. and 5:30 p.m., Monday through Friday.”

“Do you have any questions regarding the ACH debit procedure?”

Or

Customer:

“No”: →S & S Recovery: An ACH debit is not authorized: DO NOT PROCEED with this type of payment.

**Customer TEL Authorization (Recorded)**  
**ACH Payments (Recurring Payments)**

The below script is to be used for RECURRING (Scheduled) ACH check payments:

S & S Recovery:

“(Customer’s First and Last Name), by providing your bank account information and verbal authorization today, (Current Date MM/DD/YYYY), you are authorizing S & S Recovery to create a Recurring ACH debit to your account, in the amount of (\$Amount) on the (day or date) of every (month or week, etc.).”

“The First ACH debit shall be drafted or applied from your account on or after (Date MM/DD/YYYY) to be followed by successive debits as just described.”

“Please note that if at any time you wish to revoke this authorization and cancel any scheduled debit to your account, you must notify us at 1-800-467-1144 between the hours of 8:30 a.m. and 5:30 p.m., at least 3 business days prior to the scheduled debit date.”

Do you authorize S& S Recovery to proceed with these ACH debits?

Customer:



“Yes”: →S & S Recovery: Proceed with authorization and obtain banking information. If debtor provides email authorization for confirmation of recurring schedule, obtain email address and note on account.

S & S Recovery:

“Thank you. ACH debits will be drafted from your bank account with the following information: (Bank Routing Number, Account Number (Checking or Savings), \$Amount).”

“Should you have any questions regarding your payments, you may reach our office at 1-800-467-1144 between 8:30 a.m. and 5:30 p.m., Monday through Friday.”

“Do you have any questions regarding the ACH debit procedure?”

**Or**

Customer:

“No”: →S & S Recovery: An ACH debit is not authorized: DO NOT PROCEED with this type of payment.

**Customer TEL Authorization (Recorded)**  
**Debit Card Payments (One-Time)**

The below script is to be used by S & S Recovery, Inc. personnel when completing a TEL authorization for ONE-TIME Debit card payments:

S & S Recovery:

“(Customer’s First and Last Name), will your payment be by debit or credit card?”

Customer:

“Credit.” →S & S Recovery: Continue with processing credit card payment.

Or

“Debit.” →S & S Recovery: Continue using the below script.

S & S Recovery:

“(Customer’s First and Last Name), you have indicated that you will be using your Debit card today. By providing your Debit card number, expiration date and three-digit code on the back of your card and verbal authorization today, (Current Date MM/DD/YYYY), you are authorizing S & S Recovery to create a ONE-TIME Debit to your account, in the amount of (\$Amount) on the (Current Date MM/DD/YYYY or future date of MM/DD/YYYY.)”

Do you authorize S & S Recovery to proceed with this debit to your account?



Customer:

“Yes”: →S & S Recovery: Proceed with authorization and obtain debit card information. If debtor provides email authorization for confirmation of payment (receipt), obtain email address.

S & S Recovery:

“Thank you. A Debit will be drafted from your bank account with the following information: (Visa or MasterCard, Debit Card Number, Expiration Date, CSC or CVC code, \$Amount).”

“Should you have any questions regarding your payment, you may reach our office at 1-800-467-1144 between 8:30 a.m. and 5:30 p.m., Monday through Friday.”

“Do you have any questions regarding the Debit procedure?”

**Or**

“No”: →S & S Recovery: A debit is not authorized, DO NOT PROCEED with this type of payment.

**Customer TEL Authorization (Recorded)**  
**Debit Card Payments (Recurring)**

The below script is to be used by S & S Recovery, Inc. personnel when completing a TEL authorization for RECURRING Debit card payments:

S & S Recovery:

“(Customer’s First and Last Name), will your payment be by debit or credit card?”

Customer:

“Credit.” →S & S Recovery: Continue with processing credit card payment.

Or

“Debit.” →S & S Recovery: Continue using the below script.

S & S Recovery:

“(Customer’s First and Last Name), you have indicated that you will be using your Debit card today. By providing your Debit card number, expiration date and three-digit code on the back of your card and verbal authorization today, (Current Date MM/DD/YYYY), you are authorizing S & S Recovery to create a Recurring Debit to your account, in the amount of (\$Amount) on the (day or date) of every (month or week, etc.)”

“The First debit to your account shall be drafted or applied from your account on or after (Date MM/DD/YYYY) to be followed by successive debits as just described.”



“Please note that if at any time you wish to revoke this authorization and cancel any scheduled debit to your account, you must notify us at 1-800-467-1144 between the hours of 8:30 a.m. and 5:30 p.m., at least 3 business days prior to the scheduled debit date.”

“Do you authorize S & S Recovery to proceed with this/these debits to your account?”

Customer:

“Yes”: → S & S Recovery: Proceed with authorization and obtain debit card information. If debtor provides email authorization for confirmation of recurring schedule and/or confirmation of payment (receipt), obtain email address.

S & S Recovery:

“Thank you. Debits will be drafted from your bank account with the following information: (Visa or MasterCard, Debit Card Number, Expiration Date, CSC or CVC code, \$Amount).”

“Should you have any questions regarding your payments, you may reach our office at 1-800-467-1144 between 8:30 a.m. and 5:30 p.m., Monday through Friday.”

“Do you have any questions regarding the Debit procedure?”

**Or**

“No.” → S & S Recovery: A debit is not authorized, **DO NOT PROCEED** with this type of payment.

5. Describe in detail the proposed approach (*work plan*) for performing and providing collection services and for communicating with the VASCUPP institution in regards.

**Step 1: Pre-Collect Letter**

As part of our standard practice for 1st placement accounts per the clients request, **S & S Recovery, Inc.** sends a 30 Day Pre-Collect Letter. This Pre-Collect Letter is mailed out to the consumer at no charge to your Institution, as a final attempt to collect delinquent accounts free of charge prior to full service debt placement.

Once we have all necessary information, we will send out the Pre Collect Letters. We will hold the accounts in our system until the 30 days have expired, then roll the accounts to active collections.

***S & S Recovery, Inc. does not earn a commission on any account that is paid, or if a student agrees to pay, during this time frame.***



If the student(s) does not remit payment within the timeframe set forth in the Pre-Collect Letter, your Institution is contacted to confirm balance(s) outstanding and collection efforts begin immediately.

### **Step 2: Initial Processing of Accounts**

**S & S Recovery, Inc.** will accept for collection all accounts referred by your Institution without regard to geographical area, amount, or age of the account. Our collection efforts fully comply with all federal, state or local laws and regulations. **S & S Recovery, Inc.** maintains ethical and lawful collection practices with every account. Threats, intimidation and harassment under any circumstances will never be a means of collection. Persistent, firm attempts deliver positive results for your educational facility. All members of our staff act as an extension of your Institution while recovering delinquent payments. We act in full compliance of the Fair Debt Collection Practice Act as well as all state and federal laws.

When collecting Higher Education student debt the strategy and process does not change, however, our collectors understand the importance of the differences when addressing the resolution of both student accounts receivables and other campus based loans.

- **S & S Recovery, Inc.** is able to accept accounts through Uploading documents to our secure web portal
- We are members of the following student loan billing services. We receive business from these billing services on a monthly basis for our clients that are on full automation with these services. We also reconcile our inventory monthly with reports provided by the following **Billing Services.**
- Campus Partners
- ECSI
- UAS
- EDSI
- ACS

After **S & S Recovery, Inc.** receives your account placement, accounts will be entered into our collection system, placed in the proper department to start collection efforts. Your Institution will receive an email acknowledgement from **S & S Recovery, Inc** when file is uploaded.

**S & S Recovery, Inc.** cross-matches Federal Perkins/NSLDS and receivable accounts for the same borrower and we have only one collector working both accounts. This is done automatically through our system. Upon entering new accounts, our system provides us with a name and social security match report to notify us that we have duplicate accounts in house for the same borrower.

**S & S Recovery, Inc.** shall use its best efforts to achieve maximum recovery of the accounts



referred for collection. These efforts will include, but are not limited to, a pre-collection process, skip tracing programs, telephone calls, and mail efforts.

The data that should be in the file you send is as follows:

- Name of Borrower
- Address
- Phone (if available)
- Client reference #
- Social Security number
- Date/Term attended “Date of default”
- Principal, interest, late charges and collection cost (if applicable)
- Date of Last Payment
- Type of Business (1<sup>st</sup> placement, 2<sup>nd</sup> placement, Pre Collect Letter, A/R, Intuition Loans, Perkins)

### Step 3: Collection Processing

- Letter #1, the “Validation of Debt Letter”, is the first notice to the borrower that the account has been placed for collection. It is sent to the borrower when the account rolls to active collections. As indicated on the letter, the borrower is given 30 days to dispute the validity of the debt. The Fair Debt Collection Practices Act (FDCPA) states consumers have the right to dispute the validity of any debt. **S & S Recovery, Inc.** is in compliance with the guidelines of the FDCPA. Upon receiving a dispute, we request clarification from the consumer as to what part is being disputed and request the proper documentation from the institution to validate the debt without delay. When the dispute is resolved, collection procedures continue.
- Report to the Credit Bureaus as long as your Institution permits. When permitted we will report to all three major credit bureaus (Equifax, Experian, Trans Union).
- Accounts are then batched to "scrub" in numerous skip tracing databases to search for additional information relative to the file. (Ex: bankruptcies, new possible addresses, new phone numbers, relatives, etc.).
- Additional information is loaded to temporary windows as possible contact information.
- Your "Client Acknowledgement" statement is generated and delivered.
- Accounts are placed in the collection pool for primary phone calls.

**S & S Recovery, Inc.** will perform contracted services and processes in compliance with all current and future provisions of The Fair Debt Collection Practices Act (FDCPA), Consumer Credit Protection Act (Public Law 90-321), Family Educational Rights and Privacy Act (FERPA), Fair Credit Reporting Act (FCRA), Telephone Consumer Protection Act (TCPA), Consumer Financial Protection Bureau (CFPB), National Defense (Federal Perkins) Education Act of 1958, Title II, and the Public Health Service Act Titles VII and VIII. **S & S Recovery, Inc.** will also maintain compliance with federal regulations pertaining to the Higher Education



Act of 1965 Title IV, as amended, specifically those statutory provisions in Section 668.25 (contracts between an institution and third-party servicer).

All of the **S & S Recovery, Inc.** collectors are given a breakdown of state laws and certain requirements of each state. We also have safeguards in our collection software to help maintain the ever changing compliance landscape. Several states have collection practice laws that are more restrictive than the Fair Debt Collection Practices Act. It is important that our collectors be informed of any laws that are more restrictive in order to protect the interest of the Institution. One of the major concerns in the collection of student receivable accounts is maintaining the statute of limitations. Our initial concern when initiating collection activity on student receivables is to obtain validation of the account from the consumer. Validation may be in the form of a written payment proposal, a letter recognizing the authenticity of the debt, or payment toward the debt in question. Any one of these activities will reinstate the statute of limitations on an account.

***S & S Recovery, Inc. Inc understands the relationship between your Institution and its Alumni is a delicate one and requires special handling. Therefore, S & S Recovery, Inc. will handle your accounts with collection efforts through courteous interaction with your borrowers.***

Deferment

Forbearance/Cancellation

Payment Plan

Loan Rehabilitation

Loan Consolidation

**Important!**

**S & S Recovery, Inc.** recognizes that all institutions and universities require special services for Perkins Cohort loans. We realize that these debts must be collected within 12 months and the



ramifications that may result due to non-payment due to cohort default rate percentages. Therefore, we code these accounts as cohort accounts, and we single them out and give them extra attention.

**We have a dedicated emphasis on mitigating cohort default rates.**

#### **Step 4: Phone Collections and Skip Tracing**

**S & S Recovery, Inc.** understands that successful collections are acquired by technical knowledge and training of each of our collectors. Other important tools include: collection and early intervention plans, the process of recovering debt owed, and the skip tracing tools utilized to locate consumers.

**S & S Recovery, Inc.** uses a collection pool to maximize contact attempts, within the guidelines of the law, by different collectors. It is our belief that some collector's voices and strategies work differently with various students. Accounts remain in the pool for the first thirty (30) days or until contact is made with the consumer. Accounts within the account pool are worked every three (3) days until the initial thirty day period has expired. Once the initial thirty (30) day period has expired these accounts that have been contacted and have a payment arrangement are retained by that collector and the others are transferred to our "Tier 1" collectors. Tier 1 collectors are the most experienced and have the highest average monthly collections company wide. Tier 1 collectors are given sixty (60) days to call, skip, and/or contact the consumer. After the sixty (60) day period the accounts without sufficient arrangements are then transferred again to "Tier 2" collectors. They are given the same number of days to contact and negotiate arrangements with the consumer. At the end of the sixty (60) day period accounts with no arrangements are sent to a skip file, provided no verified information remains on the account, for an in-depth "re-scrub" to find new contact information.

**S & S Recovery, Inc.** monitors and evaluates each collector by reviewing his/her individual handling and performance. Each collector is required to work accounts a minimum of every twenty-one (21) days. Our software allows us to prioritize accounts outside these guidelines that guarantee these accounts are worked as prescribed.

#### **Skip tracing**

**S & S Recovery, Inc.** believes that skip tracing is a pivotal part of the collection process. Using online tools and locating networks aids collectors in finding new information vital to contacting consumers. **S & S Recovery, Inc.** utilizes the following networks and media files:

- eBureau
- Lexis Nexis
- Innovis
- TransUnion Risk and Alternative Data Solutions, Inc./TLO

**S & S Recovery, Inc.** also has access to the three major National Credit Bureaus:

- Trans Union



- Equifax
- Experian

**S & S Recovery, Inc.** has scheduled processes that are performed that provide verified and possible leads to our collectors. Upon initial placement of an account, the address on file is evaluated with United States Postal Service National Change of Address database (NCOA). If there is a variation of the current address, it is loaded and our account file is updated. All new accounts placed are batched and submitted to TLO and any phone numbers obtained are loaded in our system as possible numbers. These numbers are then contacted to verify which good contact numbers are for the consumer.

**S & S Recovery, Inc.** constantly researches and applies the latest in skip-tracing technology. In addition to the paid networks that **S & S Recovery, Inc.** subscribes to, our collectors make use of internet locating sites such as:

- Google
- National Association of Credit
- 411 White Pages
- National Student Clearing House
- LinkedIn
- Facebook
- Switchboard HITP
- pipl
- Area Code Look Up
- Netscape People Search
- US Postal Service
- Social Media

During the collection process, collectors receive numerous inbound calls. We use Caller ID (caller identification) and update each number that any inbound call comes from regarding a consumer's account. **S & S Recovery, Inc.** also utilizes old, but effective methods. These methods include contacting neighbors, employers (past and present), tax offices and websites, post offices, and other references allowed by the law.

#### **Step 5: Reporting to Credit Bureaus**

**We will report to credit bureaus, if and when our clients require us to do so.**

When our clients require reporting, we report all borrowers to all 3 major credit bureaus (Equifax, Experian and TransUnion) on a monthly basis.



## Step 6: Client Reporting and Performance Updates

### Real-time Reporting

**S & S Recovery, Inc.** accounts receivable management platform and collection system has a powerful Real-time reporting interface. A robust set of standard reports are accentuated by an Ad-hoc report designer that enables you to easily monitor our agency's performance.

**S & S Recovery, Inc.** continuously monitors account activity, capturing updates and recording progress. Reporting accurate collection performance results ensures client goodwill and long term profitability.

#### Features

- Standard out-of-box reports;
- Allow customers to self-serve their reporting needs;
- Upload external reports for user/client viewing;
- Ad hoc SQL interface available for detailed reporting.

#### Updates

**S & S Recovery's Inc.'s** accounts receivable management platform and collection system is an excellent delivery platform for you and your clients to communicate and seamlessly share data. **S & S Recovery, Inc.** has a robust set of tools for handling new business and updates also known as "Deltas". Clients can easily audit, upload, enter new, or update existing accounts in **S & S Recovery's Inc.** software. With **S & S Recovery, Inc.**, you easily manage and control how you deliver these changes to your accounting or collection application.

#### Features

- Manually and automatically produce daily delta files;
- Verification tools to manually process daily individual deltas;
- Email notification to ensure timely processing;
- Clients can manually enter new placements;
- Clients can upload new placement files;
- Clients can update existing business directly;
- Automatically synchronizes deltas with accounting;
- Extensive logging;
- Standardized import/export formats;
- Custom import/export format support available;
- Connector integration with most major systems;
- View payments, account changes, etc in real-time.



## Step 7: Legal Procedures

**S & S Recovery, Inc.** views litigation as a last resort, but sometimes it becomes necessary.

**S & S Recovery, Inc.** is prepared to assist your Institution in this area. We have the capability to file suit and serve papers in all states in the USA and U.S. territories. Generally, we evaluate and recommend cases for litigation, if it is determined that a borrower has the ability to pay but refuses to do so voluntarily. We determine the ability to pay by verifying assets the consumer has which could be used to satisfy your institutions balance. (Ex: Employment for at least 6 months, home ownership, etc.). In those instances, the account will be referred to your Institution for Legal Authorization.

**S & S Recovery, Inc.** will not file any legal action against a debtor without the prior express approval of your institution. Once authorized by your Institution, **S & S Recovery, Inc.** has an in-house legal department, and we also have access to over 48 attorneys nationwide to assist you with your litigation efforts. We will obtain any judgments that are allowable by law. Once judgment is obtained, we will forward a copy of the judgment letter for your Institution's file.

## Step 8: Account Closure

Generally, **S & S Recovery, Inc.** closes accounts based upon guidelines provided by our clients. This means that your Institution would have the authority to decide if and when they want accounts closed.

For example, some clients want accounts to be closed after 12 months of nonpayment; other clients want accounts closed after 18 months of nonpayment. Other clients want accounts to be retained by **S & S Recovery, Inc.** until the account is paid in full, the borrower files bankruptcy, upon the borrower's death, until the expiration of the contract, or until **S & S Recovery, Inc.** is able to verify that a judgment is uncollectible.

When **S & S Recovery, Inc.** learns that a student has filed bankruptcy, we first verify that the client's debt was included in the bankruptcy filing.

We then document the following information:

- Attorney information (name, address, phone #)
- Case number
- Date filed
- Details of the bankruptcy
- Venue

- Case number

We then document our file, transfer the file to an attorney queue, we close the file as bankrupt and we send our client the information, if it is a non-dischargeable loan such as Perkins loans we work with the attorney to make sure the borrower understands that this is a non-dischargeable debt unless it's a hardship case as set forth by the federal bankruptcy court.

Upon closure of an account, we notify our clients in writing with a status report of all pertinent information obtained.

**S & S Recovery, Inc.** will notify your Institution in the event that a borrower refuses to pay a debt. For Perkins, Title IV loans, we follow federal government regulations in working your accounts.

6. Provide an example of the remittance report that will be included within each payment to the VASCUPP institution.



1.800.467.1144  
FAX: 901.386.2904  
4210 ALTRURIA RD. SUITE 131  
MEMPHIS, TENNESSEE 38135

September 9, 2015



**Client Code:** 00517  
**Statement ID:** 2737  
**Statement End Date:** 09/09/2015

**Collections Summary**

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Total Paid to CCP:	\$1,245.65
Total Paid to Courthouse:	\$174.00
Total Collections:	\$1,419.65

**Final Voucher**

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<b>Amount due this invoice:</b>	<b>\$339.70</b>
<b>Our Check Enclosed For:</b>	<b>\$1,245.65</b>



1.800.467.1144  
 FAX: 901.386.2904  
 4210 ALTRURIA RD. SUITE 131  
 MEMPHIS, TENNESSEE 38135

**Transaction Detail**

Trans Date	Case #	Name	Paid Agency	Paid Client	Due Agency	Due Client	Client Portion	Current Balance
09/09/2015	IL001025JL2013TR536001	Allen, TRESSIE J R9128	\$10.00	\$0.00	\$2.31	\$10.00	\$7.69	
09/09/2015	IL001025JL2013TR109601	AULTMAN, MERICHICA	\$158.80	\$0.00	\$36.80	\$158.80	\$122.00	
09/08/2015	IL001025JL1997CF24001	BARGERON, ARIE	\$30.00	\$0.00	\$8.92	\$30.00	\$23.08	
09/06/2015	IL001025JL2006CF12801	BELLAMY, MABEL J	\$0.00	\$154.00	\$46.20	\$0.00	-\$46.20	
09/07/2015	IL001025JL1998CF18101	BURCH GARDNER, LATASHA	\$100.00	\$0.00	\$23.08	\$100.00	\$76.92	
09/09/2015	IL001025JL2013TR740001	Cameron, CADE	\$137.05	\$0.00	\$31.63	\$137.05	\$105.42	
09/09/2015	IL001025JL2007CF15301	CORTES, LILLAR A	\$25.00	\$0.00	\$5.77	\$25.00	\$19.23	
09/07/2015	IL001025JL1998CF38801	CRAM, ALEXANDER C	\$20.00	\$0.00	\$4.62	\$20.00	\$15.38	
09/07/2015	IL001025JL2000CF35601	FIERRO, BALLERIA	\$20.00	\$0.00	\$4.62	\$20.00	\$15.38	
09/06/2015	IL001025JL2002CF51401	GAWLIK, TWAN L	\$10.00	\$0.00	\$2.81	\$10.00	\$7.69	
09/07/2015	IL001025JL2007CF14101	GLOSSER, COZETTA L	\$25.00	\$0.00	\$5.77	\$25.00	\$19.23	
09/05/2015	IL001025JL2006TR614901	HARTON, Leann	\$10.00	\$0.00	\$2.31	\$10.00	\$7.69	
09/09/2015	IL001025JL2011CF13401	HOLZER, LAREESHA L	\$30.00	\$0.00	\$8.92	\$30.00	\$23.08	
09/09/2015	IL001025JL2012CF65101	JARRETT S13371, JERONIMO	\$50.00	\$0.00	\$11.54	\$50.00	\$38.46	
09/09/2015	IL001025JL2012TR76301	MARCUS, ANNETTE T	\$0.00	\$20.00	\$8.00	\$0.00	-\$8.00	
09/09/2015	IL001025JL2012TR608101	MARTINEZ-GONZALEZ, WILLESIA	\$25.00	\$0.00	\$5.77	\$25.00	\$19.23	
09/09/2015	IL001025JL1989CF26501	MAXHEIMER Sr, ADA	\$25.00	\$0.00	\$5.77	\$25.00	\$19.23	
09/07/2015	IL001025JL2010CF31501	MOOG, TERANCE	\$25.00	\$0.00	\$5.77	\$25.00	\$19.23	
09/09/2015	IL001025JL2005CF101	NAIL BOUTIQUE, KENNISHA	\$10.00	\$0.00	\$2.31	\$10.00	\$7.69	
09/09/2015	IL001025JL1998CF45101	PATCHIN, BAHJI A	\$5.00	\$0.00	\$1.15	\$5.00	\$3.85	
09/05/2015	IL001025JL2006TR42701	PHATO, GRADY A	\$50.00	\$0.00	\$11.54	\$50.00	\$38.46	
09/08/2015	IL001025JL2001CF46501	PIGMON, JAMARIO L	\$25.00	\$0.00	\$5.77	\$25.00	\$19.23	
09/09/2015	IL001025JL2008CF43301	PINKTON, DELL	\$100.00	\$0.00	\$23.08	\$100.00	\$76.92	
09/07/2015	IL001025JL2011CF76501	ROBINETT, BRUCE L	\$50.00	\$0.00	\$11.54	\$50.00	\$38.46	
09/06/2015	IL001025JL2001CF11701	RYVES, IVERY	\$20.00	\$0.00	\$4.62	\$20.00	\$15.38	
09/08/2015	IL001025JL2008CF18101	SHOULDER, CHARISSE	\$20.00	\$0.00	\$4.62	\$20.00	\$15.38	
09/09/2015	IL001025JL1993CF41401	SPEAKMAN, ANTONEY L	\$40.00	\$0.00	\$9.23	\$40.00	\$30.77	
09/05/2015	IL001025JL2006CF8302	VILLA, MERRITTS	\$50.00	\$0.00	\$11.54	\$50.00	\$38.46	
09/09/2015	IL001025JL2011CMS2101	WILCZEWSKI, Bryan	\$75.00	\$0.00	\$17.31	\$75.00	\$57.69	
09/05/2015	IL001025JL1994CF38602	ZOECKLER, SHELTON	\$100.00	\$0.00	\$23.08	\$100.00	\$76.92	
			<b>\$1,246.65</b>	<b>\$174.08</b>	<b>\$339.78</b>	<b>\$1,246.65</b>	<b>\$806.96</b>	
			<b>Paid Agency</b>	<b>Paid Client</b>	<b>Due Agency</b>	<b>Due Client</b>	<b>Client Portion</b>	

**Adjustment Detail**



7. Describe how cancelled, postponed, or deferred accounts will be handled.

**S & S Recovery, Inc.** handles cancelled and deferred accounts the same way. Upon receiving the confirmed information from the institution we note the account properly and cancel the account and return it to the school. In the event an account needs to be postponed, **S & S Recovery, Inc.** will note the file accordingly and add a large RED message at the top of the accounts screen advising the account is on HOLD. The account is then transferred to a “Supervisor’s Worklist” for follow up with the institution when necessary.

8. Specify all options/methods of placing accounts (*e.g., paper, email, fax, secure website, etc.*)

**S & S Recovery, Inc.** offers a secure online portal to our clients. Your accounts (via excel placement form) can be uploaded to us through our Secure FTP Web Portal or any other means that you prefer.

We have the ability to accept new accounts by all of the following means:

- Fixed field format file in ASCII text;
- Fixed field format file in ebcdic (as400 text type);
- Comma delimited or other type delimited file format (typically ASCII text);
- Excel spread sheet file format;
- We also accept any forms that you use to place accounts;
- We have an encrypted secure FTP Site for you to use to send your new files;
- We are members of most all of the billing services that provide account services for education institutions and receive accounts directly from their website over the internet.

9. Describe your firm’s process for remaining compliant with all current laws and regulations.

### Regulation Updates

**S & S Recovery, Inc.** understands that it is hard to keep up with all of the new laws and regulations. Simply keeping up with all these changes alone requires constant monitoring. Our extensive networking in this collection industry with COHEAO, ACA, NACUBO, SACUBO, and CCBO, along with our in-house legal counsel/Compliance Officer, helps us stay abreast of any changes in law which would affect our company and your Institution.

**S & S Recovery, Inc.** legal counsel, as well as the various conferences and events we attend each year, gives us the knowledge and ability to keep your institution up-to-date with new laws and regulations.



S & S Recovery, Inc.'s Client Support Staff makes periodic visits to each of the Institutions we service. Sales representatives are assigned different regions within the United States. Our sales representatives are very flexible and make in-person visits multiple times a year to discuss various compliance requirements, new loan parameters, software upgrades, or just to check in and make sure the client is satisfied with our services.

Professional Affiliations:

- Memphis Chamber of Commerce
- Bartlett Chamber of Commerce
- Better Business Bureau
- American Collectors Association
- Tennessee Collectors Association
- Texas BUC\$ Platinum Sponsor
- COHEAO
- OACUBO
- MBUG
- SACUBO
- CCBO
- KASRO
- NACUBO





10. Provide a copy of your firm's most recent federally required Student Financial Assistance compliance (*attestation*) audit letter.

CONFIDENTIAL

























11. Discuss your firm's compliance with the Federal Fair Debt Collection Practices Act (*FDCPA*). Specify any areas of previous non-compliance and corrective actions taken.

**S & S Recovery, Inc.** only employs experienced, borrower-friendly collection associates who are trained in FDCPA compliance. We require all new associates spend a minimum of five (5) days in an individual orientation with a Collection Training Specialist (CTS) that stresses the challenges and expectations unique to the higher education industry. We also train new collection associates on S & S Recovery's rules and policies and procedures, which in many ways are more restrictive than the FDCPA's rules. Also during this time, collectors receive training on Red Flag Rules, Telephone Consumer Protection Act, Fair Credit Reporting Act, FERPA, Civil Relief Act, HIPPA, Gramm-Leach –Bliley Act, and ACA standards.

Each CTS takes great responsibility to ensure that the new associate understands first and foremost that not only do they represent S & S Recovery, Inc., but they also represent the great Institutions and Universities we are so honored to provide services for.

Once the training period is complete and the CTS are comfortable that the new associate has retained the training information, the collection manager oversees a comprehensive test which covers the laws necessary for compliance in this industry, as well as some practical testing. This initial test is to ensure that the new associate clearly understands what is required and expected from a legal point of view, **S & S Recovery's** policies and procedures point of view and from a client specific point of view.

**S & S Recovery, Inc.** collectors must also have a fundamental understanding of the policies for each Institution and accounting methods. When speaking with a consumer, our collectors must be able to respond to questions regarding specific withdrawal policies, penalties and fines, as well as the reason why financial aid was applied or not to a student's account.

Our information technology system gives us the online capability to keep a record of all activities within our entire office, including calls, letters, broken promises, time of day, duration of calls, etc. We have the ability to audit any of the above on any schedule needed or as requested. Our collector work stations are open cubicles that allow any of our management team to assist each other during the course of the day.

**S & S Recovery, Inc** understands one time training isn't enough. From there our collection associates are provided ongoing training with one on one mentoring, via videos, collection-based conferences and literature. We also obtain the latest information concerning the ever-changing higher education industry from our many sources such as The American Collector's Association (ACA), billing services, clients, student loan services etc. This information is immediately distributed to our collection team and a plan of action, if necessary, is thoughtfully put into place accordingly. We continuously monitor phone calls, examine tactics and test our collection team



to verify our high standards are being upheld. We are always open and perpetually seek new methods for delivering the best product available to our clients.

12. The Contractor shall comply with the Gramm-Leach Bliley Act by implementing and maintaining appropriate safeguards to protect and prevent unauthorized release of student, faculty, and staff nonpublic information. Nonpublic information is defined as social security numbers, or financial transactions, bank, credit, and tax information. Provide a copy of your firm's Gramm-Leach-Bliley Act Safeguard Policy and describe how your firm maintains best industry practices as it relates to compliance with this act.

**S & S Recovery, Inc.** complies with the Gramm-Leach Bliley Act by maintaining the following Red Flag Rules along with other safeguards that are put in place with our software, Interprose.®



### **Identity Theft Policy**

(Red Flag)

#### **Purpose:**

To establish an Identity Theft Prevention Program ("Program") designed to detect, prevent and mitigate identity theft in connection with the opening of a covered account or an existing covered account and to provide continued administration of the Program in compliance with 16 C.F.R Part 681.

This Program enables S & S Recovery, Inc. to protect existing consumers, reduce risk from identity fraud, and minimize potential damage to S & S Recovery, Inc. from fraudulent new accounts. The Program will help S & S Recovery, Inc.:

- A. Identify risks that signify potentially fraudulent activity within new or existing covered accounts;
- B. Detect risks when they occur in covered accounts;



- C. Respond to risks to determine if fraudulent activity has occurred and act if fraud has been attempted or committed; and
- D. Update the Program periodically, including reviewing the accounts that are covered and the identified risks that are part of the Program.

### **Scope:**

This Program applies to employees, contractors, consultants, temporary workers, service providers, including all personnel affiliated with third parties.

### **The Program**

S & S Recovery, Inc. establishes an Identity Theft Prevention Program to detect, prevent and mitigate identity theft. The Program shall include reasonable policies and procedures to:

- A. Identify relevant red flags for covered accounts it offers or maintains and incorporate those Red flags into the Program;
- B. Detect red flags that have been incorporated into the Program;
- C. Respond appropriately to any red flags that are detected to prevent and mitigate identity theft; and
- D. Ensure the Program is updated periodically to reflect changes in risks to customers and to safety and soundness of S & S Recovery, Inc. from identity theft.

### **Administration of the Program**

- A. The Compliance Department of S & S Recovery, Inc. shall be responsible for the development, implementation, oversight and continued administration of the Program.
- B. Approval of the initial Program must be appropriately documented and maintained.
- C. Operational responsibility of the Program is delegated to the Vice President.

### **Identification of Relevant Red Flags**

- A. The Program shall include relevant red flags from the following categories as appropriate:
  - i. Alerts, notifications, or other warnings received from consumer reporting agencies or service providers including:
    - a. A fraud or activity duty alert included with a consumer report;
    - b. A notice of credit freeze from a consumer reporting agency in response to a request for a consumer report;
    - c. A notice of address discrepancy from a consumer-reporting agency.
  - ii. The presentation of suspicious documents, such as;



- a. Documents provided for identification that appear to have been altered or forged;
- b. The photograph or physical description on the identification is not consistent with the appearance of the applicant or customer presenting the identification;
- c. Other information on the identification is not consistent with information provided by the person opening a new covered account or customer presenting the identification;
- d. An application appears to have been altered or forged, or gives the appearance of having been destroyed and reassembled.
- iii. The presentation of suspicious personal identifying information, including:
  - a. Personal identifying information provided is inconsistent when compared against external information sources used by S & S Recovery, Inc.;
  - b. Personal identifying information provided is associated with known fraudulent activity as indicated by internal or third-party sources used by S & S Recovery, Inc.;
  - c. The Social Security number provided is the same as that submitted for other borrowers on collection accounts placed from other clients;
  - d. The address or telephone number provided is the same as or similar to the address or telephone number submitted on an unusually large number of other collection accounts;
  - e. Personal identifying information provided is not consistent with personal identifying information that is on file with S & S Recovery, Inc.
- iv. The unusual use of, or other suspicious activity related to, a collection account, such as:
  - a. Mail sent to the borrower is returned repeatedly as undeliverable although transactions continue to be conducted in connection with the borrower's collection account;
  - b. S & S Recovery, Inc. is notified the customer is not receiving paper account information;
  - c. S & S Recovery, Inc. is notified of unauthorized charges or transactions in connection with a borrower's collection account;
  - d. S & S Recovery, Inc. receives notice from customers, victims of identity theft, law enforcement authorities, or other persons regarding possible identity theft in connection with collection accounts held by S & S Recovery, Inc.
  - e. S & S Recovery, Inc. is notified by a customer, a victim of identity theft, a law enforcement authority, or any other person that it has a fraudulent account for a person engaged in identity theft.

### Detection of Red Flags



The Program shall address the detection of red flags in connection with the opening of collection accounts and existing collection accounts, such as by:

- A. Obtaining identifying information about, and verifying the identity of, a borrower on a collection account; and
- B. Authentication customers, monitoring transactions, and verifying the validity of change of address requests in the case of existing collection accounts.

### **Responding to Red Flags**

The Program shall provide for appropriate responses to detected red flags to prevent and mitigate identity theft. The response shall be commensurate with the degree of risk posed.

Once potentially fraudulent activity is detected, an employee must act quickly as a rapid appropriate response can protect borrowers and S & S Recovery, Inc., from damages and loss. The employee must gather all related documentation and write a description of the situation. This information must be presented to the compliance department for determination. The compliance department will complete additional authentication to determine whether the attempted transaction was fraudulent or authentic.

Appropriate responses to the detection of red flags include:

- A. Monitor a collection account for evidence of identity theft;
- B. Contact the original creditor for additional information;
- C. Close an existing collection account;
- D. Notify law enforcement; or
- E. Determine no response is warranted under the particular circumstances.

### **Periodic Updates to the Program**

- A. At periodic intervals established in the Program, or as required, the Program will be re-evaluated to determine whether all aspects of the Program are up to date and applicable in the current business environment.
- B. Periodic reviews will include an assessment of which accounts are covered by the Program.
- C. As part of the review, red flags may be revised, replaced or eliminated. Defining new red flags may also be appropriate.
- D. Actions to take in the event that fraudulent activity is discovered may also require revision to reduce damage to S & S Recovery, Inc. and its customers.

### **Oversight of the Program**

Oversight of the Program shall include:



- A. Assignment of specific responsibility for implementation of the Program;
- B. Review of reports prepared by staff regarding compliance; and
- C. Approval of material changes to the Program as necessary to address changing risks of identity theft.

#### **Duties Regarding Address Discrepancies**

- A. S & S Recovery, Inc. shall develop policies and procedures designed to enable S & S Recovery, Inc. to form a reasonable belief that a consumer report relates to the consumer for whom it was requested if S & S Recovery, Inc. receives a notice of address discrepancy from a consumer reporting agency indicating the address given by the consumer differs from the address contained in the consumer report.
- B. S & S Recovery, Inc. may reasonably confirm that an address is accurate by any of the following means:
  - i. Verification of the address with the borrower;
  - ii. Review of S & S Recovery, Inc.'s records;
  - iii. Verification of the address through third party sources; or
  - iv. Other reasonable means.
- C. If an accurate address is confirmed, S & S Recovery, Inc. shall furnish the consumer's address to the consumer reporting agency from which it received the notice of address discrepancy if:
  - i. S & S Recovery, Inc. establishes a continuing relationship with the consumer; and
  - ii. S & S Recovery, Inc. regularly and in the ordinary course of business, furnishes information to the consumer agency.

#### **Physical Security of Personal Identifying Information Is Protected**

- A. All paper documents or files, as well as CD's, floppy disks, zip drives, flash drives, tapes, and backups containing personally identifiable information will be stored in a locked file cabinet.
- B. The assistant Business Manager will control keys to the file cabinets and make any copies of the keys, and distribute those keys only to employees with a legitimate need.
- C. Files containing personally identifiable information are kept in locked file cabinets except when an employee is working on the file.
- D. Employees will not leave sensitive papers out on their desks when they are away from their workstations.
- E. At the end of the day, employees will put files away, log off their computers, and lock their file cabinets and office doors.
- F. An employee of S & S Recovery, Inc. must escort visitors who must enter areas where sensitive files are kept.
- G. No visitor will be given any entry codes or allowed unescorted access to the office.

#### **Security of Electronic Records**

- A. General Network Security
  - i. Personally, identifiable information will not be stored on any computer with an Internet connection unless it is essential for conducting business.



- ii. Personally, identifiable information that is sent to third parties over public networks will be password protected.
  - iii. Personally, identifiable information that is stored on the computer network or on disks or portable storage devices used by employees of S & S Recovery, Inc. will be encrypted.
  - iv. Internally, personally identifiable information may be transmitted using approved S & S Recovery, Inc. email. All personally identifiable information must be password protected when stored in electronic format.
  - v. Any personally identifiable information sent externally must be password protected and sent only to approve recipients. Additionally, a statement such as this should be included in the email: "This message may contain confidential and/or proprietary information and is intended for the person/entity to which it was originally addressed. Any use by others is strictly prohibited"
  - vi. When credit card information, other sensitive financial data or health information is received or transmitted, Secure Sockets Layer (SSL) or another secure connection that protects the information in transit will be used.
- B. Password Management
- i. Access to personally identifiable information will be controlled using "strong" passwords. Employees will choose passwords with a mix of letters, numbers and characters. User names and passwords will be different. Passwords will be changed every 90 days.
  - ii. Passwords will not be shared or posted near workstation areas.
  - iii. Password-activated screen savers will be used to lock employee computers after a period of inactivity.
  - iv. When installing new software, vendor-supplied default passwords will be immediately changed to a more secure strong password.
- C Laptop Security
- i. The use of laptops is restricted to those employees who need them to perform their jobs.
  - ii. If personally identifying information does not need to be stored on a laptop, it will be deleted with a "wiping" program that overwrites data on the laptop.
  - iii. Laptops are to be stored in a secure place.
  - iv. Laptop users will only have access to personally identifying information, but will not store the information on laptops.
  - v. Laptops which contain personally identifying information will be encrypted and configured so that users cannot download any software or change the security settings without approval from the company's IT specialists.
  - vi. Employees are never to leave a laptop visible in a car, at a hotel luggage stand, or packed in checked luggage unless directed to do so by airport security.
  - vii. If a laptop must be left in a vehicle, it must be locked in the trunk.
- D. Firewalls
- i. A firewall must be used to protect computers from hackers while the computer is connected to the Internet.



- ii. The computer network will have a “border” firewall where the network connects to the Internet. Access controls will be set to allow only trusted employees with legitimate business need to access the network. Firewalls will be reviewed periodically.
- iii. Additional firewalls will be used to protect computers with personally identifiable information.

### **Staff Training**

- A. Staff training shall be conducted for all employees, officials and contractors for whom it is reasonably foreseeable that they may come into contact with accounts or personally identifiable information that may constitute a risk of S & S Recovery, Inc. or its customers.
- B. S & S Recovery, Inc.’s Corporate Trainer is responsible for ensuring identity theft training for all requisite employees.
- C. Employees must receive annual training in all elements of the Program.
- D. To ensure maximum effectiveness, employees may continue to receive additional training as changes to the Program are made.

### **Security Practices of Contractors and Service Providers**

The Program shall exercise appropriate and effective oversight of service provider arrangements.

- A. It is the responsibility of S & S Recovery, Inc. to ensure that the activities of all service providers and contractors are conducted in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft.
- B. A service provider or contractor that maintains its own Identity Theft Prevention Program, consistent with the guidance of the red flag rules (16 C.F.R Part 681) and validated by appropriate due diligence, may be considered to be meeting these requirements.
- C. Any specific requirements should be specifically addressed in appropriated contract arrangements.
- D. Contractors and service providers must notify S & S Recovery, Inc. of any security incidents experienced, even if such incidents may not have led to any actual compromise of S & S Recovery, Inc.’s data

### **Disposal of Personal Identifying Information**

- A. When documents contain personal identifying information are discarded, they will be placed inside a locked shred bin or immediately shredded using a mechanical shredding device.
- B. When disposing of old computers and portable storage devices, a disc wiping utility program will be used.



- C. Any CD-rom, DVD-rom, floppy disk, or flash drive will be disposed of by shredding, punching holes in, or incineration.

Interpose®, our current software, has integral knowledge of critical federal and state regulations, standards and disclosures pertaining to the industries we serve. On staff is an experienced, full-time Security and Compliance Officer whose continual oversight ensures effective due diligence and compliance on behalf of our clients. We are committed to the highest quality assurance standards as evidenced by our certifications, as well as being in full compliance with essential legislation and regulatory standards including:

- SSAE16 - AICPA's Service Organization Control Reports Standard
- SAS70 - Statement on Auditing Standards (SAS) No. 70
- TIA-942 - Data Center Standard
- Tier III - Guaranteeing 99.982% availability
- PCI DSS - Payment Card Industry Data Security Standard
- HIPAA - Health Insurance Portability and Accountability Act
- FISMA - Federal Information Security Management Act
- State Data Breach Notification Laws

13. Specify if your firm rules on the Code of Virginia for collection fee regulations or the codes of the residing state of the debtor.

**S & S Recovery, Inc.** complies with the collection fee regulation rules for the residing state of the debtor.

14. Describe your firm's process for reporting referred accounts (*with the exception of Federal Perkins Loans*) to national credit bureau(s). Describe the process for making necessary corrections when an account is reported in error.

**S & S Recovery, Inc.** reports information to the major Consumer Reporting Agencies (CRA) through e-Oscar. **S & S Recovery, Inc.** reports regular collection accounts and updates to the major CRAs on a monthly basis. Accounts are reported to the CRAs according to client requirements and may affect a consumer's credit profile. These accounts should not be reported before the 90<sup>th</sup> day of assignment. Accounts that have been closed and returned to a client should be removed from credit reporting to protect the consumer from duplicate reporting. Accounts without social security numbers should not be reported to the CRA. Social security numbers that we receive on a Credit Bureau Monitoring Report should not be used to report accounts to the credit bureaus until they have been confirmed with the consumer. Social Security numbers received from a Social Security Append Program may be used to report the account to the credit bureaus.



For accounts that have been reported to the CRA, **S & S Recovery, Inc.** will receive disputes or fraud claims in the mail, on the phone and from e-Oscar. Accounts with claims of fraud or dispute received in the mail or by phone should be noted upon receipt or as early as possible within 5 business days of receipt. If an investigation is required, it should be started immediately but no later than 14 business days of receipt. Disputes or fraud claims received from e-Oscar will be responded to by the Response Due Date in e-Oscar.

Letters received from consumers either via mail or via e-Oscar with a similar format language will be categorized as Form Template Letters. These types of letters do not provide sufficient information regarding the dispute to be given to the Compliance Officer to start an investigation. They will be handled as invalid disputes.

**S & S Recovery, Inc.** will perform audit checks to ensure that the information that **S & S Recovery** has reported to the customer's credit matches the information that is reported in ACE. Any discrepancies will be investigated.

**S & S Recovery, Inc.'s** IT Department job is responsible for sending a credit reporting file to the bureaus each month via the Metro 2 format. This information is sent electronically and in a standard sized format. The reporting is specific and standardized to ensure compliance with federal laws and regulations in credit reporting.

#### *Dispute Process*

When a consumer dispute is received, the account is marked as a dispute and an investigation will begin and the account will be deleted.

#### *Fraud Claims Process*

When a consumer fraud claim is received, the account will be marked as fraud and closed, with the exception of a client that requires a fraud packet or police report be completed prior to the account being closed. A delete code will be sent to the credit reporting agencies on the next monthly run. Any documentation required will be sent to the client.

#### *Accounts Company does not close at Dispute Notification*

For accounts in which **S & S Recovery, Inc.** does not close upon dispute notification, an investigation of the dispute will begin. The investigation will consist of reviewing all relevant information provided by the consumer and requesting any required documentation from the client. Company will notify the consumer of the findings. If the dispute is inaccurate or are unable to substantiate, the account will be closed at that time or placed in a dispute hold status until the client recalls the account.

Additionally, any disputed account will be placed in a CRA Dispute Worklist. Compliance Officer will monitor this worklist. Any account sitting in the worklist that has not had a response from the client within the time period for responding to a dispute from e-Oscar, will be deleted



and the account will be noted as closed and returned to the client. This time period should be no later than 30 days from receipt of the dispute.

### Duties of the Data Furnisher

Information relating to consumers that is furnished by Company should:

1. Identify the appropriate consumer;
2. Reflect the terms of and responsibility for the relevant account reported, such as date of first delinquency, the amount of principal, any interest accrued or any other charges;
3. Reflect the consumer's activity or other conduct with respect to the account;
4. Be supported by records in the possession of Company at the time the information is furnished;
5. Be furnished in a form and manner that is designed to minimize the likelihood the information may be incorrectly reflected in a consumer report;
6. Be deleted, updated or corrected as appropriate based upon:
  - a. Whether Company receives information of a dispute either directly from the consumer or from the credit reporting agency and an investigation indicates that the information is not accurate, then action as set out above will be taken.
  - b. Once the amount is no longer assigned to Company for collection, the account will be deleted.
  - c. An investigation by Company's client using information provided by Company that concludes the consumer is a victim of identity theft.
7. Include the following information to comply with the new minimum standard established by the CRAs in an effort to increase their ability to match credit data to the file of the appropriate consumer:
  - a. Full name (First, Middle, Last Name and Generation Code/Suffix)
  - b. Address
  - c. Full Social Security Number
  - d. Full Date of Birth (mmddyyyy)
    - i. If the full SSN is not available, full Date of Birth (mmddyyyy) is required.

### Date of First Delinquency

Pursuant to the provision of the Fair Credit Reporting Act, when the Date of First Delinquency is not provided by the client and/or is otherwise not known, Company may use the methods outlined in §623(a)(5)(B) of the Fair Credit Reporting Act to determine the date of first delinquency. That section of the FCRA provides as follows:

#### (5) Duty to Provide Notice of Delinquency of Accounts

(A) In general. A person who furnishes information to a consumer reporting agency regarding a delinquent account being placed for collection, charged to profit or loss, or subjected to any similar action shall, not later than 90 days after furnishing the information, notify the agency of the date of delinquency on the account, which shall be the month and year of the commencement of the delinquency on the account that immediately preceded the action.



(B) Rule of construction. For purposes of this paragraph only, and provided that the consumer does not dispute the information, a person that furnishes information on a delinquent account that is placed for collection, charged for profit or loss, or subjected to any similar action, complies with this paragraph if –

(i) the person reports the same date of delinquency as that provided by the creditor to which the account was owed at the time at which the commencement of the delinquency occurred, if the creditor previously reported that date of delinquency to a consumer reporting agency;

(ii) the creditor did not previously report the date of delinquency to a consumer reporting agency, and the person establishes and follows reasonable procedures to obtain the date of delinquency from the creditor or another reliable source and reports that date to a consumer reporting agency as the date of delinquency; or

(iii) the creditor did not previously report the date of delinquency to a consumer reporting agency and the date of delinquency cannot be reasonably obtained as provided in clause (ii), the person establishes and follows reasonable procedure to ensure the date reported as the date of delinquency precedes the date on which the account is placed for collection, charged to profit or loss, or subjected to any similar action, and reports such date to the credit reporting agency.

#### Record Retention

All records relating to the furnishing of information to credit reporting agencies for the inclusion in the consumer report shall be retained for a minimum of 4 years after the report has been removed from the credit bureau.

#### Credit Reporting Maturity

All accounts placed by client will be reviewed for credit reporting maturity. New York accounts that have a date of first delinquency of 4 years and 6 months will not be reported. Accounts from all other states that have a date of first delinquency of 6 years and 6 months will not be reported. On all approved accounts, Company may furnish information to the credit reporting agencies on each consumer identified on the account, including cosigners and guarantors.

15. Describe how your firm will work with Billing Agents that are responsible for Perkins Loan Payments.

**S & S Recovery, Inc.** is a member of the following Billing Agents:

- UNISA
- ECSI
- UAS
- EDSI
- ACS



We are able to access each website to verify information for any reason necessary. In the event there is a discrepancy in a balance, interest rate, payoff, etc. we have direct contact information for a representative to each of the Billing Agents. **S & S Recovery, Inc.** has an exceptional relationship with each of the Billing Agents.

16. Describe your firm's cash-handling procedures and controls.

### Cash Handling Procedures and Funds Security

For control purposes, two (2) individuals in **S & S Recovery's** accounting department process all payments. One individual performs posting and balancing; the other individual reconciles payments manually and deposits the daily payments. Our C.F.O. then reviews all daily reports and deposits to guarantee the activity and balances the amount reported. Remote deposits are made after balancing has been completed. All of the daily computer and manual records are reconciled with bank statements and all other monthly records. They are then turned over to an independent CPA firm for auditing and reconciling.

Payments are always audited for verification that they have the correct account number, date, amount and signature. Funds availability on all payments over a certain dollar amount (usually \$500) is checked before checks are deposited. In other words, borrowers must prove that there is money in the account before we will take a large payment. Payments are posted, tapes are run on the entries, and payments are balanced to a daily payment trust journal, which are computer generated.

17. Describe in detail your firm's process in the event a Non-Sufficient Funds (NSF) check is returned from a debtor's payment.

In the event of a Non-Sufficient Funds (NSF) check is returned from a debtor's payment, we immediately charge back the amount of the payment and apply the applicable NSF fee (if allowed by statute) to the account. Any prior automated payments are deactivated and the collector attempts to contact the student to advise of the NSF check.

**S & S Recovery, Inc.**'s software, Interpose®, verifies all the account information entered prior to attempting to process all ACH information which minimizes the amount of NSF checks returned.

18. Describe your process of pursuing collections on accounts that are disputed by either the debtor or the debtor's attorney.

In the event of a dispute from the debtor, the debtor's attorney, or the credit bureau, **S & S Recovery, Inc.** will request all documentation from the VASCUPP institution that is pertinent to the dispute provided. Once the documentation is received it is then uploaded to that particular



account and copies are given to our Chief Legal Officer, Susan Herndon, for review. Once Ms. Herndon has deemed the information accurate and sufficient in answering the dispute, she will then submit the response to the credit bureau and/or the attorney for review.

19. Describe in detail the administrative services and support services (*to include automated support/collection software*) provided.

**S & S Recovery, Inc.**'s administrative team consists of four very knowledgeable people. The administrative department takes on daily activities such as account transfer, payment posting, licensing, letters, etc. Although our software, ACE®, handles a vast majority of the administrative duties, each member will double check batches to ensure complete accuracy. During this process, Ms. Ayers will double check the sales staff to verify that all client information has been entered correctly, making sure that our clients will be getting accurate reports and statements, as scheduled. She is also responsible for keeping the client master file updated in the event a reference to the file is needed about a particular client and its specific terms and conditions. Mr. Todd handles the mapping of new business as it is uploaded into ACE®, along with generating client acknowledgements regarding the same. Mr. Todd also handles any direct mail received regarding debtor accounts, including but not limited to direct mail payments being processed and making sure returned mail is duly processed and correct addresses are updated into our system. Mrs. Levi is our receptionist; however, she is also involved in more than just answering telephone calls and transferring them to the appropriate party. She is also responsible for double checking any manually posted payments and processing the postage on any manual letters that are to be sent out directly from our office. Ms. Jennifer Sampson is **S & S Recovery, Inc.**'s Chief Financial Officer. She has been with **S & S Recovery** for 14 years with prior work experience at two other collection agencies. Ms. Sampson oversees and manages all of the front office/administrative duties as listed above. Ms. Sampson completes a check and re-check of the daily activities and reports prior to sending the batches through for permanent posting. In addition, Ms. Sampson reconciles all financial transactions of the company. Furthermore, the Administrative staff is responsible for month- and year-end invoicing of clients for any and all accounts.

### **Financial Reporting**

**S & S Recovery, Inc.** will perform contracted processes in compliance with all current and future provisions of The Fair Debt Collection Practices Act (FDCPA), Consumer Credit Protection Act (Public Law 95-109), Family Educational Rights and Privacy Act (FERPA), Fair Credit Reporting Act (FCRA), Telephone Consumer Protection Act (TCPA), Consumer Financial Protection Bureau (CFPB), National Defense (Federal Perkins) Education Act of 1958, Title II, and the Public Health Service Act Titles VII, and VIII. Regarding federal regulations pertaining to the Higher Education Act of 1965 Title IV, as amended, specifically those statutory provisions in Section 668.25 (contracts between an institution and third-party servicer).



**S & S Recovery, Inc.** reports to the major credit bureaus when permitted by our clients. These three bureaus include TransUnion, Experian, and Equifax. Although, through the years of collecting student debt, we firmly believe that taking a judgment in a court of law is the best way to solidify the debt. When reporting to the credit bureaus the amounts reported have to be verified prior to placement with an agency to ensure that the bad debt amount is accurate. Any amount reported that is incorrect can leave the University and agency vulnerable to litigation.

Interpose® is a cloud-based debt collection software application. Designed for collection agencies, healthcare providers, government agencies, utilities, original credit guarantors, debt buyers and collection attorneys.

### Features

- Account Bundling
- Account Updater (Account Manager)
- Account Document Management
- Action Codes Macros & Hotkeys
- Action Paths (Real-time Strategy Triggers)
- Client Management Tools
- Client Accounting & Invoicing
- Client Access
- Data Integration & Synchronization
- Data Import/Export Tools
- Flexible Payment Plans & Promises to Pay
- Highest Security Standards Available
- Job Process Automation
- Letters - On Demand
- Letter Series - Automated
- Letter Vendor Integration
- Local Letter Printing
- Logic Builder Visual Condition Designer
- Payment Spreaders
- Real-time Credit Card & ACH Processing
- Reports - Standard Set
- Reports - Inventory Report Designer
- Secure File Transfer
- SQL Report Engine
- Skip Trace & Data Enrichment Interface
- User Management Tools
- Virtual Agent Collector
- Worklists - Individual & Pooled



Home Accounts Transactions Reports Clients Accounting Utilities Work Flow Virtual Agent Forwarding Setup Help

Account # 83725984 Client Account # 28085 Agency # 83725984 Client ID Starwars Inc (SWARS) Phones (360) 355-9988 (Primary Home) (205) 955-5527 (Primary Other) (360) 245-6822 (Co Maker Work)

Name Y, Yaddle Y Spouse Name Yaddle, Patricia A Address 208 Galaxy Road Suite 185 Farfaraway, MT 98604 Birth Date 02/15/1988 SSN XXX-XX-6789

Current Balance \$172.78 Bundle Current Balance \$392.117 Assigned Date 11/09/2011 Assigned Age 1194 Days Contacts 16 Closed Date

Promises (13) Kept: 1 Broken: 0 Collection Type Last Letter SUMMONS\_AND\_COMPLAINT\_SET on 10/15/2014 Last Paid \$252.00 on 02/16/2015 Letters Sent 3

Status PLG Collector Worklist Last Worked Next Work Date 02/25/2015 Next Step Call Mom Calls 16 First Payment Date 04/12/2013

**Do not Call Spouse**

**Accounts**

View Account  
View Transactions  
View Bundled Transactions  
View Pending Transactions (0)  
Post Transaction  
Setup Payment Plan  
Refund Overpayment  
Cancel Account  
Posting Notes  
View Phone Log  
Letter Actions...

**Notate Account**

Promised Payment Amount \$  
Action (Please select an action code)  
Note  
Important  Clear   
Next Step Call Mom  
Next Work Date 2/25/2015  
Next Work Date In Days  
Status PLG  
Bundle Action Run

Promised Payment Date  
Priority 0  
Phone Number  
Source  
Contact  
Location  
Result (Contact)  
Result (No-Contact)  
Worklist  
Send to Worklist Send

**Notes**

Create Date	Note	Username	Agency #	Type
02/18/2015 08:48 AM	Next Work Date changed from [03/18/2015] to [02/25/2015]	admin	83725984	DEBT
02/18/2015 08:48 AM	Next Step changed from [File Writ of Garnishment] to [Call Mom]	admin	83725984	DEBT
02/18/2015 08:48 AM	(360) 355-9988 OUTBOUND RIGHT_PARTY HOME ANSWERED 02/18/2015 08:48 AM	admin	83725984	PHONE
02/18/2015 08:48 AM	Action (ORRA) Outbound/Residential/Right Party/Answered	admin	83725984	DEBT
02/18/2015 08:26 AM	<b>Do not Call Spouse</b>	admin	83725984	<b>IMPORTANT</b>
02/18/2015 08:25 AM	Payment 14054735 of \$252.00 voided	admin	83725984	PAYMENT
02/18/2015 08:25 AM	-\$30.84 posted to Received Owner Interest Reversal:	admin	83725984	TRANSACTION
02/18/2015 08:25 AM	-\$7.73 posted to Received Owner Interest Reversal:	admin	83725979	TRANSACTION
02/18/2015 08:25 AM	Interest Effective Date changed from [02/16/2015] to [02/18/2015]	admin	83725979	DEBT
02/18/2015 08:25 AM	-\$211.43 posted to Received Owner Principal Reversal:	admin	83725979	TRANSACTION
02/18/2015 08:25 AM	-\$2.00 posted to Received Owner Service Fee Reversal:	admin	83725984	TRANSACTION
02/18/2015 08:25 AM	-\$2.00 posted to Owing Owner Service Fee Reversal:	admin	83725984	TRANSACTION
02/18/2015 08:24 AM	Payment plan deactivated	admin	83725984	PAYMENT_PLAN
02/17/2015 09:39 AM	\$75.55 posted to Owing Owner Court Cost Adjustment with reason Filing Fees: Fee	admin	83725984	TRANSACTION
02/17/2015 09:29 AM	Next Step changed from [Call Court] to [File Writ of Garnishment]	admin	83725984	DEBT

1 to 15 of 473 Page 1 15 rows

## Electronic Payments

### ACH Express

ACH Express is our versatile ACH (electronic bank transaction) product. Often times, ACH transactions are less expensive than credit card transactions and offer a secure and timely funds transfer.

ACH Express supports a wide range of transactions types including:

- WEB, Web-Initiated Entry (Payments made through our Ammina™ Virtual Agent web site);
- TEL, Telephone-Initiated Entry (Payments taken over the phone by an agent/collector);
- RCK, Returned Check Representation (Redeposited NSF checks if authorized);
- PPD, Prearranged Payment and Deposits (Customer preapproved deposits);
- ARC, Accounts Receivable Conversion (Automated Check Scanning).



## Merchant Express

Merchant Express is **S & S Recovery, Inc.**'s answer to integrated credit card processing. Whether processing a telephone or a web payment you get approval back in real time.

- Personal Checks;
- Certified Funds (money order, certified bank check, etc.);
- Cash;
- Electronic Funds Transfer (EFT);
- Post-dated checks;
- Automated Clearing House (ACH);
- Western Union;
- Military allotment;
- Speed Pay (Check by Phone);
- Credit Cards (Visa/MasterCard/Discover);
- Loan Consolidation;
- Online Payments/Virtual Avatar Agent.

## Intelligent Web Pay

Web-based payment solutions are an important new resource for collectors. This system can deliver results outside of normal business hours which, depending on the employment, may provide consumers an easier way to resolve their balance. Our online Web Pay also ensures compliance every time. Intelligent Web Pay can operate 24 hours a day, 7 days a week. In short, it can deliver the results of our best human collector—a commitment and plan to pay off the debt in full. Intelligent Web Pay provides an online collection solution that is much more than just a one-time “click-to-pay” function found on most agency's web sites. We provide an online collection solution that leverages intelligent decision making engines and virtual avatar technology to guide consumers through a carefully tailored process to achieve the best, most profitable collection results. Our solution is purpose-built and designed specifically to deliver closure on collectible debt via the Web.

The use of an avatar increases the percentage of consumers willing to make a payment or payment arrangement online. It improves site “stickiness.” When a consumer signs into a payment portal, they are met and greeted by a friendly and helpful avatar, which then guides them through the process of making a payment or negotiating a payment arrangement. As intriguing and realistic as a real collector, the avatar engages consumers into the collection



process and guides them toward successful completion of the task at hand --paying off their outstanding debt.

While many collection agencies today allow debtors to make a one-time online payment, this approach is not optimal. Collection agency web sites are primarily corporate, sales, and/or marketing sites – they are not designed for consumers. Often, the consumer payment button is obscure and difficult to find, and debtors will often exit without making a payment because they do not perceive the site to be relevant to their needs. Further, if a payment option exists, there is usually only the option to make a one-time payment and not a commitment to pay off the balance in full. Intelligent Web Pay, on the other hand, is a Web pay portal designed specifically for consumers. As such, it facilitates debt settlement and payment in a friendly, yet effective, manner, helping to secure payment plans that are fulfilled through automatic monthly payments funded by credit card or ACH commitments.

### **Built-In Payment Processing**

Intelligent Web Pay provides built-in payment processing and direct integration with S & S Recovery's Inc's accounts receivable system. Once the consumer makes a payment, it is processed automatically and is immediately posted to the consumer's account in the S & S Recovery's Inc. system

### **Consistent, Compliant Decisions on Payment Plans and Settlements**

Powered by a real-time decision making engine, Intelligent Web Pay gives collection agencies the ability to negotiate with the consumer online by offering:

- Payment plans within agency-defined guidelines, either pre-defined or constructed in real time; and
- Custom settlement offerings based on what the client is willing to accept and the consumer is capable of paying.

When used in conjunction with the real-time decision making engine, the Virtual Avatar functions as a “live” collector. The avatar interacts with the consumer online to reach the best possible payment and, most importantly, gets a commitment to make additional payments over time to pay off the balance or even settle the account. Based on Institution-defined rules, the real-time decision making engine can be configured to negotiate settlement amounts and payoff schedules that can greatly exceed single-payment transactions – just like S & S Recovery's top collectors. In comparison, one-time Web payment buttons are not capable of delivering these types of results. The decision making engine runs on pre-configured rules that are established by the Institution, any settlements or payment plans reached online can be in compliance with all



state and federal regulations, as well as the Institution's guidelines. This capability ensures that the online solution performs at a level of consistency with our Tier 1 collectors.

# AMMINA<sup>TM</sup>

## VIRTUAL AGENT

### Account Summary

- Home
- My Account
- Logoff

Here is a summary of your account.

If you need to start over at any time, simply click on the Home link above.

Please click **Next** to continue.

#### Starwars Inc (SWARS)

Agency #	80455307
Assigned Date	09/19/2011 12:00 AM
Date of Service	10/24/2009 12:00 AM
Balance	\$642.01

Disable

[Next](#)

\* Please note your balance may not reflect recent payments that may be in transit.

*Students can view account details, enabling them to have sufficient information to self-manage their accounts. The addition of an avatar brings a personal and non-threatening touch to a sometimes difficult situation.*



# AMMINA™ VIRTUAL AGENT

-  Inicio
-  Calendario de Pagos
-  Cerrar la Sesión

Hola,

Le voy a atender hoy. Si en cualquier momento necesita empezar de nuevo, simplemente haga clic en el enlace de Inicio arriba.

Por favor, revise su cuenta y haga clic en Continuar.

**Saldo : \$6,201.79**

Nombre de la Compañía	Agencia #	Cuenta #	Fecha de Servicio	Saldo
Disney Inc (DISNEY)	3	333	10/22/2009	\$6,201.79



 Disable

**Continuar**

\* Tenga en cuenta que su saldo podría no incluir pagos recientes en tránsito.

*Students have the option to choose their language. The avatar will speak in the selected language to reinforce the message being communicated.*



# AMMINA™ VIRTUAL AGENT

- Home
- My Account
- Logoff

Please select one of the options listed so that we can assist you in resolving any issues with your account. Click **Next** to continue.



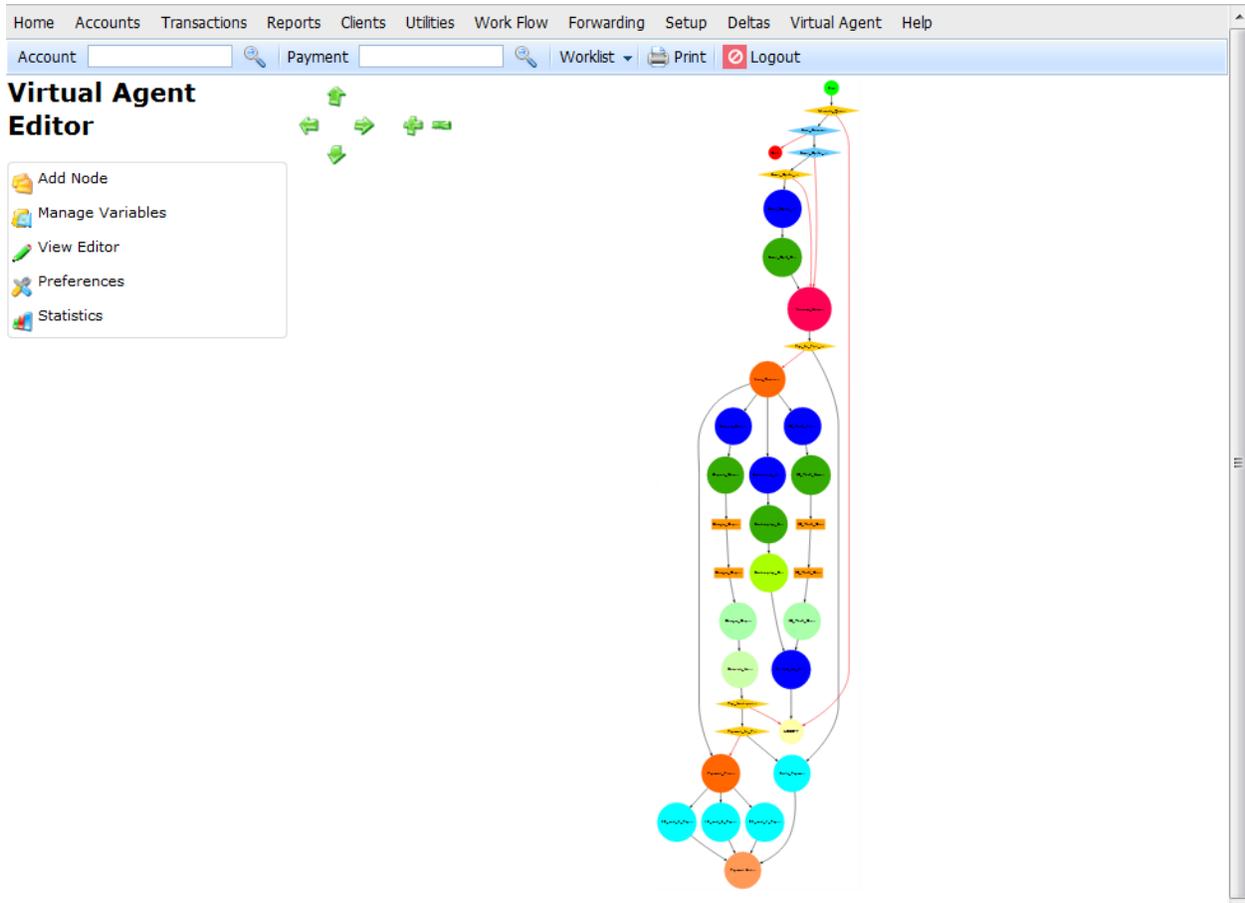
Disable

- I Can't Pay the Full Balance Today
- I Dispute Some or All of the Charges
- I am the Victim of Identity Theft
- I Have Filed for Bankruptcy

**Next**

\* Please note your balance may not reflect recent payments that may be in transit.

*Virtual Agent Collector can be programmed to present real-time solutions custom designed for each unique student situation or circumstance.*



*The graphic designer tool helps you build process flows to meet the demands of your company and, most importantly, the consumer.*

Our virtual collector treats every consumer with dignity. You will never have an issue with compliance. Each session can be tailored to create the most likely acceptable solutions for each consumer. In over seven years of service, there has never been a suit brought against the virtual collector. Our virtual collector carefully guides the consumer, step-by-step, through the resolution process. Many "payment negotiator" sites barrage the consumer to the point that they just leave. Our 60% conversion rate validates that this is the preferred way for the consumer to interact.

Every consumer is different, and there are so many ways to resolve a debt. Our virtual collector can construct custom offers in real-time for each consumer. No other collection product can do this.



20. Describe the process and timeline for returning unpaid accounts to the VASCUPP institution.

The process and timeline for returning unpaid accounts differ from client to client. Most clients have a timeframe such as twelve (12) months or twenty-four (24) months with no payments or arrangements and the account is then cancelled and returned to the client to be placed with another agency. **S & S Recovery, Inc.** also has other clients that will allow us to keep the accounts until the account is requested to be cancelled by the client. Once an account is scheduled to cancel or reaches the timeframe that is pre-programmed in our software, the account will cancel and auto populate on the "Cancel and Returned" report the following month. All cancelled accounts can only be reactivated by a manager or the owner of **S & S Recovery, Inc.**

21. Describe how your firm would handle the transition from another Contractor to your firm. Identify issues to be addressed and describe the steps your firm would take to minimize the impact on the VASCUPP institution.

**S & S Recovery, Inc.** will provide VASCUPP a list of the "Client Support Team" that will help to make the transition as easy as possible. An initial setup phone call/conference will be scheduled to go over all the specifics required by the institution such as the method in which accounts will be placed, user profile information, ACH information, etc. An example spreadsheet will be sent to the primary point of contact as well as simple instructions to log on to Interprose® and upload accounts. All client profiles are then setup according to the requirements within the RFP. All user profiles are then setup and given access to **S & S Recovery, Inc.**'s software. Our client liaison will contact each user, if needed, and give a small tutorial of the software. At this point we are ready for the first batch of accounts.

22. Describe in detail all reports that will be provided to the VASCUPP institution and the frequency for providing them. Submit a sample of each standard report.

The reports that will be provided start on the next page.



**Statement and Invoice (Monthly or Bi-Monthly)**

LARGE ENOUGH TO SERVE, SMALL ENOUGH TO CARE"



1.800.467.1144  
 FAX: 901.386.2904  
 4210 ALTRURIA RD. SUITE 131  
 MEMPHIS, TENNESSEE 38135



Trans Date	Case #	Name	Paid Agency	Paid Client	Due Agency	Due Client	Client Portion	Current Balance
09/09/2015	IL001025JL2013TR5360D1	Allen, TRESSIE J R91128	\$10.00	\$0.00	\$2.31	\$10.00	\$7.69	
09/09/2015	IL001025JL2013TR1086D1	AULTMAN, MERCHICA	\$158.80	\$0.00	\$36.80	\$158.80	\$122.00	
09/08/2015	IL001025JL1997CF240D1	BARGERON, ARIE	\$30.00	\$0.00	\$8.92	\$30.00	\$23.08	
09/09/2015	IL001025JL2006CF128D1	BELLAMY, MABEL J	\$0.00	\$154.00	\$46.20	\$0.00	-\$46.20	
09/07/2015	IL001025JL1989CF181D1	BURCH GARDNER, LATASHA	\$100.00	\$0.00	\$23.08	\$100.00	\$76.92	
09/09/2015	IL001025JL2013TR7400D1	Cameron, CADE	\$137.05	\$0.00	\$31.63	\$137.05	\$105.42	
09/09/2015	IL001025JL2007CF153D1	CORTES, LILLAR A	\$25.00	\$0.00	\$5.77	\$25.00	\$19.23	
09/07/2015	IL001025JL1998CF388D1	CRAM, ALEXANDER C	\$20.00	\$0.00	\$4.62	\$20.00	\$15.38	
09/07/2015	IL001025JL2000CF388D1	FIERRO, BALLERIA	\$20.00	\$0.00	\$4.62	\$20.00	\$15.38	
09/06/2015	IL001025JL2002CF514D1	GAWLIK, TWMAN L	\$10.00	\$0.00	\$2.31	\$10.00	\$7.69	
09/07/2015	IL001025JL2007CF141D1	GLOSSER, COZETTA L	\$25.00	\$0.00	\$5.77	\$25.00	\$19.23	
09/05/2015	IL001025JL2006TR8149D1	HARTON, Leann	\$10.00	\$0.00	\$2.31	\$10.00	\$7.69	
09/09/2015	IL001025JL2011CF134D1	HOLZER, LAREESHA L	\$30.00	\$0.00	\$8.92	\$30.00	\$23.08	
09/09/2015	IL001025JL2012CF651D1	JARRETT S13371, JERONIMO	\$50.00	\$0.00	\$11.54	\$50.00	\$38.46	
09/09/2015	IL001025JL2012TR763D1	MARCUS, ANNETTE T	\$0.00	\$20.00	\$8.00	\$0.00	-\$8.00	
09/09/2015	IL001025JL2012TR8081D1	MARTINEZ-GONZALEZ, WILLESIA	\$25.00	\$0.00	\$5.77	\$25.00	\$19.23	
09/09/2015	IL001025JL1989CF265D1	MAXHEIMER Sr, ADA	\$25.00	\$0.00	\$5.77	\$25.00	\$19.23	
09/07/2015	IL001025JL2010CF315D1	MOOG, TERANCE	\$25.00	\$0.00	\$5.77	\$25.00	\$19.23	
09/09/2015	IL001025JL2005CF1D1	NAL BOUTIQUE, KENNISHA	\$10.00	\$0.00	\$2.31	\$10.00	\$7.69	
09/09/2015	IL001025JL1999CF451D1	PATCHIN, BAHJI A	\$5.00	\$0.00	\$1.15	\$5.00	\$3.85	
09/05/2015	IL001025JL2006TR427D1	PHATO, GRADY A	\$50.00	\$0.00	\$11.54	\$50.00	\$38.46	
09/09/2015	IL001025JL2001CF485D1	PIGMON, JAMARIO L	\$25.00	\$0.00	\$5.77	\$25.00	\$19.23	
09/09/2015	IL001025JL2008CF433D1	PINKTON, DELL	\$100.00	\$0.00	\$23.08	\$100.00	\$76.92	
09/07/2015	IL001025JL2011CF765D1	ROBINETT, BRUCE L	\$50.00	\$0.00	\$11.54	\$50.00	\$38.46	
09/06/2015	IL001025JL2001CF117D1	RYVES, IVERY	\$20.00	\$0.00	\$4.62	\$20.00	\$15.38	
09/09/2015	IL001025JL2009CF181D1	SHOULDER, CHARISSE	\$20.00	\$0.00	\$4.62	\$20.00	\$15.38	
09/09/2015	IL001025JL1998CF414D1	SPEAKMAN, ANTONEY L	\$40.00	\$0.00	\$9.23	\$40.00	\$30.77	
09/05/2015	IL001025JL2009CF883D2	VILLA, MERRITTS	\$50.00	\$0.00	\$11.54	\$50.00	\$38.46	
09/09/2015	IL001025JL2011CM321D1	WILCZEWSKI, Bryan	\$75.00	\$0.00	\$17.31	\$75.00	\$57.69	
09/05/2015	IL001025JL1984CF386D2	ZOECKLER, SHELTON	\$109.00	\$0.00	\$23.08	\$109.00	\$76.92	
			<b>\$1,246.66</b>	<b>\$174.00</b>	<b>\$339.78</b>	<b>\$1,246.66</b>	<b>\$806.96</b>	
			<b>Paid Agency</b>	<b>Paid Client</b>	<b>Due Agency</b>	<b>Due Client</b>	<b>Client Portion</b>	

Adjustment Detail



1.800.467.1144  
FAX: 901.386.2904  
4210 ALTRURIA RD. SUITE 131  
MEMPHIS, TENNESSEE 38135

September 9, 2015



**Client Code:** 00517  
**Statement ID:** 2737  
**Statement End Date:** 09/09/2015

#### Collections Summary

---

Total Paid to CCP:	\$1,245.65
Total Paid to Courthouse:	\$174.00
Total Collections:	\$1,419.65

#### Final Voucher

---

<b>Amount due this invoice:</b>	<b>\$339.70</b>
<b>Our Check Enclosed For:</b>	<b>\$1,245.65</b>



**Production Analysis Report (Upon Request)**

Client PAR Report						
Placement - Period	Placed	Net Placement Amount	Gross Placement Amount	Recalled	Net Recovery %	Collected FOR PERIOD
01/01/2013	1	\$3,225.92	\$3,225.92	0	27.90%	\$900.00
01/01/2014	4	\$6,213.62	\$1,514.25	1	52.63%	\$900.00
01/01/2015	259	\$928,383.57	\$209,131.60	162	90.37%	\$189,001.21
02/01/2016	17	\$46,170.25	\$44,362.55	1	70.82%	\$31,418.48
05/01/2016	7	\$41,516.26	\$41,627.95	0	55.44%	\$23,080.50
06/01/2016	11	\$63,075.85	\$64,104.08	0	60.90%	\$39,039.61
07/01/2016	11	\$45,865.49	\$43,610.17	2	75.91%	\$33,104.52
08/01/2016	22	\$80,345.94	\$34,526.26	11	65.70%	\$22,683.59
10/01/2016	36	\$160,125.29	\$153,946.33	2	7.94%	\$12,229.68
12/01/2016	26	\$96,692.26	\$96,692.26	0	0.00%	\$0.00
01/01/2017	7	\$19,916.43	\$19,916.43	0	0.00%	\$0.00
		<b>\$1,491,530.88</b>	<b>\$712,657.80</b>			<b>\$352,257.59</b>

Rows: 11

Parameters:

Client Codes: 4280703



Client Acknowledgment (When accounts are loaded in collection software)



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MEMPHIS, TENNESSEE 38135

Acknowledgment

Below are the accounts that have been placed for collections:

Table with 8 columns: Assigned Date, Status, Agency #, Client Account #, Company Name, First Name, Last Name, Assigned Balance, Account Last Charge Date. It lists 28 individual accounts with their respective details.



Assigned Date	Status	Agency #	Client Account #	Company Name	First Name	Last Name	Assigned Balance	Account Last Charge Date
10/01/2015	ACTIVE	111000742	IL001025JL2000CF235D1		GAILBERTO	ENYART	\$25,482.26	
10/01/2015	ACTIVE	111000740	IL001025JL2008DT407D1		GAILBERTO	ENYART	\$1,733.56	
10/01/2015	ACTIVE	111000739	IL001025JL2013CM533D1		KANETHA	TRUESDALE	\$1,094.60	
10/01/2015	ACTIVE	111000738	IL001025JL2014TR4745D1		ANTONNIO	SCHLOZ	\$371.80	
10/01/2015	ACTIVE	111000741	IL001025JL2011CF457D1		GAILBERTO	ENYART	\$3,272.10	
10/02/2015	ACTIVE	111000756	IL001025JL2013TR3855D1		EUGENIO	PINKTON	\$566.80	
10/02/2015	ACTIVE	111000755	IL001025JL2008TR9987D1		EUGENIO	PINKTON	\$707.20	
10/02/2015	ACTIVE	111000754	IL001025JL2008TR9986D1		EUGENIO	PINKTON	\$750.10	
10/02/2015	ACTIVE	111000753	IL001025JL2005TR1559D1		EUGENIO	PINKTON	\$978.90	
10/02/2015	ACTIVE	111000752	IL001025JL2013TR3854D1		EUGENIO	PINKTON	\$1,991.60	
10/02/2015	ACTIVE	111000751	IL001025JL2012TR1023D1		TERANCE	HOLLO	\$772.20	
10/02/2015	ACTIVE	111000750	IL001025JL2010TR4899D1		TERANCE	HOLLO	\$890.50	
10/06/2015	ACTIVE	111000819	IL001025JL2015TR2389D1		FONTA	SAYGE	\$410.80	
10/07/2015	ACTIVE	111000866	IL001025JL2015TR685D1		Kelsie	TRAIL	\$396.50	
10/07/2015	ACTIVE	111000865	IL001025JL2015TR427D1		Kelsie	TRAIL	\$396.50	
10/09/2015	ACTIVE	111000963	IL001025JL2012TR6398D1		LEA	RAINBOLT	\$331.50	
10/09/2015	ACTIVE	111000961	IL001025JL2012TR3809D1		LEA	RAINBOLT	\$622.70	
10/09/2015	ACTIVE	111000962	IL001025JL2012TR6399D1		LEA	RAINBOLT	\$331.50	
							\$1,688,176.21	

Thank you for your business!

Rows: 473

Parameters:

\*Client Client Code\* = 00517 and  
 \*Account Assigned Date\* is LAST\_YEAR



## Monthly Status Report (Monthly)

Monthly Status Report



1.800.467.1144

FAX: 901.386.2904

4210 ALTRURIA RD. SUITE 131

MEMPHIS, TENNESSEE 38135

WebAR #	Client Account #	Full Name	Active Phone Numbers	Status	Current Balance	Principal Balance
110989991	IL092015JL1996TR6491D1	Aaron, Daron N		1 ACTIVE	\$169.05	\$55.00
110987113	IL092015JL1999DT1500D1	Abler, Lavonne A		0 SKIPTRACE	\$2,437.71	\$665.00
110988169	IL092015JL2008CF650D1	Abokhai, Fonies		3 ACTIVE	\$1,882.15	\$861.00
110993121	IL092015JL2005TR3331D1	Alcantara, Kelsie S		1 ACTIVE	\$125.58	\$55.00
110981771	IL092015JL2001DT387D1	Aliabadi, Bryan M		3 ACTIVE	\$58.62	\$23.00
110981770	IL092015JL2001TR5654D1	Aliabadi, Bryan M		3 ACTIVE	\$197.25	\$75.00
110981772	IL092015JL1999CF163D1	Aliabadi, Bryan M		3 ACTIVE	\$233.74	\$83.00
110991690	IL092015JL1998TR8328D1	Allen Jr, Leville F		2 ACTIVE	\$158.46	\$55.00
110988650	IL092015JL2008CF106D1	Augenstein, Irvine L		3 ACTIVE	\$486.51	\$231.00
110983135	IL092015JL1998TR7099D1	Awe, Amith L		0 SKIPTRACE	\$216.71	\$75.00
110984720	IL092015JL1997TR1022D1	Bamberger, Maliik Dawn		3 ACTIVE	\$1,691.82	\$572.00
110980605	IL092015JL1993CF390D6	Barnick, Ashley Garcia		3 ACTIVE	\$36,091.56	\$11,718.00
110983352	IL092015JL2014TR5009D1	Bartmann, Tarawa W		3 PIF	\$0.00	\$0.00
110983259	IL092015JL2013CF594D2	Batten, Kenosha L		3 ACTIVE	\$1,820.92	\$1,209.00
110991988	IL092015JL2014TR3748D1	Baughn, Arlo		1 ACTIVE	\$354.08	\$244.00
110984410	IL092015JL2012TR2804D1	Becks, Lakhvir J		3 ACTIVE	\$295.08	\$179.00
110984409	IL092015JL2013CF136D1	Becks, Lakhvir J		3 CLOSED	\$0.00	\$0.00
110982944	IL092015JL1999TR9497D1	Betterton, Tomeker		1 ACTIVE	\$55.65	\$20.00
110991852	IL092015JL1990TR1296D1	Bey, Mateo Jean		2 ACTIVE	\$236.95	\$65.00
110991853	IL092015JL1990TR1297D1	Bey, Mateo Jean		2 ACTIVE	\$308.86	\$65.00
110980890	IL092015JL1999DT376D1	Blevins Turner, Camisha L		3 ACTIVE	\$8.33	\$3.00
110984665	IL092015JL2000TR431D1	Borkowicz, Angelic E		2 ACTIVE	\$654.41	\$238.00
110989331	IL092015JL2008CF339D1	Borns, Shalina C		2 ACTIVE	\$507.99	\$255.00
110989332	IL092015JL2008CF623D1	Borns, Shalina C		2 ACTIVE	\$500.26	\$255.00
110990265	IL092015JL2007TR2D1	Bottles, Claretta K		3 INCARCERATED	\$668.34	\$409.00
110990263	IL092015JL2014TR5104D1	Bottles, Claretta K		3 ACTIVE	\$96.08	\$60.00
110986122	IL092015JL1999CF134D1	Carie, Laurice J		3 ACTIVE	\$11,046.96	\$4,630.00
110993170	IL092015JL2011TR4770D1	Castilovtar, Brenda T		3 ACTIVE	\$98.74	\$40.00
110989543	IL092015JL2003TR1948D1	C D Maintenance, Charisse P		3 ACTIVE	\$1,620.68	\$657.00
110989544	IL092015JL2005CF301D2	C D Maintenance, Charisse P		3 ACTIVE	\$515.46	\$227.00
110989545	IL092015JL2003CF410D1	C D Maintenance, Charisse P		3 ACTIVE	\$114.07	\$47.00
110981665	IL092015JL1998DT500D1	Chestnut, Vessie A		0 SKIPTRACE	\$1,706.88	\$600.00
110981666	IL092015JL2002CF143D1	Chestnut, Vessie A		0 SKIPTRACE	\$442.15	\$173.00
110981667	IL092015JL2001CM735D1	Chestnut, Vessie A		0 SKIPTRACE	\$646.90	\$250.00
110984168	IL092015JL2004TR4514D1	Church, Ada P		2 ACTIVE	\$286.25	\$121.00
110989595	IL092015JL1990TR2302D1	Chybowski, Antony W		1 ACTIVE	\$996.99	\$273.99
110988817	IL092015JL1995TR3745D1	Covert, Rebecca Earl		0 SKIPTRACE	\$231.92	\$73.00
110983775	IL092015JL2003TR11651D1	Crowder, Coye		3 ACTIVE	\$180.29	\$75.00
110983774	IL092015JL2006CF211D1	Crowder, Coye		3 ACTIVE	\$541.93	\$248.00
110982267	IL092015JL2004TR14156D1	Daley, Dammond D		2 ACTIVE	\$783.21	\$340.00
110982266	IL092015JL2004TR14157D1	Daley, Dammond D		2 ACTIVE	\$252.61	\$114.00



WebAR #	Client Account #	Full Name	Active Phone Numbers	Status	Current Balance	Principal Balance
110983447	IL092015JL2004CF35D1	Vonvain, Sonyde A		1 ACTIVE	\$441.94	\$185.00
110993639	IL092015JL1991CF367D1	Waddingham, Weyman		3 ACTIVE	\$2,880.13	\$825.00
110990527	IL092015JL2000CF91D1	Waltosz, Bamako R		1 ACTIVE	\$56,704.86	\$20,698.93
110993309	IL092015JL2010DT194D1	Ware Jr, Meri G		1 ACTIVE	\$1,872.56	\$1,039.00
110982459	IL092015JL1998TR14112D1	Watwood, Zeda Adam		3 ACTIVE	\$1,906.01	\$670.00
110982795	IL092015JL2005DT35D1	Weissmann, Antony T		3 ACTIVE	\$1,342.10	\$585.00
110992265	IL092015JL1999CF265D1	Werkman, Christin G		3 ACTIVE	\$497.90	\$178.00
110982719	IL092015JL1998TR12729D1	Windell, Channing E		3 ACTIVE	\$213.99	\$75.00
110992500	IL092015JL2008TR12114D1	Wios, Jamario		2 ACTIVE	\$107.63	\$55.00
110986848	IL092015JL1997DT365D1	Womble, Alexander P		3 ACTIVE	\$1,921.63	\$651.00
110986850	IL092015JL1995TR5134D1	Womble, Alexander P		3 ACTIVE	\$1,957.40	\$618.00
110986849	IL092015JL1999CF179D1	Womble, Alexander P		3 ACTIVE	\$472.54	\$168.00
110981253	IL092015JL1999CF48D1	Yunker, Allan		3 ACTIVE	\$255.03	\$90.00
110981251	IL092015JL2006CF51D1	Yunker, Allan		3 ACTIVE	\$24,360.91	\$11,038.50
110987947	IL092015JL2004CF410D1	Zoeckler, Pavel Lee		3 ACTIVE	\$1,308.08	\$557.00
110987946	IL092015JL2002TR4469D1	Zoeckler, Pavel Lee		0 SKIPTRACE	\$134.86	\$53.00
				454	\$311,394.89	\$120,896.92



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## Address Change (Monthly)



**S&S Recovery, Inc.**

1.800.467.1144  
 FAX: 901.386.2904  
 4210 ALTRURIA RD. SUITE 131  
 MEMPHIS, TENNESSEE 38135

Address Change Report

Account WebAR #	Account Client Account #	Primary Demographic Full Name	Primary Demographic Address	Primary Demographic Address 2	Primary Demographic City	Primary Demographic State	Primary Demographic Zip	Primary Demographic Previous Address1	Primary Demographic Previous Address2	Primary Demographic Previous City	Primary Demographic Previous State	Primary Demographic Previous Zip
110924555	IL001025JL2007 CF635D1	Adam, Osborne C	UNKNOWN		SPRINGFIELD	IL	626500000	464 W CATTAGE AVE		WAUSAU	PA	600140000
110924066	IL001025JL2010 DT198D1	Alderton, Stone T	3520 SANDPIPER DR		BRANDON	IL	617780000	2123 E STATE	1860 N VANDYKE	LADD	ID	633760000
110901279	IL001025JL2013 DT29D1	Albritton, Tanner R	PO BOX 325		WESTVILLE	IL	62665	202 TENNESSEE ST		WAUSAU	PA	741330000
110932310	IL001025JL1990 CF375D1	Attila, Kiel L	406 S STATE		SAINT JOSEPH	IL	618660000	717 DIAL ST PO BOX 812 APT 4	APT 10	SYLVANIA	PA	920560000
110929704	IL001025JL2006 CF350D1	Bamrah, Somyde E	539 N 5TH AVE APT 2		JACKSONVILLE	IL		279 ADAMS ST		WAUSAU	PA	023401200
110934319	IL001025JL2012 CM213D1	Barger, Antony W	627 W MAIN		ATLANTA	MO	619101233	200 N JANESVILLE ST		WAUSAU	PA	422400000
110932168	IL001025JL2001 CF288D1	Baskin, Levoy B	1614 FROSTWOOD LN		JACKSONVILLE	WI	62557	104 FAIRWAY DR APT 7D		WAUSAU	PA	629880000
110932165	IL001025JL2007 CF452D1	Baskin, Levoy B	1614 FROSTWOOD LN		JACKSONVILLE	WI	62557	104 FAIRWAY DR APT 7D		WAUSAU	PA	629880000
110918843	IL001025JL2011 DT88D1	Becks, Jerett L	16584 N IL HIGHWAY 37 LOT 95		MARSEILLES	IL	614220000	340 EAST HOE-HEN STREET		WAUSAU	PA	553374517
110928698	IL001025JL2007 CF577D1	Beddingfield, Tina	17954 POPLAR LANE		WHITE HALL	IL	618320000	118 BRYANT ST		ST JOSEPH	PA	46239
110930277	IL001025JL2005 CF379D1	Beraki, Tina	1214 KENT ST		TINLEY PARK	IL	628322512	1114 W S 9TH		ELYTHE	CT	553374517
110929045	IL001025JL2011 CF617D1	Berry, Alejandro D	12988 TOADHILL RD		LEXINGTON	IN	618650000	1717 E JOHNS ST		WAUSAU	PA	553374517
110932429	IL001025JL2012 CF644D1	Besher Jones, Bryan	1264 ASPEN DRIVE		WEST ALLIS	MI	63136	119 PAYNE ST		HAVANA	PA	390460000
111000583	IL001025JL2013 CF290D1	Bethal, Ralinda E	PO BOX 51602	200 N PINE ST #34	WEST FRANKFORT	IL	62967	120 FERNWOOD DR		WAUSAU	PA	532950000
110932113	IL001025JL2010 DT317D1	Biedrzycki, Kiate	206 S WATER ST		SALT LAKE CITY	IL	724160153	Rt 1 Box 296		EL CENTRO	AL	381410000
110980621	IL001025JL2013 TR1168D1	Bohnblust, Terance J	2309 N EAST ST		FORT MADISON	IL	42001	1221 W GOVERNER ST	UNIT 207	WAUSAU	PA	553374517
110927295	IL001025JL2001 DT281D1	Bohnert, Eldon L	RR2 BOX 204C		DELAVAN	IL	61554	1712 S PROSPECT		LAPLACE	CT	394010000
110929825	IL001025JL1990 CF191D1	Bohn, Franklin	507 N 8TH STREET		CHICAGO	IL	940865582	319 N WALNUT		CRAWFORDSVILLE	IL	62626
110934408	IL001025JL1995 CF391D1	Bolino, Heathes	10631 CCOUNTRY CLUB RD APT 6		COLORADO SPRINGS	VA	618320000	3106 KIMBERLY DR		LUEBBERING	PA	62544
110930325	IL001025JL1993 CF239D2	Borns, Shanna	9116 W MELANIE LN		PANA	KY	46227	19123 E 1250 N RD		SAINT CLAIR SHORES	PA	432060000
110933298	IL001025JL1987 CF120D1	Brecht, Ballard	1517 E CONVERSE ST		PANA	IL	62656	703 ROBINSON APT C		HIGHLANDS	PA	625682380
110929411	IL001025JL2003 CF82D2	Brster, Lorenzara	671 N 225 W TRLR 41		MT OLIVE	IL	498660000	2908 CALWAGNER		RIGHTON	PA	62558
110927387	IL001025JL2010 TR4935D1	Brodhead, Kacie A	300 W MAIN ST		CPE GIRARDEAU	MO	628632023	22575 PRAIRIE CHAPEL RD		SCHERERVILLE	CT	405030000

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Account WebAR #	Account Client Account #	Primary Demographic Full Name	Primary Demographic Address	Primary Demographic Address 2	Primary Demographic City	Primary Demographic State	Primary Demographic Zip	Primary Demographic Previous Address1	Primary Demographic Previous Address2	Primary Demographic Previous City	Primary Demographic Previous State	Primary Demographic Previous Zip
110927113	IL001025JL1999 TR4097D1	Weibel, Lahnalee L	1101 NORTH INDIANA	KRISTY RAMOS	HAYTI	IL	620820000	48 DEL VALLEY RD		WAUSAU	PA	553374517
111000307	IL001025JL2013 CF642D1	Weinert, Rafiqah G	8806 ASHCROFT DR		DEXTER	IL	627049016	250 S HICKORY ST		WAUSAU	PA	553374517
110928632	IL001025JL2007 CF429D1	Wilks, Dennon E	509 DOGWOOD DR		INDEPENDENCE	IL	62656	2413 W BUSINESS 83 APT 3		WAUSAU	PA	200030000
110922731	IL001025JL2012 CF181D1	Woolums, Gretchen M	111 E SCARRITT ST 1		CHAMPAIGN	IL	618580000	805 NORTH 25TH STREET		WAUSAU	PA	553374517
110929387	IL001025JL2006 CF361D1	Woolums, Nasif L	147 DETWEILLER	SUITE 150	MOUNT AUBURN	KY	453710000	300 W S 5TH ST		WAUSAU	PA	707856402
110929390	IL001025JL2006 CF529D1	Woolums, Nasif L	147 DETWEILLER	SUITE 150	MOUNT AUBURN	KY	453710000	300 W S 5TH ST		WAUSAU	PA	707856402
110928955	IL001025JL2003 CM184D1	Wright Jr, Lionnell K	2912 TAYLOR AVE APT 5		GRAND PRAIRIE	IL	62534	1440 EDGEWOOD DRIVE		Fairfield	MA	62539
110928981	IL001025JL2010 CF423D1	Yakoulev, Lionell A	8030 COTTONWOOD RD		CHICAGO	MO	628010000	926 HAZEL		WAUSAU	PA	553374517
110926323	IL001025JL2007 CF51D1	Yang, Camisha A	BOX 465		CLINTON	OK		512 CHERRY CT		SHERIDAN	PA	724610000
110927307	IL001025JL2010 CF277D1	Yeisley, Sharlynn E	520 W FRANKLIN ST		ARCOLA	IL	52632	103 PLAYER DR		WAUSAU	PA	553374517
110927308	IL001025JL2006 DT475D1	Yeisley, Sharlynn E	520 W FRANKLIN ST		ARCOLA	IL	52632	103 PLAYER DR		WAUSAU	PA	553374517
110924685	IL001025JL2011 DT191D1	Zeiss, Dick D	10955 STATE ROUTE 37 N		POUND	OH	618460000	1800 MOUND ROAD		WAUSAU	PA	553374517
110926745	IL001025JL1996 CM357D1	Zinser Jr, Ursa W	PO BOX 260		BULPITT	IL	462010000	110 S PINE		KEWANEE	LA	638220000



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Client Inventory (Upon Request)



Client Access - Inventory

Judson College A/R 1st  
 Attn: Betty Middlebrooks  
 302 Bibb St  
 Marion, AL 36756

Below is a list of your Active Inventory with S & S Recovery, Inc.

Status Codes Table

ACT - Active BPR - Broken Promise CS - Closed State DAP - Dispute Already Paid DDC - Dispute Breakdown of Charges DMP - Dispute Monthly Payor FUND - Funded LEG - New POS - Possible Pay PAK - Perkins PTP - Promise to Pay PAY - Paying REA - Reactivated SMO - Slip TAX - Tax Offer

Client Code	Client Account ID	Last	Middle Initial	First	S & S Act. #	Assigned Date	Assigned Balance	Current Balance	NSF Fee due S & S Recovery	Status
1337	6111	ALBINO		KOBERLY	11040545	02/16/2012	\$4,700.00	\$4,447.58	\$4,447.58	\$0.00 PAY
1337	4076	BAILEY		CHRISTINA	11039470	10/14/2013	\$787.85	\$787.85	\$787.85	\$0.00 ACT
1337	2182	BEASLEY		LATYSHA	11039406	11/30/2012	\$2,903.71	\$2,903.71	\$2,903.71	\$0.00 ACT
1337	2483	BRAY		CHRISTINA	11042343	05/18/2011	\$472.64	\$472.64	\$472.64	\$0.00 ACT
1337	4813	BRYANT		KOBERLY	11037927	03/26/2010	\$1,091.52	\$1,091.52	\$1,091.52	\$0.00 ACT
1337	3639	BURTON		WENDY	11040288	07/02/2012	\$578.75	\$578.75	\$578.75	\$0.00 ACT
1337	8348	CAMPBELL		SHALINA	11041342	05/18/2011	\$611.55	\$611.55	\$611.55	\$0.00 ACT
1337	1139	FANTEL		CHRISTINA	11038873	05/08/2013	\$511.08	\$511.08	\$511.08	\$0.00 PAY
1337	9697	FARR		STEVANNA	11038276	11/18/2013	\$700.90	\$700.90	\$700.90	\$0.00 ACT
1337	7900	GARLAND		THERESA	11042341	05/18/2011	\$1,969.33	\$1,969.33	\$1,969.33	\$0.00 ACT
1337	7579	GENTRY		AUDRIANNA	11039645	11/30/2012	\$368.60	\$368.60	\$368.60	\$0.00 ACT
1337	2577	HAVIS		JOYCE	11041172	08/31/2011	\$8,810.52	\$8,810.52	\$8,810.52	\$0.00 ACT
1337	1801	HOLLAND		TAMARA	11040770	01/18/2012	\$7,954.57	\$7,954.57	\$7,954.57	\$0.00 ACT
1337	8574	JOHNSON		JAPHINE	11038922	07/09/2013	\$4,590.87	\$4,590.87	\$4,590.87	\$0.00 ACT
1337	3677	KPUNGER		EMILY	11040772	01/19/2012	\$7,971.34	\$7,971.34	\$7,971.34	\$0.00 ACT
1337	2959	KUIG		LASHLEY	11040287	07/02/2012	\$4,455.99	\$4,455.99	\$4,455.99	\$0.00 ACT
1337	4798	LARIS		TERRA	11037528	02/20/2010	\$1,207.99	\$1,207.99	\$1,207.99	\$0.00 ACT
1337	7130	LECORD		LINDSEY	11039624	11/30/2012	\$927.55	\$927.55	\$927.55	\$0.00 ACT
1337	4983	MCREE		SHAYRA	11042314	05/18/2011	\$11,044.64	\$11,044.64	\$11,044.64	\$0.00 ACT
1337	5185	MERRELL		MELISSA	11042110	06/07/2012	\$5,375.99	\$5,375.99	\$5,375.99	\$0.00 ACT
1337	6790	MITCHELL		STEPHANIE	11039403	11/30/2012	\$5,334.47	\$5,334.47	\$5,334.47	\$0.00 ACT
1337	9721	MOYORE		ANGIE	11039402	11/30/2012	\$5,374.66	\$5,374.66	\$5,374.66	\$0.00 ACT
1337	0756	REBOLLEDO		ANGELA	11040219	06/07/2012	\$2,121.87	\$2,121.87	\$2,121.87	\$0.00 ACT
1337	4713	ROSS		STEPHANIE	11040287	07/02/2012	\$5,119.69	\$5,119.69	\$5,119.69	\$0.00 ACT
1337	9586	SMITH		MOLYVAZ	11038872	05/08/2013	\$4,334.52	\$4,334.52	\$4,334.52	\$0.00 ACT
1337	8726	TALBERT		CHANTE	11038487	10/14/2013	\$760.68	\$760.68	\$760.68	\$0.00 ACT
1337	2556	WILLIAMS		SHAWANDA	11040184	07/02/2012	\$5,026.45	\$5,026.45	\$5,026.45	\$0.00 ACT
							<b>998,089.13</b>	<b>998,279.16</b>		<b>\$0.00</b>

Thank You for Your Business  
 If you have any questions, please call our office P 800-487-1144  
 Large Enough to Serve, Small Enough to CARE

Page: 27  
 Parameters: F:\Client\Client Code = 1337 and Account Status in (ACT, BPR, CS, DAP, DDC, DMP, FUND, LEG, NEW, POS, PAY, PTP, REA, SMO, TAX)  
 Report Generated on 10/24/2017 10:32:26 by admin (102584)



**Paid In Full (Monthly)**

Paid in Full Report



1.800.467.1144

FAX: 901.386.2904

4210 ALTRURIA RD. SUITE 131

MEMPHIS, TENNESSEE 38135

Account WebAR #	Account Client Account #	Primary Demographic Full Name	Account Last Pay Date	Account Status	Account Principal Assigned	Account Current Balance
110933511	IL001025JL2012CM447D1	Alltop, Tysheena L	11/12/2014	PIF		\$607.10
110932286	IL001025JL1985CF290D1	Alsharari, Ada B	08/14/2014	PIF		\$68.50
110932694	IL001025JL2009TR7563D1	Ammad, Dick L	09/12/2014	PIF		\$128.70
110932693	IL001025JL2009TR7564D1	Ammad, Timwania	09/12/2014	PIF		\$128.70
110929010	IL001025JL1989TR827D1	Angelakos, Dennon	03/13/2014	PIF		\$397.80
110929514	IL001025JL1962CF411D1	Augenstein, Deefan	05/15/2014	PIF		\$1,300.00
110929515	IL001025JL1963CF277D1	Augenstein, Deefan	05/15/2014	PIF		\$3,112.20
110927886	IL001025JL2013TR1086D1	Aultman, Merichica	08/05/2015	PIF		\$158.60
110931698	IL001025JL2010TR1939D1	Babelola, Daniel P Ream	10/25/2014	PIF		\$129.70
110929145	IL001025JL2009TR3871D1	Bakutis, Shanena	09/29/2014	PIF		\$98.80
110934313	IL001025JL2008CF373D1	Bargeron, Beth L	09/29/2014	PIF		\$314.60
110934314	IL001025JL2006CF249D1	Bargeron, Beth L	09/29/2014	PIF		\$79.30
110930125	IL001025JL2006TR8589D1	Barrows, Theodore L	01/02/2015	PIF		\$98.80
110934129	IL001025JL2011TR4673D1	Beckett, Tanitra	08/06/2014	PIF		\$148.20
110929331	IL001025JL2004TR7739D1	Bellamy, Kris	03/30/2015	PIF		\$971.10
110925957	IL001025JL2013TR6103D1	Bell Jr, Isa J	08/25/2014	PIF		\$134.50
110932304	IL001025JL2010CF118D1	Best, Darion G	09/19/2014	PIF		\$483.60
110930291	IL001025JL2009TR3272D1	Bestwick, Beulah	07/30/2015	PIF		\$98.80
110933189	IL001025JL2013TR4499D1	Bett, Claretta	11/24/2014	PIF		\$345.80
110930129	IL001025JL2013TR4182D1	Bitterman, Deebrah	03/26/2014	PIF		\$158.60
110930199	IL001025JL1985CM523D1	Blomgran, Donaciano L	05/09/2014	PIF		\$11.70
110931093	IL001025JL2000CF174D1	Bohnenblust, Abbi E	10/20/2014	PIF		\$3,733.35
110928948	IL001025JL2010TR4179D1	Booth, Dorthea	01/28/2015	PIF		\$128.70
110928827	IL001025JL1999TR5294D1	Branca, Aleonza E	05/12/2014	PIF		\$13.00
110933453	IL001025JL1963CF401D1	Brookshire, Aca	04/16/2014	PIF		\$399.60
110927073	IL001025JL2006CF291D1	Brothers, Trent	04/13/2015	PIF		\$205.40
110930230	IL001025JL2009TR6315D1	Burgin, Buster B	07/21/2014	PIF		\$128.70
110931874	IL001025JL1962CF258D1	Bussen, Kelsie L	03/11/2014	PIF		\$180.70
110977833	IL001025JL2014TR3018D1	Carswell, Shikta N	05/06/2015	PIF		\$82.00
110927825	IL001025JL1988TR3335D1	Cestagno, Triaha L	06/02/2014	PIF		\$122.20
110929053	IL001025JL2003TR3302D1	Catalan, Allona L	11/20/2014	PIF		\$98.80
110927421	IL001025JL2013TR4674D1	Cetzone, Aleshia L	01/22/2015	PIF		\$345.80
110929878	IL001025JL2013TR3296D1	Caudell, Zasha	03/03/2015	PIF		\$345.80
110934350	IL001025JL1989CF201D1	Cazarez, Gaiberto A	08/07/2014	PIF		\$573.57
110933297	IL001025JL2013TR2568D1	Church, Chamiair L	06/04/2014	PIF		\$158.60
110932676	IL001025JL2009CF394D1	Coda, Daborra	09/07/2014	PIF		\$4,506.20
110977826	IL001025JL2014TR3918D1	Connor-Grogg, Antony	05/21/2015	PIF		\$142.00
110929783	IL001025JL1987CV94D1	Connor-Grogg, Kristien	08/05/2014	PIF		\$65.00
110929015	IL001025JL2013TR6982D1	Covert, Reagan E	04/18/2014	PIF		\$141.00
110933554	IL001025JL2007CMBD1	Daley, Jamaric A	12/03/2014	PIF		\$648.70
110931294	IL001025JL2012CF419D1	Debroeck, Jamaric E	04/09/2015	PIF		\$244.40
110933312	IL001025JL2013TR2811D1	Decarvalho, Monyca L	08/28/2014	PIF		\$158.60
110932377	IL001025JL2009CF559D1	Deichmiller, Mikal	04/07/2015	PIF		\$1,890.95



Account WebAR #	Account Client Account #	Primary Demographic Full Name	Account Last Pay Date	Account Status	Account Principal Assigned	Account Current Balance
110932427	IL001025JL2012TR1215D1	Vavrik, Kinlawyed	03/24/2014	PIF	\$148.20	\$0.00
110974246	IL001025JL2013CF713D1	Walczav, Galiberto E	04/23/2015	PIF	\$437.00	\$0.00
110933829	IL001025JL2011CF639D1	Walczav, Galiberto E	04/30/2015	PIF	\$336.70	\$0.00
110929901	IL001025JL1987TR4953D1	Weiler, Jamario	04/29/2014	PIF	\$195.00	\$0.00
110927048	IL001025JL2011TR722D1	Wilczewski, Bryan	11/05/2014	PIF	\$274.30	\$0.00
110927049	IL001025JL2011DT104D1	Wilczewski, Daron A	03/13/2014	PIF	\$4,433.34	\$0.00
110928172	IL001025JL2008TR6889D1	Witt Sr, Maximo E	08/11/2014	PIF	\$98.80	\$0.00
110928083	IL001025JL2010TR8148D1	Woelk Jr, Galiberto	04/21/2015	PIF	\$148.20	\$0.00
110929385	IL001025JL1994CF38D1	Woollums, Daron A	07/18/2014	PIF	\$139.10	\$0.00
110931593	IL001025JL2006TR1483D1	Ziegler, Arie	10/04/2014	PIF	\$130.00	\$0.00
110928103	IL001025JL2011TR5801D1	Zietowski, Jamario C	09/25/2014	PIF	\$279.50	\$0.00
					<b>\$94,039.99</b>	<b>\$0.00</b>

23. Describe how different types of accounts will be classified for reporting purposes.

S & S Recovery, Inc. classifies accounts by using status codes referring to the current state of the account. These status codes are as follows:



Debt Status Code	Debt Status Code Group	Label
ACT	ACTIVE	Active
AEE	CANCELED	All Exhausted Efforts
BNK	BANKRUPTCY	Bankruptcy
BPR	ACTIVE	Broken Promise
CCD	CANCELED	Closed Client Duplicate
CPC	CANCELED	Closed/Recalled Per Client
CPM	CANCELED	Closed Per Maintenance
CRB	CANCELED	Closed/Return to Client Bankruptcy
CRD	CANCELED	Close/Return to Client Deceased
CS1	SPECIAL_HANDLING	Closed State Accounts
DANS	ACTIVE	Dispute Answered
DAP	ACTIVE	Dispute - Already Paid
DBC	ACTIVE	Dispute - Breakdown of Charges
DEC	DECEASED	Deceased
DMP	ACTIVE	Dispute Monthly Payers
DRBC	ACTIVE	Debtor Requests Breakdown of Charges
FUN	PROMISE	FUN
HOLD	ACTIVE	HOLD
INCAR	CANCELED	Closed/Return to Client Incarcerated
LEG	LEGAL	Legal
NEW	ACTIVE	New
NSF	ACTIVE	Non Sufficient Funds
PAC12	CLOSED	Perkins Account 12 Month Old
PAY	PROMISE	Paying
PIF	PAID	Paid in Full
POS	ACTIVE	Possible Paying Account
PRE	SPECIAL_HANDLING	Pre Collect Accounts
PRK	SPECIAL_HANDLING	PRK
PTP	PROMISE	Promise to Pay
REA	ACTIVE	Reactivate
SKP	SKIP	Skip
TAX	UNKNOWN	Tax Offset Accounts
TXX	CLOSED	Tax Offset Adjustment with Zero Balance
XCBRC	ACTIVE	Credit Bureau Investigation Completed
XCBRD	ACTIVE	Credit Bureau Dispute
XCBRR	ACTIVE	Credit Bureau Dispute Resolved Internal



24. Describe your company's ability to customize reports and reporting timelines at the VASCUPP institution's request.

**S & S Recovery, Inc.** has the ability to generate custom reporting within reason. Adding fields and additional information is certainly something we are capable of providing. Timelines for reports at the VASCUPP institution's request are almost immediate. **S & S Recovery, Inc.** will resolve any issue or generate and deliver reports with the client on the phone or immediately when the email request is received.

25. Describe how your firm can assist VASCUPP institutions with the Fiscal Operations Report and Application to Participate (FISAP).

**S & S Recovery, Inc.** assist student borrowers with several different ways to obtain funding that will satisfy the outstanding debt such as Compete to Complete and Sallie Mae Smart Option loans. **S & S Recovery, Inc.** will offer FISAP as an option to the student and will provide assistance with the FISAP application as well follow up on the approval or denial.

26. Describe your firm's ability and qualifications to provide international collection services.

**S & S Recovery, Inc.** unfortunately does not provide international collection services other than by use of our Virtual Avatar.

27. Provide the names of any professional organization that your firm belongs to.

**Memphis Chamber of Commerce** – S & S Recovery, Inc. has been a member of the MCoC since 2004.

**Bartlett Chamber of Commerce** – S & S Recovery, Inc. has been a member of the Bartlett Chamber of Commerce since 1998.

**Better Business Bureau** – S & S Recovery, Inc. is registered and maintains an A+ rating with the BBB.

**American Collectors Association** – S & S Recovery, Inc. has been a member of ACA for 33 years.

**Tennessee Collectors Association** - S & S Recovery, Inc. has been a member of TCA for 30 years.



**Texas BUC\$ Platinum Sponsor** – S & S Recovery, Inc. has been a Platinum Sponsor for Texas BUC\$ since 2006. Miles Harper, President, has served as a vendor liaison for Texas BUC\$ and continues to donate gifts to help raise money for BUC\$ for the Cure charity.

**COHEAO – S & S Recovery, Inc.** is a paid vendor with COHEAO. We participate in their conference calls as well as Torch newsletters that help us inform clients of industry changes.

**OACUBO** – S & S Recovery, Inc. has been a paid vendor with OACUBO for 12 years. We sponsor conference events by donating items to aid with the conference.

**MBUG** – S & S Recovery, Inc. has been a paid vendor for over 11 years with MBUG. We also, sponsor this conference by purchasing sponsored items needed for the conference.

**SACUBO** – S & S Recovery, Inc. has been a paid vendor for SACUBO for 5 years.

**CCBO** – S & S Recovery, Inc. has been a paid sponsor for CCBO for 11 years. We donate items as well to CCBO. We continue to be one of the only agencies to attend CCBO.

**NACUBO** – S & S Recovery, Inc. has been a paid vendor with NACUBO for 6 years.

28. Specify if your firm has been purchased/merged within the last five years. Specify any plans to purchase or merge with another company.

**S & S Recovery, Inc.** has not been purchased/merged within the last five years nor does it have plans to purchase or merge with another company.

29. Specify if your firm has been cited for any audit exceptions within the last five years. If so, provide dates, reasons, and resolution for each exception.

**S & S Recovery, Inc.** has not been cited for any audit exceptions within the last five years.

30. Specify if your firm has had or has any litigation issues. If so, provide dates, reasons, and resolution for each issue.

**S & S Recovery, Inc.** does not and has not had any litigation issues.

31. Describe your business structure to include the relationship between any parent company and subsidiaries. Specify any business relationships with loan billing agents.

**S & S Recovery, Inc.** is its own entity and does not have a parent company nor does it have any subsidiaries. **S & S Recovery, Inc.** is a member of student loan billing services. We receive business from these billing services on a monthly basis for our clients that are on full automation



with these services. We also reconcile our inventory monthly with reports provided by the billing services.

32. Describe your firm’s qualifications and experience in providing collection services to institutes of higher education. Provide the contact information and qualifications of the person who will be the primary point of contact to VASCUPP institutions.

**S & S Recovery, Inc.** was founded in December 1984 as a full-service collection service company. We have provided collection services for Federal Perkins/National Direct Student Loans (NDSL accounts) since 1985.

Our agency handles all accounts with the highest level of professionalism and integrity. We have over 32 years of experience in the student loan debt collection industry, and our management team has over 200 years combined experience in the collection industry.

**S & S Recovery, Inc.** specializes in the recovery of receivables and loans for higher education institutions and has specialized in this area since its inception. This includes educational debt collections recovery for:

**Perkins Loans/NDSL  
Pell Grants  
Tuition Accounts  
Student Loans  
Institutional Loans**

**A/R Loans  
Nursing Loans  
Health Professional Loans  
Health Care Services  
Non-Sufficient Funds**

**We also provide loan consolidation and loan rehabilitation services.**

**ONE HUNDRED PERCENT (100%) of our portfolio is education-related debt!**

**S & S Recovery, Inc. has collected NDSL/Perkins loan debt since 1985!**

Meeting the demands of your institution and maximizing your returns are our primary goals. Exceptional service and perpetual technological advancements ensure your complete satisfaction with the services we offer. We attain these goals by staying updated with current information regarding the loan programs as provided by the federal government and several higher education institutional resources. We also constantly research and brainstorm using our current support systems to develop and implement ways to help the Institutions and their students minimize the number of accounts advanced to the collection status.



**S & S Recovery, Inc.** has excelled in Cohort recovery. We have an entire department dedicated to Cohort Default Rate reduction. Some of our current clients have established a "Cohort Contest" to compare the recovery rates of each agency they utilize and **S & S Recovery** has been listed as the overall winner in each of these contests. Our recovery rate on first placements (Perkins Loans) is as high as 70%, and our average recovery rate is greater than 40% on 2<sup>nd</sup> placements!

### **Our Location**

**S & S Recovery, Inc.** operates out of a single collection office located in Memphis, Tennessee, to collect from students all over the United States. Maintaining one collections office aids in maintaining the communication between clients, collectors, team leaders, and sales staff and will ensure the best representation of our clients along with providing the best collection rate possible.

### **Regulation Updates**

**S & S Recovery, Inc.** understands that it is hard to keep up with all of the new laws and regulations. Simply keeping up with all these changes alone requires constant monitoring. Our extensive networking in this collection industry with COHEAO, ACA, NACUBO, SACUBO, and CCBO, along with our in-house legal counsel/Compliance Officer, helps us stay abreast of any changes in law which would affect our company and your Institution.

**S & S Recovery, Inc.** legal counsel, as well as the various conferences and events we attend each year, gives us the knowledge and ability to keep your institution up-to-date with new laws and regulations.

*S & S Recovery, Inc.'s Client Support Staff makes periodic visits to each of the Institutions we service. Sales representatives are assigned different regions within the United States. Our sales representatives are very flexible and make in-person visits multiple times a year to discuss various compliance requirements, new loan parameters, software upgrades, or just to check in and make sure the client is satisfied with our services.*

Jason Woodall – Director of Collections

Mr. Woodall helps manage and organize collection staff, assists with departmental development, and is the bridge between our staff and our clients. He began his collections career in 1994 as an entry level collector and was soon promoted to special projects manager. Mr. Woodall's ability to communicate, evaluates, and find resolutions has proven to be a very valuable asset to S & S Recovery and our clients.



4210 Altruria Road #131  
Memphis, TN 38135  
Phone: 800-467-1144 ext. 116  
Fax: 901-386-2904  
Email: woodallj@ssrecoveryinc.com

33. Provide an overview of your firm's financial status to include financial statements, bank references, Dun & Bradstreet or equivalent rating, and any other information that is relevant to your firm's financial stability and solvency.

**S & S Recovery, Inc.**'s response to this item begins on the next page.



CONFIDENTIAL







**Regions Bank**

6200 Poplar Ave, 4<sup>th</sup> Floor  
Memphis, TN 38119

Gene Columbus

Office: (901) 580-5122

Mobile: (901) 647-5608

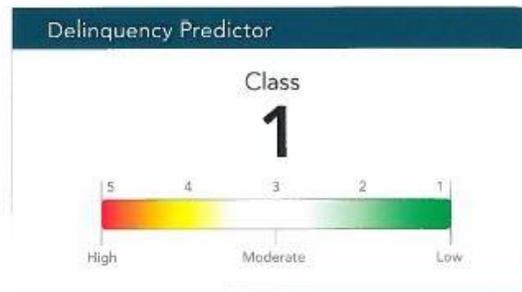
[Gene.columbus@regions.com](mailto:Gene.columbus@regions.com)



Company Name: **S & S Recovery, Inc.**

D&B D-U-N-S® Number: **17-433-1462**

### Overview of Your D&B® Business Credit Scores



If you would like to speak further about the activity in your D&B credit file,  
please call 1-800-206-8563 OR visit [www.DandB.com/myexpert](http://www.DandB.com/myexpert).

The information and advice provided by Dun & Bradstreet and its Credit Advisors during business credit counseling sessions are provided "as-is." Dun & Bradstreet makes no representations or warranties, express or implied, with respect to such information and the results of the use of such information, including but not limited to implied warranty of merchantability and fitness for a particular purpose. Neither Dun & Bradstreet nor any of its parents, subsidiaries, affiliates or their respective partners, officers, directors, employees or agents shall be held liable for any damages, whether direct, indirect, incidental, special or consequential, including but not limited to lost revenues or lost profits, arising from or in connection with a business's use of or reliance on the information or advice given during any counseling session.



34. Provide three (3) references of higher education institutions where your firm currently provides collection services. Each reference should include name of the institution, a brief summary of the scope, mailing address, and the name and contact information of a primary contact person.

**Mississippi State University**

Collections on Perkins Loans, Institutional Debt, and A/R debt since 1986.

Joy Holley

Phone: 662-325-9412

Email: [jholley@controller.msstate.edu](mailto:jholley@controller.msstate.edu)

Address: P.O. Box 5328, Mississippi State, MS 39762

**University of Arkansas at Little Rock**

Collections on A/R debt since 1988.

Sandra Ott

Phone: 501-569-8421

Email: [scott@ualr.edu](mailto:scott@ualr.edu)

Address: 2801 S. University, Little Rock, AR 72204

**University of Southern Mississippi**

Collections on Perkins Loans and A/R debt since 1987

Barbara Madison

Phone: 601-266-5791

Email: [Barbara.madison@usm.edu](mailto:Barbara.madison@usm.edu)

Address: 118 Institution Drive #5133 Hattiesburg, MS 39406

35. Discuss the success rate of your firm in collecting outstanding debt and the length of time to collect accounts, including quantitative data. Provide an explanation for how calculations were determined.

**S & S Recovery, Inc.** has historically remained well above the national average for recovery rate according to ACA International. Since our software conversion in June of 2016 our rate of recovery is 29.2% as a whole. This percentage includes all account types and placements. The percentage is calculated by dividing gross dollars collected by the gross dollars placed.

36. Describe your firm's ability to work with and accommodate the different needs of various VASCUPP institutions (*remittance timelines, inactive account returns, payment processes, etc*).

**S & S Recovery, Inc.** accounts receivable management platform and collection system has a powerful Real-time reporting interface. An extensive set of standard reports are accentuated by



an Ad-hoc report designer that enables you to easily customize report fields and frequency of delivery.

**S & S Recovery, Inc.** continuously monitors account activity, capturing updates and recording progress. Reporting accurate collection performance results ensures client goodwill and long term profitability.

### Features

- Standard out-of-box reports;
- Allow customers to self-serve their reporting needs;
- Upload external reports for user/client viewing;
- Ad hoc SQL interface available for detailed reporting;
- Custom SQL database views available upon request.

### Updates

**S & S Recovery's Inc.**'s accounts receivable management platform and collection system is an excellent delivery platform for you to communicate and seamlessly share data. **S & S Recovery, Inc.** has a robust set of tools for handling new business and updates also known as "Deltas". Clients can easily audit, upload, enter new, or update existing accounts in **S & S Recovery's Inc.** software.

### Payment Processing Procedures

#### Net Fee vs. Gross Pay

We provide services to over 100 higher education clients. The majority of **S & S Recovery, Inc.**'s clients pay on a net-of-fee basis. Therefore, in most instances, our commission dollars stay in house. Others pay on a Net 30 basis. In other words, all funds collected are remitted to the client, and **S & S Recovery, Inc.** is paid after invoicing. Due to our number of clients and our revenue stream mix, we are able to maintain more than sufficient working capital, and **S & S Recovery, Inc.** is able to accept payment on Net 30 terms, if necessary.

Generally, **S & S Recovery, Inc.** closes accounts based upon guidelines provided by our clients. This means that your Institution would have the authority to decide if and when they want accounts closed.

For example, some clients want accounts to be closed after 12 months of nonpayment; other clients want accounts closed after 18 months of nonpayment. Other clients want accounts to be retained by **S & S Recovery, Inc.** until the account is paid in full, the borrower files bankruptcy,



upon the borrower's death, until the expiration of the contract, or until **S & S Recovery, Inc.** is able to verify that a judgment is uncollectible.

When **S & S Recovery, Inc.** learns that a student has filed bankruptcy, we first verify that the client's debt was included in the bankruptcy filing.

We then document the following information:

- Attorney information (name, address, phone #)
- Case number
- Date filed
- Details of the bankruptcy
- Venue
- Case number

We then document our file, transfer the file to an attorney queue, we close the file as bankrupt and we send our client the information, if it is a non-dischargeable loan such as Perkins loans we work with the attorney to make sure the borrower understands that this is a non-dischargeable debt unless it's a hardship case as set forth by the federal bankruptcy court.

Upon closure of an account, we notify our clients in writing with a status report of all pertinent information obtained.

**S & S Recovery, Inc.** will notify your Institution in the event that a borrower refuses to pay a debt.

For Perkins, Title IV loans, we follow federal government regulations in working your accounts.

### 37. Describe all methods for processing payments from debtors.

**S & S Recovery, Inc.** accepts all of the following forms of payment:

#### **Electronic Payments**

##### *ACH Express*

ACH Express is our versatile ACH (electronic bank transaction) product. Often times, ACH transactions are less expensive than credit card transactions and offer a secure and timely funds transfer.

ACH Express supports a wide range of transactions types including:



- WEB, Web-Initiated Entry (Payments made through our Ammina™ Virtual Agent web site);
- TEL, Telephone-Initiated Entry (Payments taken over the phone by an agent/collector);
- RCK, Returned Check Representation (Redeposited NSF checks if authorized);
- PPD, Prearranged Payment and Deposits (Customer preapproved deposits);
- ARC, Accounts Receivable Conversion (Automated Check Scanning).

*Merchant Express*

Merchant Express is S & S Recovery, Inc.'s answer to integrated credit card processing. Whether processing a telephone or a web payment you get approval back in real time.

- Personal Checks;
- Certified Funds (money order, certified bank check, etc.);
- Cash;
- Electronic Funds Transfer (EFT);
- Post-dated checks;
- Automated Clearing House (ACH);
- Western Union;
- Military allotment;
- Speed Pay (Check by Phone);
- Credit Cards (Visa/MasterCard/Discover);
- Loan Consolidation;
- Online Payments/Virtual Avatar Agent.

38. Provide the following if the proposed solution processes card holder data or redirects to a separate payment site:

- a) Up-to-date, signed documentation that the proposed solution and firm is compliant with all PCI-DSS requirements.



**Certificate of PCI DSS Merchant Compliance**  
***Payment Card Industry Data Security Standards Validation***



Based on the information provided by the merchant listed below involving its security policies, procedures, and regulations, Security Metrics has found the merchant to be compliant with the Payment Card Industry Data Security Standards (PCI DSS), endorsed by Visa, MasterCard, American Express, Discover, and JCB card brands.

**S & S RECOVERY, INC**  
146. unassigned.cust.memphisnetworx.com

Security Metrics recognizes the merchant for its efforts to reduce credit card theft and fraud. By achieving PCI certification, this merchant is maintaining rigorous data security standards to ensure that its customer's credit card information remains safe and secure. In order to maintain PCI DSS compliance the merchant's self-assessment questionnaire must be passed every 12 months and any scans, if applicable, must be passed every 3 months.

[www.securitymetrics.com](http://www.securitymetrics.com)  
[www.pcisecuritystandards.org](http://www.pcisecuritystandards.org)

Ian Taylor  
Director of Security Fulfillment

- b) Documentation of your firm's most recent PCI system scan and the signature page from your Attestation of Compliance (AOC).



**ISSUED BY CONTROLSCAN**  
ASV# 5045-01-07

# CERTIFICATE OF COMPLIANCE

THIS CERTIFICATE IS PRESENTED TO

<b>Company Name</b>	<b>S &amp; S, REC.</b>
<b>MID(s)</b>	<b>941000125714</b>
<b>Compliance Status</b>	<b>Pass</b>
<b>Questionnaire Date</b>	<b>2018-06-18</b>
<b>Questionnaire Status</b>	<b>Pass</b>
<b>Scan Date</b>	<b>NA</b>
<b>Scan Status</b>	<b>NA</b>
<b>Saq Type</b>	<b>C-VT Version 3.2.1.1</b>

**DISCLAIMER**    **Expiration Date**    **2019-06-18**

This certification is based on the above listed merchant's completion and attestation of the PCI Self Assessment Questionnaire and vulnerability scan results if applicable. For merchants that require scanning, compliant vulnerability scans are required quarterly to maintain compliance. This certificate does not mean the merchant's systems are invulnerable to unauthorized access. The certificate reflects the status of the merchant on the date shown above and certifies only that on that certain date, the standards were met. No representation is made as to the security of any systems other than on that date.



page 1 of 1

- c) If your firm and/or the proposed solution is not PCI-DSS compliant, explain why your firm/solution falls outside PCI-DSS scope and provide the most recent SOC 1 or SSAE-16 report.

**S & S Recovery, Inc.** is PCI-DSS compliant.



## **General Terms and Conditions**

## GENERAL TERMS AND CONDITIONS

A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.

**S & S Recovery, Inc.** acknowledges and understands section A.

B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.

**S & S Recovery, Inc.** acknowledges and understands section B.

C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*§6 of the Rules Governing Procurement*).



In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The contractor will include the provisions of 1. Above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**S & S Recovery, Inc.** acknowledges and understands section C.

D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**S & S Recovery, Inc.** acknowledges and understands section D.



E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

**S & S Recovery, Inc.** acknowledges and understands section E.

F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

**S & S Recovery, Inc.** acknowledges and understands section F.

G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

**S & S Recovery, Inc.** acknowledges and understands section G.

H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

**S & S Recovery, Inc.** acknowledges and understands section H.

I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.



S & S Recovery, Inc. acknowledges and understands section I.

J. PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules*



*Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>).*

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

**S & S Recovery, Inc.** acknowledges and understands section J.

K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of

Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

**S & S Recovery, Inc.** acknowledges and understands section K.

L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

**S & S Recovery, Inc.** acknowledges and understands section L.

M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

**S & S Recovery, Inc.** acknowledges and understands section M.

N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

**S & S Recovery, Inc.** acknowledges and understands section N.

O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.



2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
  - a. By mutual agreement between the parties in writing; or
  - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
  - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

**S & S Recovery, Inc.** acknowledges and understands section O.

P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice,



may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

**S & S Recovery, Inc.** acknowledges and understands section P.

Q. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability: \$100,000
3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability: \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*



S & S Recovery, Inc. acknowledges and understands section Q.

ACORD <sup>®</sup>		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)			
				05/01/2018			
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>							
<b>PRODUCER</b> Collier Insurance 606 South Mendenhall Rd Suite 200 Memphis TN 38117		<b>CONTACT NAME:</b> Patricia Boone <b>PHONE (A/C, No, Ext):</b> (901) 529-2900 <b>FAX (A/C, No):</b> (901) 529-2916 <b>E-MAIL ADDRESS:</b> pboone@collier.com		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Ohio Security Insurance Company NAIC # 24082 INSURER B: Ohio Casualty Insurance Co. 24074 INSURER C: Hartford Accident and Indemnity Company 22357 INSURER D: Federal Insurance Co 20281 INSURER E: INSURER F:			
<b>INSURED</b> S & S Recovery, Inc. 4210 Altruria Rd Ste 131 Memphis TN 38135							
<b>COVERAGES</b>		<b>CERTIFICATE NUMBER:</b> CL185116046		<b>REVISION NUMBER:</b>			
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MMDD/YYYY)	POLICY EXP (MMDD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BZS 56 99 68 65	03/11/2018	03/11/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BZS 56 99 68 65	03/11/2018	03/11/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO 56 99 68 65	03/11/2018	03/11/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ PER STATUTE <input checked="" type="checkbox"/> OTH-ER
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	20WECKU4751	03/11/2018	03/11/2019	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Crime			8208-5806	09/22/2017	09/22/2018	Employee Theft 2,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) For Information Purposes Only							
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b>			
S&S Recovery, Inc.				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 			

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ACORD 25 (2016/03)

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**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
2/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Central, Inc. 5600 W 83rd St. 8200 Tower Ste 1100 Minneapolis MN 55437-3844		<b>CONTACT NAME:</b> CIAI <b>PHONE (A/C No. Ext.):</b> (952) 926-6547 <b>FAX (A/C No.):</b> (952) 928-3837 <b>E-MAIL ADDRESS:</b> collectorsinsurance@acainternational.org	
<b>INSURED</b> S & S RECOVERY, INC. 4210 ALTRURIA RD STE 131 MEMPHIS TN 38185		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: <b>QBE Insurance Corporation</b> NAIC # <b>39217</b> INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES** CERTIFICATE NUMBER: 10015720 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>ERRORS &amp; OMISSIONS</b>			ADC01292-02	2/1/2018	2/1/2019	PER CLAIM / AGGREGATE \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b>  For Information Only	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Eric Krieger/TRAVIS
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R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.

**S & S Recovery, Inc.** acknowledges and understands section R.

S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**S & S Recovery, Inc.** acknowledges and complies with section S.

T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.



**S & S Recovery, Inc.** acknowledges and will comply section T.

U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet procurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
  - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
  - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at [www.eVA.virginia.gov](http://www.eVA.virginia.gov).
3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

**S & S Recovery, Inc.** acknowledges and understands section U.



**Small Business Certification Statement**

By submitting this form, I certify that:

1. The firm is a small business under the size standard(s) for the listed NAICS code(s) as provided under 13 C.F.R. Part 121;
2. This firm, including its principals with primary management responsibilities, has not been debarred or suspended from furnishing materials, supplies or services to the Federal Government;
3. The characteristics of the firm's ownership are accurately reflected in the System for Awards Management (SAM) profile;
4. I have personally reviewed all of the information provided in the profile and believe that it is true and correct;
5. I am aware that the Small Business Act provides severe penalties on parties who knowingly misrepresent their status as a "small business concern" in order to obtain for oneself or another certain Federal contracts and subcontracts. Such penalties include fines of not more than \$500,000 or imprisonment for not more than 10 years, or both; administrative remedies prescribed by the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801-3812); and suspension and debarment as specified in subpart 9.4 of title 48, Code of Federal Regulations (or any successor regulation)(see 15 U.S.C. 645 16(d)); and
6. I am authorized to make this certification on behalf of this firm.

**Certifier Name:** Susan C Herndon

**Certification Date:** 06/07/2017

V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

S & S Recovery, Inc. acknowledges and understands section V.

W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.

S & S Recovery, Inc. acknowledges and understands section W.

X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.

**S & S Recovery, Inc.** acknowledges and understands section X.

Y. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

**S & S Recovery, Inc.** acknowledges and understands section Y.



## **Special Terms and Conditions**



**SPECIAL TERMS AND CONDITIONS**

A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

**S & S Recovery, Inc.** acknowledges and understands section A.

B. CANCELLATION OF CONTRACT: James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

**S & S Recovery, Inc.** acknowledges and understands section B.

C. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: \_\_\_\_\_

Name of Offeror	Due Date	Time
Street or Box No.	RFP #	
City, State, Zip Code	RFP Title	

Name of Purchasing Officer: \_\_\_\_\_

The envelope should be addressed as directed on the title page of the solicitation.

The Offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand-delivered to the designated

location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

**S & S Recovery, Inc.** acknowledges and understands section C.

D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.

**S & S Recovery, Inc.** acknowledges and understands section D.

E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/568-7936 or 540/568-7935.

**S & S Recovery, Inc.** acknowledges and understands section E.

F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of three (3) successive two year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall



not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

**S & S Recovery, Inc.** acknowledges and understands section F.

**G. SUBMISSION OF INVOICES:** All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.

**S & S Recovery, Inc.** acknowledges and understands section G.

**H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS:** Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to [www.jmu.edu/parking](http://www.jmu.edu/parking); or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.

**S & S Recovery, Inc.** acknowledges and understands section H.

**I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES:** It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.



Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the James Madison University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The Contractor will notify the University in writing of any such entities accessing this contract. The Contractor will provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

**S & S Recovery, Inc.** acknowledges and understands section I.

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity



(SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSB certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

**S & S Recovery, Inc.** is a certified small business that has the capability to provide the services requested without subcontracting any of the services required in this RFP.



**K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

**S & S Recovery, Inc.** acknowledges and understands section K.

**L. PUBLIC POSTING OF COOPERATIVE CONTRACTS:** James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.

**S & S Recovery, Inc.** acknowledges and understands section L.

**M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY:** The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.

**S & S Recovery, Inc.** acknowledges and understands section M.



N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

**S & S Recovery, Inc.** acknowledges and will comply with section N.

O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.

**S & S Recovery, Inc.** acknowledges and understands section O.

P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.

**S & S Recovery, Inc.** acknowledges and understands section P.

Q. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his

subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

**S & S Recovery, Inc.** acknowledges and understands section Q.

R. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

**S & S Recovery, Inc.** will not be subcontracting any portion of the services required within this RFP.

S. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that information and data obtained as to personal facts and circumstances related to faculty, staff, students, and affiliates will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. This shall include FTI, which is a term of art and consists of federal tax returns and return information (*and information derived from it*) that is in contractor/agency possession or control which is covered by the confidentiality protections of the Internal Revenue Code (*IRC*) and subject to the IRC 6103(p)(4) safeguarding requirements including IRS oversight. FTI is categorized as sensitive but unclassified information and may contain personally identifiable information (*PII*). Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

**S & S Recovery, Inc.** acknowledges and understands section S.

T. CONTINUITY OF SERVICES:

a) The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:

- (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
- (ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
- (iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

b) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.

c) The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

**S & S Recovery, Inc.** acknowledges and understands section T.

U. PCI DSS COMPLIANCE: James Madison University requires that the contractor shall at all times maintain compliance with the most current Payment Card Industry Data Security Standards (PCI DSS). The contractor will be required to provide written confirmation of compliance. Contractor acknowledges responsibility for the security of cardholder data as defined within the PCI DSS. Contractor acknowledges and agrees that cardholder data may only be used for completing the contracted services as described in the full text of this document, or as required by the PCI DSS, or as required by applicable law. In the event of a breach or intrusion or otherwise



unauthorized access to cardholder data stored at or for the contractor, contractor shall immediately notify the Assistant Vice President for Finance at: (540) 568-6433, MSC 5719, Harrisonburg, VA 22807 (fax (540) 568-3346) to allow the proper PCI DSS compliant breach notification process to commence. The contractor shall provide appropriate payment card companies, acquiring financial institutions and their respective designees access to the contractor's facilities and all pertinent records to conduct a review of the contractor's compliance with the PCI DSS requirements.

In the event of a breach or intrusion the contractor acknowledges any/all costs related to breach or intrusion or unauthorized access to cardholder data entrusted to the contractor deemed to be the fault of the contractor shall be the liability of the contractor. Vendor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify and hold harmless the Commonwealth of Virginia, James Madison University and its officers and employees from and against any claims, damages or other harm related to such breach.

**S & S Recovery, Inc.** acknowledges and will comply with section U.

V. STANDARDS OF CONDUCT: Contractor and Contractor's personnel shall exercise a particularly high level of discipline, safety and cooperation at all times while performing work on behalf of the University. The Contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity.

**S & S Recovery, Inc.** acknowledges and will comply with section V.

W. BLANKET FIDELITY BOND: Contractor shall maintain a blanket fidelity bond obtained from an insurance company licensed to conduct fidelity business in the home state of the Contractor and which has earned an A.M. Best Company, Inc. rating of A or better, as reflected in their most current publication, covering all personnel under contract to the Commonwealth of Virginia, with a penalty amount of not less than **\$100,000** naming the Commonwealth of Virginia as co-obligee. Certificate of such protection must be presented to the purchasing agency prior to the start of the service showing name of surety, limit and type of coverage, term of coverage, co-obligee provision and name and address of licensed Virginia insurance agent. The Contractor agrees to maintain such bond until one year after the completion of the contract.



**S & S Recovery, Inc.** has Commercial Crime coverage of \$2,000,000.00 which covers employee dishonesty, among other things. We trust that JMU will accept this coverage as the required fidelity bond.

X. INSURANCE, MONEY AND SECURITIES: Contractor shall maintain a Broad Form Money and Securities Insurance Policy obtained from an insurance company licensed to conduct crime insurance business in the home state of the contractor and which has earned an A.M. Best Company, Inc. rating of A or better, as reflected in their most current publication, covering all money and property entrusted to the contractor by the Commonwealth of Virginia, with limits of coverage of not less than **\$ 100,000** for Loss Inside the Premises Coverage and not less than **\$ 100,000** for Loss Outside the Premises Coverage, naming the Commonwealth of Virginia as additional named insured with respect to this contract. Certificate of such protection must be presented to James Madison University prior to the start of the service showing name of insurance company, limits and type of coverage, term of coverage, additional insured provision and name and address of licensed insurance agent. The contractor agrees to maintain such policy until the completion of the contract and all money and property of the Commonwealth is remitted to the Commonwealth.

**S & S Recovery, Inc.** acknowledges and complies with section X.

#### IX. METHOD OF PAYMENT

The contractor will be paid on the basis of invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers. We are asking our vendors and suppliers to enroll in the Wells Fargo Bank single use Commercial Card Number process or electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Wells Fargo Bank single use Commercial Card Number process will receive the benefit of being paid in Net 15 days. Additional information is available online at:

<http://www.jmu.edu/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml>

Other VASCUPP institutions may have different methodologies regarding invoicing. Each entity is responsible for negotiating their invoicing options and payment terms.

**S & S Recovery, Inc.** acknowledges and complies with section IX.



## **Pricing Schedule**

## X. PRICING SCHEDULE

1. Contractor shall provide a **Total Fixed Collection Fee (% of Collected Amount)**, which shall include all costs associated with providing collection services. There shall be no additional charges allowed. The Total Fixed Collection Fee shall apply to collections on all accounts regardless of type of account or placement.

**S & S Recovery, Inc.** is offering a Total Fixed Collection Fee of 20% which will apply to all collection accounts regardless of type or placement.

2. Provide any additional incentives/cost reductions offered if multiple VASCUPP institutions utilize a resulting contract with your firm.

Unfortunately, **S & S Recovery, Inc.** does not have any incentives/cost reductions offered.



## **Attachments**



**XI. ATTACHMENTS**

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. **QUALIFICATIONS OF OFFEROR:** Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing these types of goods and services.

Years 33 Months 8

3. **REFERENCES:** Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
--------	-------------------	---------	------------------------

Mississippi State University - 31 years - P.O. Box 5328, Mississippi State, MS 39762 - Joy Holley 662-325-9412

Holmes Community College - 9 years - P.O. Box 399, Goodman MS 39079 - Matt Surrell 662-472-9178

University of Southern Miss - 27 years - 118 Institution Dr. #5133 Hattiesburg, MS 39406 - Barbara Madison 601-266-5791

Mississippi University for Women - 32 years - 1100 Institution St MUW 1604, Columbus, MS 39701 Susan Sobley 662-329-7216

University of Arkansas @ L.R. - 30 years - 2801 S. University, Little Rock, AR 72204 Sandra Ott 501-569-8421

4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

S & S Recovery, Inc.

4210 Altruria Road Suite 131

Bartlett, TN 38135

5. **RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA:** Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the [CODE OF VIRGINIA](#), SECTION 2.2-3100 – 3131?

YES  NO

IF YES, EXPLAIN: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## ATTACHMENT B

## Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

**Offeror Name:** S & S Recovery, Inc. **Preparer Name:** Susan Herndon

**Date:** 8/17/2018

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes  No

If yes, certification number: \_\_\_\_\_ Certification date: 5/14/2018

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes  No

If yes, certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes  No

If yes, certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes  No

If yes, certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

**Instructions:** *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWaMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

**Small Business:** "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

**Woman-Owned Business Enterprise:** A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWaM Program, all certified women-owned businesses are also a small business enterprise.**

**Minority-Owned Business Enterprise:** A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWaM Program, all certified minority-owned businesses are also a small business enterprise.**

**Micro Business** is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees AND no more than \$3 million in average annual revenue over the three-year period prior to their certification.

**All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWaM program. Certification applications are available through SBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).**



ATTACHMENT B (CNT'D)  
Small, Women and Minority-owned Businesses (SWMB) Utilization Plan

Procurement Name and Number: \_\_\_\_\_ Date Form Completed: \_\_\_\_\_

Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses for this Proposal and Subsequent Contract

Officer / Proposer: \_\_\_\_\_  
S & S Recovery, Inc. \_\_\_\_\_  
Firm \_\_\_\_\_  
4210 Altruria Road Suite 131, Bartlett, TN 38135 \_\_\_\_\_  
Address \_\_\_\_\_  
Scott Cauley 800-467-1144 ext.130 \_\_\_\_\_  
Contact Person/No. \_\_\_\_\_

Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSB Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)
N/A (S & S Recovery, Inc. is a certified small business)					

*(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)*  
**RETURN OF THIS PAGE IS REQUIRED**



ATTACHMENT C



COMMONWEALTH OF VIRGINIA  
STANDARD CONTRACT

Contract No. \_\_\_\_\_

This contract entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From \_\_\_\_\_ through \_\_\_\_\_

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposals dated \_\_\_\_\_:
  - (a) The Statement of Needs,
  - (b) The General Terms and Conditions,
  - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
  - (d) List each addendum that may be issued
- (3) The Contractor's Proposal dated \_\_\_\_\_ and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
  - (a) Negotiations summary dated \_\_\_\_\_.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

PURCHASING AGENCY:

By: \_\_\_\_\_  
(Signature)

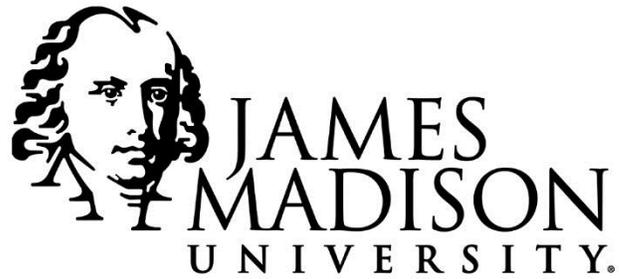
By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_



# Request for Proposal

## **RFP# LBS-997**

**Collection Services**

**6/22/18**



**REQUEST FOR PROPOSAL**  
**RFP# LBS-997**

**Issue Date:** 6/22/18  
**Title:** Collection Services  
**Issuing Agency:** Commonwealth of Virginia  
James Madison University  
Procurement Services MSC 5720  
752 Ott Street, Wine Price Building  
First Floor, Suite 1023  
Harrisonburg, VA 22807

**Period of Contract: From Date of Award Through One Year (Renewable)**

**Sealed Proposals Will Be Received Until 2:00 PM on August 16, 2018 for Furnishing The Services Described Herein.**

*SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.*

All Inquiries For Information And Clarification Should Be Directed To: LeeAnne Beatty Smith, Buyer Senior, Procurement Services, [smith2LB@jmu.edu](mailto:smith2LB@jmu.edu); 540-568-7523; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

**NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.**

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

\_\_\_\_\_

By: \_\_\_\_\_  
(Signature in Ink)

\_\_\_\_\_

Name: \_\_\_\_\_  
(Please Print)

\_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Web Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Fax #: \_\_\_\_\_

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1\_\_\_\_\_ #2\_\_\_\_\_ #3\_\_\_\_\_ #4\_\_\_\_\_ #5\_\_\_\_\_ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

YES;  NO; *IF YES* ⇒⇒  SMALL;  WOMAN;  MINORITY ***IF MINORITY***:  AA;  HA;  AsA;  NW;  Micro

**Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.**

# ***REQUEST FOR PROPOSAL***

***RFP # LBS-997***

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## **I. PURPOSE**

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide Collection Services on an as needed basis at any of the eleven (11) institutions of higher education known as the Virginia Association of State and College and University Purchasing Professionals (“VASCUPP”). Initial contract shall be for two (2) year with an option to renew for three (3) additional two-year periods.

## **II. BACKGROUND**

### **A. VASCUPP Background:**

The mission of the Virginia Association of State College and University Purchasing Professionals (“VASCUPP”) is:

- to recognize and effectively use the common procurement principles, knowledge, experience, challenges, support and resources of all decentralized higher education member institutions;
- to be a united group with common goals of addressing the complexities of the Commonwealth of Virginia procurement processes;
- enhance the ability of each individual member institution to effectively provide efficient and responsive customer service in facilitating the purchase of goods and services for their Institution; and
- to support diversified vendor advocacy to enhance the capability of each member institution in seeking open competition for the highest valued products and services.

More information about each VASCUPP member institution can be located at the following website: <https://vascupp.org>.

### **B. George Mason University (“GMU”) Background**

George Mason University (“GMU”) is setting the gold standard for the modern, public university. Its dynamic culture and innovative academic programs prepare Mason’s hard-working students for 21<sup>st</sup> century careers. Its commitment to teaching excellence combines with cutting-edge research that enriches the academic experience and is literally changing the world. Mason is affordable, yet offers high value. Ideally located in the National Capital region, students enjoy terrific cultural experiences and access to the most sought-after internships and employers in the country.

GMU’s prime location just outside Washington, D.C. makes Mason the destination for students from all over the world. As the largest public research university in Virginia, Mason offers all the experiences of a large research institution, yet embodies a community approach as close work with students both inside and outside the classroom is a priority. The GMU student body represents more than 130 countries and has more than 34,000 students on campus, creating an organically diverse environment. More information can be found at <https://www2.gmu.edu/>.

GMU’s office of Account and Loan Management works with revenue departments to guide collection efforts and assist as necessary; receive referrals for collection; and handle the collection efforts. Revenue departments are asked to refer accounts that remain unpaid for greater than 59 days to the Account and Loan Management Office for additional processing.

GMU contracts with a billing agent, Heartland/ECSI, for Federal Perkins Loan payments. GMU’s current collection service providers interface with Heartland/ECSI (*at no additional cost to the University*) in collection of Federal Perkins Loan accounts. GMU’s current collection service providers are Williams & Fudge and Todd, Bremer & Lawson.

The total aggregate amount turned over for collection by GMU during previous calendar years:

		<b>Amount Placed</b>	<b>Amount Collected</b>
<b>2013</b>			
Perkins	1st Placement	\$236,064.63	\$177,320.92
Perkins	2nd Placement	\$68,141.68	\$17,565.02
Tuition/Instit./AR	1st Placement	\$4,627,460.22	\$2,697,330.63
Miscellaneous		\$11,233.00	\$5,471.00
<b>2014</b>			
Perkins	1st Placement	\$261,324.00	\$195,255.00
Perkins	2nd Placement	\$88,106.74	\$14,428.27
Tuition/Instit./AR	1st Placement	\$3,657,746.00	\$2,545,223.00
Tuition/Instit./AR	2nd Placement	\$1,008,055.98	\$75,196.30
Miscellaneous		\$41,303.00	\$10,668.00
<b>2015</b>			
Perkins	1st Placement	\$178,242.46	\$135,042.73
Perkins	2nd Placement	\$80,613.19	\$11,361.63
Tuition/Instit./AR	1st Placement	\$1,762,095.39	\$992,258.64
Tuition/Instit./AR	2nd Placement	\$123,498.78	\$35,673.74
Miscellaneous		\$30,455.00	\$20,687.00
<b>2016</b>			
Perkins	1st Placement	\$185,179.21	\$111,916.82
Perkins	2nd Placement	\$50,227.08	\$18,243.15
Tuition/Instit./AR	1st Placement	\$1,836,714.00	\$1,355,788.00
Tuition/Instit./AR	2nd Placement	\$1,278,707.31	\$10,231.57
Miscellaneous		\$14,487.00	\$3,740.00
<b>2017</b>			
Perkins	1st Placement	\$258,486.82	\$178,447.12
Perkins	2nd Placement	\$117,135.18	\$16,954.36
Tuition/Instit./AR	1st Placement	\$3,753,578.12	\$1,729,731.93
Tuition/Instit./AR	2nd Placement	\$12,724.67	\$0.00
Miscellaneous		\$19,611.58	\$7,940.54

### C. James Madison University (“JMU”) Background

James Madison University (“JMU”) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 22,000 students and more than 3,000 faculty and staff. There are over 600 individual departments on campus that support seven (7) academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University can be found at the following website: [www.jmu.edu](http://www.jmu.edu).

The University Business Office (“UBO”) at JMU is committed to quality customer service in order to prepare students to be financially responsible, to provide support and payment options for their families, and to protect the assets of the university with accurate and timely financial procedures.

The UBO is responsible for managing collections of student loan accounts. When student account payments are past due the UBO will attempt to contact the student by mailing two (2) letters to the home address and making two (2) phone calls. Once an account is 60 days past due, the delinquent balance is subject to transfer to a collection agency. Once accounts are placed with a collection agency, account holders must make repayment directly to the collection agency, and the account holder is responsible for the additional fees associated with collection efforts on Perkins loans.

JMU contracts with a billing agent, Heartland ECSI, for Federal Perkins loan payments. JMU’s current collection service providers interface with Heartland ECSI (*at no additional cost to the University*) in collection of Federal Perkins Loan Accounts. JMU’s current collection service providers are Williams & Fudge and Todd, Bremer & Lawson.

The total aggregate amount turned over for collection by JMU during previous calendar years:

		<b>Amount Placed</b>	<b>Amount Collected</b>
<b>2013</b>			
Perkins	1st Placement	\$102,550	\$58,469.83
Perkins	2nd Placement	\$3,544.05	\$450.00
Perkins	3rd Placement	\$5,816.00	\$5,816.00
Tuition/Instit./AR	1st Placement	\$151,971.29	\$62,956.60
Tuition/Instit./AR	2nd Placement	\$72,690.48	\$24,385.61
<b>2014</b>			
Perkins	1st Placement	\$57,172.17	\$29,540.40
Perkins	2nd Placement	\$14,116.00	\$5,935.00
Perkins	3rd Placement	\$668.00	\$550.00
Tuition/Instit./AR	1st Placement	\$175,840.45	\$97,072.07
Tuition/Instit./AR	2nd Placement	\$60,557.20	\$7,888.54
<b>2015</b>			
Perkins	1st Placement	\$57,527.50	\$31,879.46
Perkins	2nd Placement	\$10,262.83	\$8,362.94
Tuition/Instit./AR	1st Placement	\$422,283.42	\$136,761.50
Tuition/Instit./AR	2nd Placement	\$73,310.65	\$8,688.95
<b>2016</b>			
Perkins	1st Placement	\$73,337.21	\$39,186.68
Perkins	2nd Placement	\$43,554.19	\$8,136.53
Tuition/Instit./AR	1st Placement	\$416,971.75	\$156,646.45
Tuition/Instit./AR	2nd Placement	\$225,551.50	\$15,217.74
<b>2017</b>			
Perkins	1st Placement	\$41,889.72	\$15,237.59
Perkins	2nd Placement	\$38,395.69	\$22,178.34
Tuition/Instit./AR	1st Placement	\$300,932.51	\$101,448.91
Tuition/Instit./AR	2nd Placement	\$212,211.42	\$23,224.21

**D. Longwood University Background**

Founded in 1839 as the Farmville Female Seminary Association, Longwood’s history has been one of constant growth and evolution. The institution had a series of names over its early history, becoming Longwood College in 1949, turning fully co-ed in 1976, and in 2002, becoming Longwood University. Longwood is a public 4-year institution offering more than 100 majors, minors and concentrations in the arts and sciences, business, education, and nursing. Graduate programs include business, communication sciences and disorders, education, English, and sociology. Longwood’s current enrollment is 5,096 students from 25 states and 20 foreign countries. For more information about Longwood University, please visit the University’s website at <http://www.longwood.edu>.

The Bursar’s Office at Longwood is committed to quality customer service in order to prepare students to be financially responsible, to provide support and payment options for their families, and to protect the assets of the university with accurate and timely financial procedures. The Bursar’s Office is responsible for managing collections of student’s accounts and any other miscellaneous debt as well as any past due Longwood University Federal Perkins loans.

At the end of each semester, the Bursar’s Office sends a paper Pre-Collection letter to the home address of all past due account holders. Additional emails are sent to all past due students encouraging them to pay without transfer to a collection agency. If no response, an attempt is made to connect with a phone call.

If all attempts fail, the delinquent balance is subject to transfer to a collection agency inclusive of the Office of the Attorney General. Once accounts are placed with a collection agency, account holders must make repayment directly to the collection agency and the account holder is responsible for the additional fees associated with collection efforts. The accounts may be reported to the credit bureau(s) and listed with the Virginia Department of Taxation for inclusion in the Debt Set-off Program.

Longwood University contracts with a billing agent, Heartland ECSI, for Federal Perkins loan payments. Longwood’s current collection service providers interface with Heartland ECSI (*at no additional cost to the University*) in collection of Federal Perkins Loan Accounts.

Longwood participates in the Early Intervention Program with Heartland ECSI at a cost of \$10 per debtor to send four additional (7 total) past due notices, and 6 (7 total) additional phone calls. Longwood opts to auto-place 1<sup>st</sup> placement Perkins loans at 120 days past due.

Longwood University’s current collection service providers are Todd, Bremer & Lawson, Williams & Fudge, Alltran, Recovery Management Services and ConServe. LU chooses to rotate all accounts auto returned to the university after 12 months of inactivity to our other agencies to maximize recovery.

The total aggregate amount turned over for collection by Longwood during previous calendar years:

		<b>Amount Placed</b>	<b>Amount Collected</b>
<b>2014</b>			
Perkins	1st Placement	\$75,960.00	\$57,229.00

Perkins	2nd Placement	\$57,603.02	\$9,169.17
Tuition/Instit./AR	1st Placement	\$110,928.25	\$43,983.01
Tuition/Instit./AR	2nd Placement	\$610,898.38	\$50,158.73
<b>2015</b>			
Perkins	1st Placement	\$84,590.00	\$60,574.00
Perkins	2nd Placement	\$56,620.15	\$17,447.95
Tuition/Instit./AR	1st Placement	\$121,132.03	\$40,817.25
Tuition/Instit./AR	2nd Placement	\$482,789.38	\$31,771.65
<b>2016</b>			
Perkins	1st Placement	\$77,054.61	\$48,544.93
Perkins	2nd Placement	\$42,470.29	\$18,356.73
Tuition/Instit./AR	1st Placement	\$18,337.00	50.00
Tuition/Instit./AR	2nd Placement	\$212,495.35	\$74,095.07
<b>2017</b>			
Perkins	1st Placement	\$88,156.27	\$55,341.64
Perkins	2nd Placement	\$44,764.99	\$2,876.58
Tuition/Instit./AR	1st Placement	\$11,088.00	\$0.00
Tuition/Instit./AR	2nd Placement	\$271,742.46	\$47,128.65

### E. Old Dominion University (“ODU”) Background

Old Dominion University (“ODU”) is a state-assisted institution in Norfolk, Virginia, part of the metropolitan and historic Hampton Roads area with a population of 1.6 million people. Currently, university enrollment exceeds 24,000 students, including over 700 international students from 88 countries. Within eight colleges, ODU offers 70 baccalaureate programs, 54 master’s degree programs, 42 doctoral programs, and two education specialist programs. Additional information about Old Dominion University may be found at [www.odu.edu](http://www.odu.edu).

The University pursues debt in accordance with the guidelines set forth by the Commonwealth of Virginia in the Virginia Debt Collection Act. Virginia State law requires that the university make every attempt to collect past due amounts owed to state agencies. If, after 120 days, full payment of a debt has not been received, the student account is placed with the University's collection agency, which is currently Todd, Bremer & Lawson.

The total aggregate amount turned over for collection by ODU during previous calendar years:

		<b>Amount Placed</b>	<b>Amount Collected</b>
<b>2013</b>			
Perkins Loan	1st Placement	\$371,442.00	\$296,605.00
Perkins Loan	2nd Placement	\$158,473.81	\$41,946.05
Institutional/AR	1st Placement	\$4,542,560.56	\$2,280,102.20
Library	1st Placement	\$17,315.35	\$2,326.87

<b>2014</b>			
Perkins Loan	1st Placement	\$408,361.00	\$337,446.00
Perkins Loan	2nd Placement	\$74,638.75	\$29,619.20
Institutional/AR	1st Placement	\$5,585,657.65	\$2,752,899.01
Library	1st Placement	\$20,374.13	\$6,063.78
<b>2015</b>			
Perkins Loan	1st Placement	\$342,931.00	\$266,655.00
Perkins Loan	2nd Placement	\$36,964.01	\$20,535.40
Institutional/AR	1st Placement	\$5,626,912.58	\$2,811,367.48
Library	1st Placement	\$16,789.63	\$6,677.49
<b>2016</b>			
Perkins Loan	1st Placement	\$770,156.00	\$300,538.00
Perkins Loan	2nd Placement	\$176,632.49	\$43,209.23
Institutional/AR	1st Placement	\$7,408,882.49	\$3,772,050.37
Institutional/AR	2nd Placement	\$32,471.39	\$6,689.39
Library	1st Placement	\$11,049.90	\$4,713.16
<b>2017</b>			
Perkins Loan	1st Placement	\$346,364.00	\$178,232.00
Perkins Loan	2nd Placement	\$705,907.74	\$15,119.84
Institutional/AR	1st Placement	\$7,552,448.58	\$3,068,945.65

## F. Radford University (“RU”) Background

Radford University (RU) is a comprehensive public university of 9,400 students that has received national recognition for many of its undergraduate and graduate academic programs, as well as its sustainability initiatives. Radford University serves the Commonwealth of Virginia and the nation through a wide range of academic, cultural, human service and research programs. Well known for its strong faculty/student bonds, innovative use of technology in the learning environment and vibrant student life on a beautiful 204-acre American classical campus, Radford University offers students many opportunities to get involved and succeed in and out of the classroom. The University offers 67 degree programs in 38 disciplines and three certificates at the undergraduate level; 22 master's programs in 17 disciplines and three doctoral programs at the graduate level; 13 post-baccalaureate certificates and one post-master's certificate. A Division I member of the NCAA and Big South Athletic Conference, Radford University competes in 16 men's and women's varsity athletics. With over 270 clubs and organizations, Radford University offers many opportunities for student engagement, leadership development and community service. Total enrollment is 9,401. Undergraduate enrollment is 8,453 and graduate enrollment is 948. Learn more at [www.radford.edu](http://www.radford.edu).

The Office of the Bursar at RU is committed to providing excellent customer service to students, parents and the campus community by providing a variety of services including the billing and collection of tuition and fee payments, administration of university payments plans, and the disbursement of financial aid funds.

The Office of the Bursar is responsible for overseeing the collection of all delinquent student accounts and institutional loans. When a student account becomes delinquent, the Office of the Bursar will send monthly billing statements to the student. Additionally, up to two (2) delinquency letters are sent to the student to inform them of their outstanding indebtedness. Once an account is 60 days past due, the delinquent balance is eligible to be transferred to a state-approved collections agency. If accounts are placed with a collection agency, account

holders must submit their payment(s) directly to the collection agency and also pay the additional fees associated with the increased collection efforts.

RU has contracted the billing services of Heartland ECSI, for its Federal Perkins Loan Program. This partnership encompasses loan payments, collection services, interface with Heartland ECSI, and collection agency placements. RU currently utilizes the collection services of ConServe and Williams & Fudge.

The total aggregate amount turned over for collection by RU during previous calendar years:

		<b>Amount Placed</b>	<b>Amount Collected</b>
<b>2013</b>			
Perkins	1st Placement	\$157,287.30	\$72,169.91
Tuition/Instit./AR	1st Placement	\$77,463.93	\$26,705.56
Tuition/Instit./AR	2nd Placement	\$48,173.58	\$10,745.50
Nursing/HPSL	1st Placement	\$21,739.53	\$7,931.16
<b>2014</b>			
Perkins	1st Placement	\$55,594.76	\$28,321.15
Tuition/Instit./AR	2nd Placement	\$91,169.74	\$31,877.58
<b>2015</b>			
Perkins	1st Placement	\$439,278.44	\$119,065.86
Tuition/Instit./AR	1st Placement	\$164,560.18	\$44,229.39
Tuition/Instit./AR	2nd Placement	\$67,194.88	\$7,344.50
<b>2016</b>			
Perkins	1st Placement	\$239,165.05	\$111,898.26
Perkins	2nd Placement	\$33,388.00	\$0.00
Tuition/Instit./AR	1st Placement	\$221,698.07	\$65,393.57
<b>2017</b>			
Perkins	1st Placement	\$316,340.56	\$154,537.21
Perkins	2nd Placement	\$90,934.00	\$17,793.00
Tuition/Instit./AR	1st Placement	\$267,705.22	\$52,436.82
Tuition/Instit./AR	2nd Placement	\$62,655.80	\$3,642.84
Nursing/HPSL	1st Placement	\$12,603.63	\$4,871.68

### **G. University of Mary Washington (“UMW”) Background**

The University of Mary Washington (UMW) is a premier, selective, coeducational, public institution located in Fredericksburg, VA within an hour’s drive of both Washington, D.C., and Richmond, VA. We have approximately 4,000 undergraduate students from about 34 states and many foreign countries. Further information about the University can be found at the following website: [www.umw.edu](http://www.umw.edu).

The Office of Student Accounts is dedicated to providing all customers with excellent service, in a friendly and timely manner while maintaining internal controls to ensure transactions are accurately processed and records are properly maintained. The Office of Student Accounts is responsible for: the assessment and billing of tuition, housing fees, dining charges, and other University fees; invoicing third-party payers; processing refunds to eligible students; and handling all inquiries concerning tuition transactions. As an agency of the Commonwealth of Virginia, UMW has a public obligation to ensure that all expenditures are essential and reasonable and to ensure all revenues due are timely collected

in support of the mission of the University.

When student account payments are past due the Office of Student Accounts will attempt to contact the student by emails, phone calls and if the balance still goes unpaid, two (2) letters are mailed to the home address. Once an account is 60 days past due, the delinquent balance is subject to transfer to a private collection agency or the Attorney General’s Office for collection, as well as credit bureau reporting. Once accounts are placed with a collection agency, account holders must make repayment directly to the collection agency. The University will recover all collection fees and attorney’s fees from delinquent debtors. UMW’s current collection service providers are Williams & Fudge, ConServe and The Office of Attorney General.

		<b>Amount Placed</b>	<b>Amount Collected</b>
<b>2013</b>			
Perkins	1st Placement	\$59,141.76	\$25,522.29
Tuition/Instit./AR	1st Placement	\$329,815.53	\$155,780.36
Tuition/Instit./AR	2nd Placement	\$6,346.43	\$0.00
<b>2014</b>			
Perkins	1st Placement	\$68,701.52	\$65,612.04
Tuition/Instit./AR	1st Placement	\$504,797.49	\$206,752.51
Tuition/Instit./AR	2nd Placement	\$137,672.94	\$11,997.33
<b>2015</b>			
Perkins	1st Placement	\$26,794.09	\$13,503.60
Tuition/Instit./AR	1st Placement	\$81,398.71	\$36,928.79
Tuition/Instit./AR	2nd Placement	\$25,988.66	\$0.00
<b>2016</b>			
Perkins	1st Placement	\$133,190.99	\$26,073.00
Perkins	2nd Placement	\$9,776.00	\$0.00
Tuition/Instit./AR	1st Placement	\$108,614.71	\$50,871.55
Tuition/Instit./AR	2nd Placement	\$166,261.62	\$3,541.27
<b>2017</b>			
Perkins	1st Placement	\$33,729.54	\$13,543.22
Perkins	2nd Placement	\$84,909.98	\$19,295.25
Tuition/Instit./AR	1st Placement	\$93,581.32	\$40,337.80
Tuition/Instit./AR	2nd Placement	\$32,390.10	\$2,234.10

#### **H. University of Virginia (“UVA”) Background**

The total aggregate amount turned over for collection by UVA during previous calendar years:

		<b>Amount Placed</b>	<b>Amount Collected</b>
<b>2013</b>			
Perkins	1st Placement	\$65,124.71	\$61,342.70
Perkins	2nd Placement	\$147,236.06	\$9,002.30
Perkins	3rd Placement	\$170,131.00	\$31,118.00
Tuition/Instit./AR	1st Placement	\$1,352,927.88	\$126,713.50

Tuition/Instit./AR	2nd Placement	\$130,033.90	\$10,229.37
Tuition/Instit./AR	3rd Placement	\$32,841.03	\$1,565.00
Nursing/HPSL	1st Placement	\$6,998.57	\$2,716.74
Nursing/HPSL	2nd Placement	\$5,820.99	\$0.00
<b>2014</b>			
Perkins	1st Placement	\$41,975.52	\$21,804.38
Perkins	2nd Placement	\$303,060.32	\$74,395.48
Perkins	3rd Placement	\$19,358.00	\$4,585.00
Tuition/Instit./AR	1st Placement	\$435,634.39	\$69,668.44
Tuition/Instit./AR	2nd Placement	\$365,196.25	\$2,606.03
Tuition/Instit./AR	3rd Placement	\$360,085.22	\$1,507.70
Nursing/HPSL	1st Placement	\$2,164.40	\$950.00
Nursing/HPSL	2nd Placement	\$23,262.33	\$7,615.40
Nursing/HPSL	3rd Placement	\$9,329.31	\$3,423.71
<b>2015</b>			
Perkins	1st Placement	\$44,143.29	\$27,677.96
Perkins	2nd Placement	\$91,929.64	\$32,793.94
Perkins	3rd Placement	\$19,358.00	\$15,748.88
Tuition/Instit./AR	1st Placement	\$411,990.05	\$91,504.41
Tuition/Instit./AR	2nd Placement	\$489,878.41	\$64,098.82
Tuition/Instit./AR	3rd Placement	\$9,857.00	\$0.00
Nursing/HPSL	1st Placement	\$788.89	\$669.00
Nursing/HPSL	2nd Placement	\$3,274.57	\$2,152.10
<b>2016</b>			
Perkins	1st Placement	\$68,211.44	\$35,372.41
Perkins	2nd Placement	\$72,228.27	\$22,586.26
Tuition/Instit./AR	1st Placement	\$338,958.43	\$55,244.70
Tuition/Instit./AR	2nd Placement	\$239,867.49	\$7,940.14
Tuition/Instit./AR	3rd Placement	\$398,002.64	\$4,486.00
Nursing/HPSL	1st Placement	\$4,306.25	\$2,177.17
Nursing/HPSL	2nd Placement	\$1,355.00	\$1,000.00
<b>2017</b>			
Perkins	1st Placement	\$55,474.40	\$34,112.16
Perkins	2nd Placement	\$207,917.19	\$60,020.45
Tuition/Instit./AR	1st Placement	\$466,678.25	\$72,150.33
Tuition/Instit./AR	2nd Placement	\$204,982.26	\$10,348.69
Nursing/HPSL	1st Placement	\$2,025.29	\$733.69
Nursing/HPSL	2nd Placement	\$12,615.33	\$0.00

## I. Virginia Commonwealth University (“VCU”) Background

Located on two downtown campuses in Richmond, VCU enrolls more than 31,000 students in 216 certificate and degree programs in the arts, sciences and humanities. Sixty-nine of the programs are unique in Virginia, and 28 graduate and professional programs are ranked among the best in the nation in U.S. News & World Report’s “America’s Best Graduate Schools,” including the No. 1 ranked sculpture and nurse anesthesia programs. As one of the nation’s top research universities, VCU attracts more than \$255 million a year in sponsored research funding.

VCU Medical Center is one of the nation's leading and Central Virginia's only academic medical center. It includes the 865-bed MCV Hospitals and outpatient clinics, MCV Physicians - a practice of more than 600-physician-faculty, and the health sciences schools of VCU.

VCU is an urban leader, forging ties with business, industry and government in such innovative projects as the collocation of the schools of Business and Engineering, the da Vinci Center for Innovation in Product Design and Development and the Virginia BioTechnology Research Park.

The university and its medical center are the largest-single employer in the Richmond area, with more than 18,650 employees, including almost 2,000 full-time instructional faculty, and many of them nationally and internationally recognized in their fields. VCU's direct economic impact to Virginia is estimated to be \$3.6 billion in annual spending that supports 43,705 jobs.

VCU's Student Accounting Department begins notifying students who have a balance for the current semester by email notification after 30 days has occurred and continues to send a billing statement to the student electronically generally every 30 days during the semester. A final written notice is sent to their permanent address along with an electronic notice after the semester ends. If all collection attempts fail, the outstanding balance is referred to the VCU Collections Unit.

The VCU Collections Unit sends two (2) written notices to the address provided by Student Accounting and if no response, VCU litigates on the student's account and lists the student's tuition and fees balance with the Virginia Department of Taxation for inclusion in the Debt Set-off Program. VCU contracts with a billing agent, Heartland ECSI, for Federal Perkins loans, Medical Profession Loans and University loans. VCU's current collection service providers interface with Heartland ECSI (*at no additional cost to the University*) in collection of these loans. VCU's current collection service providers are Williams & Fudge, Alltran and ConServe.

The total aggregate amount turned over for collection by VCU during previous calendar years:

		<b>Amount Placed</b>	<b>Amount Collected</b>
<b>2013</b>			
Perkins	1st Placement	\$879,139.38	\$289,733.62
<b>2014</b>			
Perkins	1 <sup>st</sup> Placement	\$414,823.19	\$224,080.12
Nursing HPSL	2 <sup>nd</sup> Placement	\$5,167.48	\$0.00
<b>2015</b>			
Perkins	1st Placement	\$327,228.37	\$217,069.74
<b>2016</b>			
Perkins	1st Placement	\$126,425.30	\$65,514.33
Perkins	2nd Placement	\$119,003.72	\$119,003.72
Nursing/HPSL	2 <sup>nd</sup> Placement	\$35,991.38	\$0.00
<b>2017</b>			
Perkins	1st Placement	\$8,186.34	\$7,224.84
Perkins	2nd Placement	\$162,206.68	\$106,727.71

## J. Virginia Military Institute (“VMI”) Background

Virginia Military Institute (“VMI”) is a wholly undergraduate public institution in Lexington, Virginia with an enrollment of approximately 1700 students and more than 600 faculty and staff. The Institute has 15 academic departments that offer 48 majors, minors, and concentrations. Further information about the Institute can be found at the following website: [www.vmi.edu/about/](http://www.vmi.edu/about/).

The Comptroller’s Office at VMI is committed to quality customer service in order to prepare students to be financially responsible, to provide support and payment options for their families, and to protect the assets of the institute with accurate and timely financial procedures.

The Comptroller’s Office is responsible for managing collections of student accounts, as well as Perkins loan accounts. When student account payments are past due the Comptroller’s Office will attempt to contact the student by mailing three (3) letters to the home address and making one (1) phone call. Once an account is 60 days past due, the delinquent balance is subject to transfer to a collection agency. Once accounts are placed with a collection agency, account holders must make repayment directly with to the collection agency, and the account holder is responsible for the additional fees associated with collection efforts on cadet accounts.

VMI contracts with a billing agent, Heartland ECSI, for Federal Perkins loan payments. VMI’s current collection service providers interface with Heartland ECSI (*at no additional cost to the University*) in collection of Federal Perkins Loan Accounts. VMI’s current collection service providers are Williams & Fudge and Todd, Bremer & Lawson.

The total aggregate amount turned over for collection by VMI during previous calendar years:

		<b>Amount Placed</b>	<b>Amount Collected</b>
<b>2013</b>			
Perkins	1st Placement	\$141,463.98	\$77,616.65
Tuition/Instit./AR	1st Placement	\$16,009.72	\$1,740.98
<b>2014</b>			
Perkins	1st Placement	\$75,721.41	\$56,605.08
Tuition/Instit./AR	1st Placement	\$18,260.84	\$2,027.25
<b>2015</b>			
Perkins	1st Placement	\$93,130.24	\$64,877.41
Tuition/Instit./AR	1st Placement	\$5,186.64	\$3,679.44
<b>2016</b>			
Perkins	1st Placement	\$33,367.34	\$17,693.50
Tuition/Instit./AR	1st Placement	\$5,421.13	\$1,907.45
<b>2017</b>			
Perkins	1st Placement	\$27,520.23	\$0.00
Tuition/Instit./AR	1st Placement	\$8,073.91	\$296.09

**K. Virginia Polytechnic Institute and State University (“Virginia Tech”) Background**

Virginia Polytechnic Institute and State University (“Virginia Tech”) is located in Blacksburg, Virginia, approximately 40 miles southwest of Roanoke, Virginia, the major commercial hub of the area. In addition to the university’s main campus in Blacksburg, major off campus locations include twelve agriculture experiment research stations, the Marion duPont Scott Equine Medical Center and graduate centers in Roanoke and Fairfax, Virginia. Regularly scheduled air service is provided at the Roanoke Regional Airport.

Dedicated to its motto, Ut Prosim (That I May Serve), Virginia Tech takes a hands-on, engaging approach to education, preparing scholars to be leaders in their fields and communities. As the Commonwealth’s most comprehensive university and its leading research institution, Virginia Tech offers 240 undergraduate degree programs to more than 31,000 students and manages a research portfolio of nearly \$513 million. The university fulfills its land-grant mission of transforming knowledge to practice through technological leadership and by fueling economic growth and job creation locally, regionally, and across Virginia

The Office of the University Bursar (OUB) at Virginia Tech is responsible for managing the collections of student loan accounts. When a student loan account is past due OUB attempts to contact the student twice before sending the account to collection. The student is sent an email and a letter. At approximately 90 days past due the past due balance is sent to a collection agency. The account will remain in collection for one year or until it is brought up to date, whichever comes first. The account holder is responsible for the additional fees associated with collection efforts.

Virginia Tech contracts with a billing agent, Heartland ECSI for student loan account payments. Virginia Tech’s current collection service providers interface with Heartland ECSI (*at no cost to the University*) in the collection of student loan accounts. Currently, Williams & Fudge and Alltran are collection service providers for Virginia Tech.

The Office of the University Bursar is also responsible for collection of all AR account receivables. This includes AR, Vet Med, Equine Medical Center, Center for Family Services, VT Electric, and Parking service. The clients are sent past due emails at 30 and 60 days with a final demand letter at 60+ days. This advises of the collection date and the collection fees associated with the collection agency. If no payments are made the accounts are coded for collections within a 60-90 day time frame depending on the original charge. Departmental charges are billed and contacted by the origination department prior to being sent to OUB for collection purposes.

The total aggregate amount turned over for collection by Virginia Tech during previous calendar years:

		<b>Amount Placed</b>	<b>Amount Collected</b>
<b>2013</b>			
Perkins	1st Placement	\$24,490.84	\$13,902.29
Tuition/Instit./AR	1st Placement	\$1,372,395.30	\$459,517.76
Tuition/Instit./AR	2nd Placement	\$81,591.45	\$5,475.81
<b>2014</b>			
Perkins	1st Placement	\$35,643.94	\$18,995.12
Tuition/Instit./AR	1st Placement	\$1,125,704.82	\$457,585.29

Nursing/HPSL	1st Placement	\$1,151.93	\$1,151.93
Tuition/Insttit./AR	2nd Placement	\$59,305.63	\$7,095.86
<b>2015</b>			
Perkins	1st Placement	\$66,286.11	\$21,475.20
Perkins	2nd Placement	\$8,528.49	\$6,460.67
Tuition/Insttit./AR	1st Placement	\$876,646.16	\$271,335.72
Tuition/Insttit./AR	2nd Placement	\$91,148.85	\$16,332.65
Nursing/HPSL	1st Placement	\$614.50	\$614.50
<b>2016</b>			
Perkins	1st Placement	\$49,560.19	\$26,758.83
Perkins	2nd Placement	\$27,318.22	\$10,249.15
Tuition/Insttit./AR	1st Placement	\$1,168,907.12	\$357,684.83
Tuition/Insttit./AR	2nd Placement	\$149,586.89	\$16,238.13
Nursing/HPSL	1st Placement	\$2,103.03	\$2,103.03
<b>2017</b>			
Perkins	1st Placement	\$26,767.82	\$20,440.40
Perkins	2nd Placement	\$7,305.81	\$2,576.72
Tuition/Insttit./AR	1st Placement	\$1,129,330.03	\$243,128.63
Tuition/Insttit./AR	2nd Placement	\$55,809.50	\$19,332.78
Nursing/HPSL	1st Placement	\$450.23	\$0.00

#### L. The College of William & Mary (“W&M”) Background

The College of William & Mary (“W&M”) is the second oldest institution of higher learning in America and the first to become a university. W&M has 6,285 undergraduates, 2,455 graduate students, 687 full-time faculty members with more than 40 undergraduate degree programs and more than 40 graduate and professional degree programs. Degrees conferred include: B.A., B.B.A., B.S., Ed.D., J.D., LL.M., M.A., M.A.C., M.B.A., M.Ed., M.P.P., M.S., M.S.B.A., Ph.D. See [www.wm.edu](http://www.wm.edu) for more details on W&M.

The Bursar’s Office at W&M is committed to quality customer service in order to prepare students to be financially responsible, to provide support and payment options for their families, and to protect the assets of the university with accurate and timely financial procedures.

The Bursar’s Office is responsible for student accounting, cashiering and receivables and collections activities for the college. The office manages billings, collections, deposits and accounts for the revenue. When account payments are past due the Bursar’s Office, after 2-3 previous mailings, will attempt to contact the student by mailing a final demand letter to the mailing address on file and other attempts are made to contact by phone and/or email. Once an account is 60 days past due, the delinquent balance is subject to transfer to a collection agency. Once accounts are placed with a collection agency, account holders must make repayment directly to the collection agency, and the account holder is responsible for the additional fees associated with collection efforts on any outstanding debt owed the college and also on Perkins loans.

W&M contracts with a billing agent, Heartland ECSI, for Federal Perkins loan payments. W&M’s current collection service providers interface with Heartland ECSI (*at no additional cost to the University*) in collection of Federal Perkins Loan Accounts. W&M’s current collection service providers are Todd, Bremer, & Lawson and Alltran.

The total aggregate amount turned over for collection by W&M during previous calendar years:

		<b>Amount Placed</b>	<b>Amount Collected</b>
<b>2013</b>			
Perkins	1st Placement	\$15,916.03	\$12,146.00
Perkins	2nd Placement	\$15,624.49	\$3,227.26
Perkins	3rd Placement	\$0.00	\$0.00
Tuition/Instit./AR	1st Placement	\$31,902.56	\$23,353.99
Tuition/Instit./AR	2nd Placement	\$31,648.53	\$0.00
<b>2014</b>			
Perkins	1st Placement	\$35,801.15	\$22,751.33
Perkins	2nd Placement	\$11,487.22	\$0.00
Perkins	3rd Placement	\$7,500.06	\$0.00
Tuition/Instit./AR	1st Placement	\$48,961.37	\$36,265.98
Tuition/Instit./AR	2nd Placement	\$9,217.52	\$113.16
<b>2015</b>			
Perkins	1st Placement	\$53,685.13	\$28,816.87
Perkins	2nd Placement	\$224.47	\$0.00
Tuition/Instit./AR	1st Placement	\$51,783.63	\$40,212.70
Tuition/Instit./AR	2nd Placement	\$2,243.16	\$2,152.91
<b>2016</b>			
Perkins	1st Placement	\$52,810.77	\$41,878.00
Perkins	2nd Placement	\$4,649.82	\$0.00
Perkins	3rd Placement	\$6,547.80	\$1,121.05
Tuition/Instit./AR	1st Placement	\$74,521.14	\$53,276.00
Tuition/Instit./AR	2nd Placement	\$6,063.82	\$0.00
<b>2017</b>			
Perkins	1st Placement	\$52,451.00	\$31,639.00
Perkins	2nd Placement	\$4,449.68	\$0.00
Perkins	3rd Placement	\$2,536.45	\$0.00
Tuition/Instit./AR	1st Placement	\$62,453.32	\$53,069.33
Tuition/Instit./AR	2nd Placement	\$7,689.29	\$1,685.96

### **III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION**

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Attachment B contains information on reporting spend data with subcontractors.

## IV. STATEMENT OF NEEDS

James Madison University (JMU) seeks a Contractor that is an established industry leader in providing debt collection services that achieves the maximum recovery of debt for institutions of higher education. Specifically, the Contractor shall provide debt collection services for the following types of unpaid accounts: tuition and fees; student loans; returned checks; and miscellaneous receivable accounts.

### A. The Contractor **shall be responsible for the following:**

- Providing collection services to the VASCUPP institution in accordance with all regulations and laws to include, but not limited to, the following:
  - Federal Regulations for Perkins loans
  - Fair Debt Collection Practice Act
  - Virginia Debt Collection Act (§ 2.2-4800 et seq.),
  - Consumer Credit Protection Act
  - National Defense Education Act of 1958, Title II,
  - Public Health Service Act Titles VII and VIII,
  - Gramm-Leach-Bliley Act
- Maintaining licenses as required by law, and in states necessary, to provide collection services.
- Undertaking the collection of all accounts referred by the VASCUPP institution without regard to the amount.
- Accepting cancellations, deferments, or postponements for any referred collection and Contractor agrees that no fees shall be charged to the VASCUPP institution in this event. The VASCUPP institution reserves the right to request the return of an account for any reason.
- Maintaining detailed and accurate accounting ledgers of all collected and disbursed monies throughout the contract period and providing a detailed accounting report at any time upon request by the VASCUPP institution.
- Providing a copy of the firm's Attestation Audit Letter annually to the VASCUPP institution.
- Remitting to the VASCUPP institution each month the net total of funds collected (*after debtor check payments have cleared*) in the previous month, with the exception of the funds collected for Federal Perkins Loans. Federal Perkins Loan account collections shall be remitted directly to the billing agent designated by the VASCUPP institution. The VASCUPP institution agrees to remit collection fees to Contractor in the event payments are made directly to the institution or the Billing Agent.
- Reporting to a minimum of one (1) national credit bureau each account referred by the VASCUPP institution, with the exception of Federal Perkins loans (*Federal Perkins loans are reported to the credit bureau by separate loan billing agents*). The accounts shall be placed with a credit bureau within sixty (60) days of placement with the Contractor. Contractor will make the necessary corrections when an account is reported in error.

- Designating a primary point of contact for the VASCUPP institution and provide a toll free phone number for debtors.
- Maintaining a fidelity bond that names the Commonwealth of Virginia as the beneficiary in the amount of one hundred thousand (\$100,000) dollars throughout the term of the contract.
- Submitting a report with each monthly remittance check that includes the following information at a minimum for each account:
  - Name of the debtor
  - Account number
  - Date of payment by the debtor
  - Payment amount
  - Total amount paid for collection services
  - Total amount paid to VASCUPP institution

B. The Contractor **shall not:**

- Have authority to file suit on any account referred by the VASCUPP institution.
- Settle any account balance or agree to a compromise without the prior written agreement of the VASCUPP institution.
- Share in funds collected by the VASCUPP institution as a result of exercising authority for the Commonwealth Debt right of set-off granted by the Code of Virginia. The VASCUPP institution will notify the Contractor of any set-off monies received.
- Refer an account placed with the Contractor to another collection agency without prior approval by the VASCUPP institution.
- Perform services on an account that is subject to bankruptcy proceedings. The Contractor shall notify the VASCUPP institution immediately in writing of any bankruptcy notices.

C. **Describe in detail your firm's approach to each of the following items. Failure to provide responses to the items below may result in rejection of the proposal.**

1. Describe in detail the types of accounts for which your company performs and provides debt collection services.
2. Describe the standard methodologies employed to maximize the collection of account receivables. Include the minimum number of telephone calls to debtors and the maximum number of telephone calls to debtors.
3. Describe any differences in your firm's processes for 1st placement recovery services vs 2nd placement recovery services.
4. Describe communication process with debtors. Provide examples of templates used.
5. Describe in detail the proposed approach (*work plan*) for performing and providing collection services and for communicating with the VASCUPP institution in regards.

6. Provide an example of the remittance report that will be included within each payment to the VASCUPP institution.
7. Describe how cancelled, postponed, or deferred accounts will be handled.
8. Specify all options/methods of placing accounts (*e.g., paper, email, fax, secure website, etc.*)
9. Describe your firm's process for remaining compliant with all current laws and regulations.
10. Provide a copy of your firm's most recent federally required Student Financial Assistance compliance (*attestation*) audit letter.
11. Discuss your firm's compliance with the Federal Fair Debt Collection Practices Act (*FDCPA*). Specify any areas of previous non-compliance and corrective actions taken.
12. The Contractor shall comply with the Gramm-Leach Bliley Act by implementing and maintaining appropriate safeguards to protect and prevent unauthorized release of student, faculty, and staff nonpublic information. Nonpublic information is defined as social security numbers, or financial transactions, bank, credit, and tax information. Provide a copy of your firm's Gramm-Leach-Bliley Act Safeguard Policy and describe how your firm maintains best industry practices as it relates to compliance with this act.
13. Specify if your firm rules on the Code of Virginia for collection fee regulations or the codes of the residing state of the debtor.
14. Describe your firm's process for reporting referred accounts (*with the exception of Federal Perkins Loans*) to national credit bureau(s). Describe the process for making necessary corrections when an account is reported in error.
15. Describe how your firm will work with Billing Agents that are responsible for Perkins Loan Payments.
16. Describe your firm's cash-handling procedures and controls.
17. Describe in detail your firm's process in the event a Non-Sufficient Funds (NSF) check is returned from a debtor's payment.
18. Describe your process of pursuing collections on accounts that are disputed by either the debtor or the debtor's attorney.
19. Describe in detail the administrative services and support services (*to include automated support/collection software*) provided.
20. Describe the process and timeline for returning unpaid accounts to the VASCUPP institution.
21. Describe how your firm would handle the transition from another Contractor to your firm. Identify issues to be addressed and describe the steps your firm would take to minimize the impact on the VASCUPP institution.

22. Describe in detail all reports that will be provided to the VASCUPP institution and the frequency for providing them. Submit a sample of each standard report.
23. Describe how different types of accounts will be classified for reporting purposes.
24. Describe your company's ability to customize reports and reporting timelines at the VASCUPP institution's request.
25. Describe how your firm can assist VASCUPP institutions with the Fiscal Operations Report and Application to Participate (FISAP).
26. Describe your firm's ability and qualifications to provide international collection services.
27. Provide the names of any professional organization that your firm belongs to.
28. Specify if your firm has been purchased/merged within the last five years. Specify any plans to purchase or merge with another company.
29. Specify if your firm has been cited for any audit exceptions within the last five years. If so, provide dates, reasons, and resolution for each exception.
30. Specify if your firm has had or has any litigation issues. If so, provide dates, reasons, and resolution for each issue.
31. Describe your business structure to include the relationship between any parent company and subsidiaries. Specify any business relationships with loan billing agents.
32. Describe your firm's qualifications and experience in providing collection services to institutes of higher education. Provide the contact information and qualifications of the person who will be the primary point of contact to VASCUPP institutions.
33. Provide an overview of your firm's financial status to include financial statements, bank references, Dun & Bradstreet or equivalent rating, and any other information that is relevant to your firm's financial stability and solvency.
34. Provide three (3) references of higher education institutions where your firm currently provides collection services. Each reference should include name of the institution, a brief summary of the scope, mailing address, and the name and contact information of a primary contact person.
35. Discuss the success rate of your firm in collecting outstanding debt and the length of time to collect accounts, including quantitative data. Provide an explanation for how calculations were determined.
36. Describe your firm's ability to work with and accommodate the different needs of various VASCUPP institutions (*remittance timelines, inactive account returns, payment processes, etc*).
37. Describe all methods for processing payments from debtors.

38. Provide the following if the proposed solution processes card holder data or redirects to a separate payment site:
  - a. Up-to-date, signed documentation that the proposed solution and firm is compliant with all PCI-DSS requirements.
  - b. Documentation of your firm's most recent PCI system scan and the signature page from your Attestation of Compliance (AOC).
  - c. If your firm and/or the proposed solution is not PCI-DSS compliant, explain why your firm/solution falls outside PCI-DSS scope and provide the most recent SOC 1 or SSAE-16 report.

## V. PROPOSAL PREPARATION AND SUBMISSION

### A. GENERAL INSTRUCTIONS

**To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the James Madison University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.**

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
  - a. **One (1) original and five (5) copies** of the entire proposal, **INCLUDING ALL ATTACHMENTS**. Any proprietary information should be clearly marked in accordance with 3.f. below.
  - b. **One (1) electronic copy in WORD format or searchable PDF (CD or flash drive)** of the entire proposal, **INCLUDING ALL ATTACHMENTS**. Any proprietary information should be clearly marked in accordance with 3.f. below.
  - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

No other distribution of the proposal shall be made by the Offeror.

2. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of

the solicitation document shall still be the official state form issued by Procurement Services.

### 3. Proposal Preparation

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’ proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

- f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.
4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

## B. SPECIFIC PROPOSAL INSTRUCTIONS

Proposals should be as thorough and detailed as possible so that James Madison University may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
2. Responses to Section IV. Statement of Needs of this RFP.
3. Offeror Data Sheet, included as *Attachment A* to this RFP.
4. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
5. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: [www.VASCUPP.org](http://www.VASCUPP.org).
6. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

## VI. EVALUATION AND AWARD CRITERIA

### A. EVALUATION CRITERIA

Proposals shall be evaluated by James Madison University using the following criteria:

	<u>Points</u>
1. Quality of products/services offered and suitability for intended purposes	20
2. Qualifications and experience of Offeror in providing the goods/services	25
3. Specific plans or methodology to be used to perform the services	25
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Cost	20
	<hr/> 100

- B. AWARD TO MULTIPLE OFFERORS: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.
- C. AWARD OF CONTRACT: Award of a contract to perform services as described in this RFP does not obligate VASCUPP schools to use the contract and individual VASCUPP institutions will have the option of utilizing or not utilizing a particular contractor that has been awarded a contract.

## VII. GENERAL TERMS AND CONDITIONS

- A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.
- B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*§6 of the Rules Governing Procurement*).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. Above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
1. To Prime Contractor:
    - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
    - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
  - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
  - e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).
2. To Subcontractors:
- a. A contractor awarded a contract under this solicitation is hereby obligated:
    - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
    - (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.
  - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

- K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
    - a. By mutual agreement between the parties in writing; or
    - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
    - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty

(30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. **DEFAULT**: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **INSURANCE**: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
  2. Employer's Liability: \$100,000
  3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
  4. Automobile Liability: \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*
- R. **ANNOUNCEMENT OF AWARD**: Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.

- S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
  - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
  - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.

- 2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at [www.eVA.virginia.gov](http://www.eVA.virginia.gov).
- 3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.
- V. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. **PRICING CURRENCY:** Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.
- X. **E-VERIFY REQUIREMENT OF ANY CONTRACTOR:** Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.
- Y. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

**VIII. SPECIAL TERMS AND CONDITIONS**

- A. **AUDIT:** The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- B. **CANCELLATION OF CONTRACT:** James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: \_\_\_\_\_

Name of Offeror	Due Date	Time
Street or Box No.	RFP #	
City, State, Zip Code	RFP Title	

Name of Purchasing Officer: \_\_\_\_\_

The envelope should be addressed as directed on the title page of the solicitation.

The Offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand-delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- D. **LATE PROPOSALS:** To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. **UNDERSTANDING OF REQUIREMENTS:** It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/ 568-7936 or 540/568-7935.
- F. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for a period of three (3) successive two year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
  2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to [www.jmu.edu/parking](http://www.jmu.edu/parking); or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the James Madison University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The Contractor will notify the University in writing of any such entities accessing this contract. The Contractor will provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

- J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:
1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSB-certified small businesses. This shall not exclude SBSB-certified women-owned and minority-owned businesses when they have received

SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSB certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.

- M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.
- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.
- P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
- Q. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- R. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names,

qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

- S. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that information and data obtained as to personal facts and circumstances related to faculty, staff, students, and affiliates will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. This shall include FTI, which is a term of art and consists of federal tax returns and return information (*and information derived from it*) that is in contractor/agency possession or control which is covered by the confidentiality protections of the Internal Revenue Code (*IRC*) and subject to the IRC 6103(p)(4) safeguarding requirements including IRS oversight. FTI is categorized as sensitive but unclassified information and may contain personally identifiable information (*PII*). Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
- T. CONTINUITY OF SERVICES:
- a) The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
    - (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
    - (ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
    - (iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
  - b) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
  - c) The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.
- U. PCI DSS COMPLIANCE: James Madison University requires that the contractor shall at all times maintain compliance with the most current Payment Card Industry Data Security Standards (PCI DSS). The contractor will be required to provide written confirmation of compliance. Contractor acknowledges responsibility for the security of cardholder data as defined within the PCI DSS. Contractor acknowledges and agrees that cardholder data may only be used for completing the contracted services as described in the full text of this

document, or as required by the PCI DSS, or as required by applicable law. In the event of a breach or intrusion or otherwise unauthorized access to cardholder data stored at or for the contractor, contractor shall immediately notify the Assistant Vice President for Finance at: (540) 568-6433, MSC 5719, Harrisonburg, VA 22807 (fax (540) 568-3346) to allow the proper PCI DSS compliant breach notification process to commence. The contractor shall provide appropriate payment card companies, acquiring financial institutions and their respective designees access to the contractor's facilities and all pertinent records to conduct a review of the contractor's compliance with the PCI DSS requirements.

In the event of a breach or intrusion the contractor acknowledges any/all costs related to breach or intrusion or unauthorized access to cardholder data entrusted to the contractor deemed to be the fault of the contractor shall be the liability of the contractor. Vendor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify and hold harmless the Commonwealth of Virginia, James Madison University and its officers and employees from and against any claims, damages or other harm related to such breach.

- V. STANDARDS OF CONDUCT: Contractor and Contractor's personnel shall exercise a particularly high level of discipline, safety and cooperation at all times while performing work on behalf of the University. The Contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity.
  
- W. BLANKET FIDELITY BOND: Contractor shall maintain a blanket fidelity bond obtained from an insurance company licensed to conduct fidelity business in the home state of the Contractor and which has earned an A.M. Best Company, Inc. rating of A or better, as reflected in their most current publication, covering all personnel under contract to the Commonwealth of Virginia, with a penalty amount of not less than **\$100,000** naming the Commonwealth of Virginia as co-obligee. Certificate of such protection must be presented to the purchasing agency prior to the start of the service showing name of surety, limit and type of coverage, term of coverage, co-obligee provision and name and address of licensed Virginia insurance agent. The Contractor agrees to maintain such bond until one year after the completion of the contract.
  
- X. INSURANCE, MONEY AND SECURITIES: Contractor shall maintain a Broad Form Money and Securities Insurance Policy obtained from an insurance company licensed to conduct crime insurance business in the home state of the contractor and which has earned an A.M. Best Company, Inc. rating of A or better, as reflected in their most current publication, covering all money and property entrusted to the contractor by the Commonwealth of Virginia, with limits of coverage of not less than **\$ 100,000** for Loss Inside the Premises Coverage and not less than **\$ 100,000** for Loss Outside the Premises Coverage, naming the Commonwealth of Virginia as additional named insured with respect to this contract. Certificate of such protection must be presented to James Madison University prior to the start of the service showing name of insurance company, limits and type of coverage, term of coverage, additional insured provision and name and address of licensed insurance agent. The contractor agrees to maintain such policy until the completion of the contract and all money and property of the Commonwealth is remitted to the Commonwealth.

## IX. METHOD OF PAYMENT

The contractor will be paid on the basis of invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers. We are asking our vendors and suppliers to enroll in the Wells Fargo Bank single use Commercial Card Number process or electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Wells Fargo Bank single use Commercial Card Number process will receive the benefit of being paid in Net 15 days. Additional information is available online at: <http://www.jmu.edu/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml>

Other VASCUPP institutions may have different methodologies regarding invoicing. Each entity is responsible for negotiating their invoicing options and payment terms.

## X. PRICING SCHEDULE

1. Contractor shall provide a **Total Fixed Collection Fee (% of Collected Amount)**, which shall include all costs associated with providing collection services. There shall be no additional charges allowed. The Total Fixed Collection Fee shall apply to collections on all accounts regardless of type of account or placement.
2. Provide any additional incentives/cost reductions offered if multiple VASCUPP institutions utilize a resulting contract with your firm.

## XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

Attachment B: Small, Women, and Minority-owned Business (SWaM) Utilization Plan

Attachment C: Standard Contract Sample

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. **QUALIFICATIONS OF OFFEROR:** Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing these types of goods and services.

Years \_\_\_\_\_ Months \_\_\_\_\_

3. **REFERENCES:** Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
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4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

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5. **RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA:** Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the [CODE OF VIRGINIA](#), SECTION 2.2-3100 – 3131?

YES  NO

IF YES, EXPLAIN: \_\_\_\_\_

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ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: \_\_\_\_\_ Preparer Name: \_\_\_\_\_

Date: \_\_\_\_\_

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes\_\_\_\_\_ No\_\_\_\_\_

If yes, certification number: \_\_\_\_\_ Certification date:\_\_\_\_\_

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes\_\_\_\_\_ No\_\_\_\_\_

If yes, certification number: \_\_\_\_\_ Certification date:\_\_\_\_\_

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes\_\_\_\_\_ No\_\_\_\_\_

If yes, certification number: \_\_\_\_\_ Certification date:\_\_\_\_\_

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes\_\_\_\_\_ No\_\_\_\_\_

If yes, certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

**Instructions:** *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWAMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

**Small Business:** "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

**Woman-Owned Business Enterprise:** A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified women-owned businesses are also a small business enterprise.**

**Minority-Owned Business Enterprise:** A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.**

**Micro Business** is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees **AND** no more than \$3 million in average annual revenue over the three-year period prior to their certification.

**All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWAM program. Certification applications are available through SBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).**

***RETURN OF THIS PAGE IS REQUIRED***

**ATTACHMENT B (CNT'D)**  
 Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: \_\_\_\_\_

Date Form Completed: \_\_\_\_\_

Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses  
 for this Proposal and Subsequent Contract

Offeror / Proposer:

\_\_\_\_\_  
 Firm Address Contact Person/No.

Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)

*(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)*

**RETURN OF THIS PAGE IS REQUIRED**

ATTACHMENT C



COMMONWEALTH OF VIRGINIA  
STANDARD CONTRACT

Contract No. \_\_\_\_\_

This contract entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From \_\_\_\_\_ through \_\_\_\_\_

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposals dated \_\_\_\_\_:
  - (a) The Statement of Needs,
  - (b) The General Terms and Conditions,
  - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
  - (d) List each addendum that may be issued
- (3) The Contractor's Proposal dated \_\_\_\_\_ and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
  - (a) Negotiations summary dated \_\_\_\_\_.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

PURCHASING AGENCY:

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_



July 13, 2018

**ADDENDUM NO. ONE**

**TO ALL OFFERORS:**

**REFERENCE:** Request for Proposal No: **RFP# LBS-997**  
RFP Issue Date: **June 22, 2018**  
Commodity: **Collection Services**  
RFP Closing On: **August 16, 2018 at 2:00 p.m. (Eastern)**

**Please note the clarifications or change(s) made on this proposal:**

**Question:** Who are the current vendors?

**Answer:** **VASCUPP currently has contracts for collection services with Alltran Education, Inc, ConServe., Recovery Management Services, Inc., Todd, Bremer, & Lawson, and Williams & Fudge. The contractors used by individual VASCUPP institutions can be found within the *Background* section of the RFP.**

**Question:** What are the rates of the current vendors?

**Answer:** **Contract rates can be found within the contract documents located at [www.vascupp.org](http://www.vascupp.org)**

**Question:** An Attestation Audit is required. Due to the lack of Perkins placements in recent years, our firm has not performed this audit since 2014. Will our last audit report suffice? If awarded a contract we will resume obtaining this annual audit.

**Answer:** **Contracted firms are required to provide a copy of the firm's Attestation Audit Letter annually to the VASCUPP institution(s). Refer to Question IV.C.10: Provide a copy of your firm's most recent federally required Student Financial Assistance compliance (attestation) audit letter.**

**Question:** Are financials required to be submitted? If so, is the requirement reviewed or audited financials?

**Answer:** **Refer to Section IV, C, Question #33.**

**Question:** Within the Statement of Needs-Section A it states that "accounts shall be placed with a credit bureau within sixty (60) days of placement with the Contractor". Our firm credit reports at 90 days in order to provide the student with ample time to resolve their debt without credit impact. Will VASCUPP allow us to keep this at 90 days?

**Answer:** **As stated in RFP# LBS-997: Contractor shall report to a minimum of one (1) national credit bureau each account referred by the VASCUPP institution, with the exception of Federal Perkins loans (*Federal Perkins loans are reported to the credit bureau by separate loan billing agents*). The accounts shall be placed with a credit bureau within sixty (60) days of placement**

**with the Contractor. Contractor will make the necessary corrections when an account is reported in error.**

**Question:** Is the University aware of the new collection laws that took effect on July 1? Will this apply to institutional loans that the University may place for collection or possibly tuition accounts that may have a signed student financial services agreement in place?

**Answer:** We are aware of the new collection laws that took effect on July 1, 2018. As stated in the RFP, Contractors shall be responsible for providing collection services to the VASCUPP institution in accordance with all regulations and laws to include, but not limited to, the following:

- Federal Regulations for Perkins loans
- Fair Debt Collection Practice Act
- Virginia Debt Collection Act (§ 2.2-4800 et seq.),
- Consumer Credit Protection Act
- National Defense Education Act of 1958, Title II,
- Public Health Service Act Titles VII and VIII,
- Gramm-Leach-Bliley Act

Sincerely,



LeeAnne Beatty Smith, CPPB, VCA, CUPO  
Buyer Senior, Contract Purchases  
Phone: (540-568-7523)

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540.568.7523 Phone



July 23, 2018

**ADDENDUM NO. TWO**

**TO ALL OFFERORS:**

**REFERENCE:** Request for Proposal No: **RFP# LBS-997**  
RFP Issue Date: **June 22, 2018**  
Commodity: **Collection Services**  
RFP Closing On: **August 16, 2018 at 2:00 p.m. (Eastern)**

**Please note the clarifications or change(s) made on this proposal:**

Question: Why has VASCUPP decided to issue a RFP separate from the RFP currently being held by the Commonwealth of Virginia for statewide collection services?

**Answer: VASCUPP currently has their own contracts for collection services due to the unique needs of higher education institutions for this service. This RFP seeks to replace those contracts.**

Question: Which billing servicers do VASCUPP institutions use?

**Answer: Billing servicers are detailed in the Background Statement of RFP# LBS-997.**

Question: Does VASCUPP add collection costs to accounts? If so, please provide samples of student agreements/documentation that authorizes the addition of collection costs.

**Answer: VASCUPP schools communicate how collection costs are assessed through various mechanisms (i.e. website, catalogs, pre-collection letters, etc). If awarded a contract and contacted by an individual VASCUPP institution to provide collection services, the Contractor may request to see examples of how/where that particular institution notifies students of how collection costs are assessed.**

Question: Reference Part IV- Statement of Needs, Section C, Question #25 – Please provide more information on how VASCUPP wishes collection agencies to assist with FISAP. Are VASCUPP's current collection agencies providing this service?

**Answer: We are simply interested in knowing if there are services that offerors could provide to assist with FISAP. We do not believe these services are being provided currently.**

Question: Reference Part IV-Statement of Needs, Section C, Question #34- Three references are asked for here, at least five are sought on Attachment A. Is it ok to repeat references, or is the RFP seeking a total of 8+ distinct references?

**Answer: Statement of Needs, Section C, Question #34 asks that offerors provide three (3) references of higher education institutions where their firm currently provides collection services. References provided in Section C, #34 may be repeated in Attachment A if so desired.**

Question: Reference Part IV-Statement of Needs– Should proposals respond to Section IV. Statement of Needs in its entirety or only items listed in subsection C?

**Answer: Offerors should respond to the questions in Section C. If the Offerors takes exception to any item in Section A or B this should be notated within their response.**

Question: Reference Part V, Section A, #3.c – In lieu of labeling every paragraph of our response with the corresponding RFP requirement, will VASCUPP accept proposals that restate each response requirement in numerical order, immediately followed by our response? This, combined with a table of contents that cross references RFP requirements, will provide RFP evaluators with the most straightforward and easy to follow format.

**Answer: Yes.**

Question: Reference Part IV, Section A, #4 – How will scores for SWaM participation be calculated? Part VIII. Special Terms and Conditions, J. states that the Commonwealth has a goal of 42%. Is there a minimum percentage of the contract value that VASCUPP expects agencies to meet/subcontract?

**Answer: Offerors that are SWaM certified by Virginia's Small Business and Supplier Diversity (SBSD) department on the day that the solicitation closes will receive the full 10 points; Offerors that submit a SWaM subcontractor plan (Attachment B) shall receive a percentage of the full 10 points based on the submitted SWaM subcontractor spend. Offerors are not required to be SWaM certified in order to submit a proposal.**

Sincerely,



LeeAnne Beatty Smith, CPPB, VCA, CUPO  
Buyer Senior, Contract Purchases  
Phone: (540-568-7523)

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August 3, 2018

**ADDENDUM NO. THREE**

**TO ALL OFFERORS:**

**REFERENCE:** Request for Proposal No: **RFP# LBS-997**  
RFP Issue Date: **June 22, 2018**  
Commodity: **Collection Services**  
RFP Closing On: **August 16, 2018 at 2:00 p.m. (Eastern)**

**Please note the clarifications or change(s) made on this proposal:**

**Question:** Reference Part IV Statement of Needs, Section C, Question # 30: Can you provide more information on what would constitute an "issue"? What is the level of information that you are looking for?

**Answer:** **JMU defines an "issue" as any litigation. It is acceptable to provide dates, reasons, and resolution for each litigation issue within the previous five (5) years.**

**Question:** Is it possible to obtain copies of the proposals form the last solicitation?

**Answer:** **Successful proposals from previous VASCUPP institution solicitations are within the awarded contracts and may be viewed at [www.vascupp.org](http://www.vascupp.org) . Unsuccessful proposals must be requested from the procurement department of the VASCUPP institution that issued the solicitation.**

Sincerely,

LeeAnne Beatty Smith, CPPB, VCA, CUPO  
Buyer Senior, Contract Purchases  
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August 13, 2018

**ADDENDUM NO. FOUR**

**TO ALL OFFERORS:**

**REFERENCE:** Request for Proposal No: **RFP# LBS-997**  
RFP Issue Date: **June 22, 2018**  
Commodity: **Collection Services**  
RFP Closing On: **August 16, 2018 at 2:00 p.m. (Eastern)**  
**August 21, 2018 at 2:00 p.m. (Eastern)**

**Please note the clarifications or change(s) made on this proposal:**

**The closing date and time has been extended to August 21, 2018 at 2:00 p.m. Eastern.**

Question: Will each university supply the original Date of Default/Delinquency at time of placement in order to establish a valid Statute of Limitations?

**Answer: State funded schools do not have a statute of limitation on their debts.**

Question: Will collection costs be allowed and added to non-Perkins placements? If so, what authority does each university have to allow collection costs to be added to the amount placed?

**Answer: Most VASCUPP schools add collection costs to non-Perkins placements and each school will communicate their process to selected Contractors. Authority is pursuant to Sec 2.2-4805 et seq., of the Code of Virginia, and in accordance with rules and regulations promulgated by the State Comptroller and Attorney General of the Commonwealth of Virginia.**

Question: How will the collection costs to be imposed on an account be communicated by each university to us?

**Answer: This is communicated at the time of placement.**

Question: What are the schools' requirements regarding account retention?

**Answer: This varies by university and will be communicated by the university to each new Contractor.**

Question: Reference page 25, Letter J, Payment (d) of the RFP: This term and condition states that, "The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail...". Please clarify if this statement is referring to the consumer payments received and posted in our office or is the statement referring to payments made to the client by the agency.

**Answer: This refers to payments made by the university (agency) to Contractors.**

Question: Reference Part IV Section of Needs, Section C, Question # 17: Will the client accept a 14 day hold on payments to avoid returned payments?

**Answer: Offerors should describe the process used in the event that Non-Sufficient Funds (NSF) check is returned from a debtor's payment.**

Question: Reference Part IV Statement of Needs, Section C, Question # 15: Please define what is being referred to as "billing agent"?

**Answer: The billing agent for each VASCUPP school is listed within the background statement.**

Question: What are the collection fees currently being paid?

**Answer: The current collection fees are specified within the current contracts, which can be found at [www.vascupp.org](http://www.vascupp.org).**

Question: What are the settlement parameters (the % that can be forgiven) or does everything go through the VASCUPP schools?

**Answer: As specified within the Statement of Needs, "The Contractor shall not settle any balance or agree to a compromise within the prior written agreement of the VASCUPP institution."**

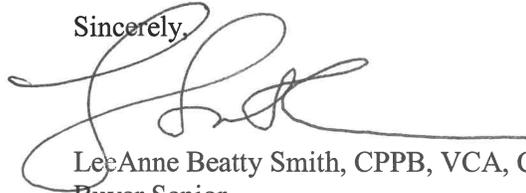
Question: How do we get the placements? Do the universities forward them?

**Answer: VASCUPP institutions will deal directly with Contractor(s) after award and will forward any placements.**

Question: How long do we keep the placements if we win the bid?

**Answer: The length of the placement is determined by each VASCUPP institution.**

Sincerely,



LeeAnne Beatty Smith, CPPB, VCA, CUPO  
Buyer Senior

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