

VCU

Procurement Services

May 2, 2018

Alltran
200 York Road
Oak Brook, IL 60523

RE: Contract #:6253333SW
Renewal No.: 3 of 4

Procurement Services
University Purchasing

912 W Grace Street, 5th Floor
Box 980327
Richmond, Virginia 23284

804 828-1077
Fax: 804 828-7837
TDD: 1-800-828-1120
www.vcu.edu/procurement

Dear Mr. Recchi:

Your firm's contract with Virginia Commonwealth University (VCU) for (debt collection services) expires on (June 6, 2018). VCU intends to exercise the renewal of this contract.

Your signature constitutes your firm's acceptance of this renewal, to include the optional use language and the eVA registration requirement provisions below.

OPTIONAL USE CONTRACT:

This contract is an optional use, requirements based contract. VCU is in no way required to make purchases from the Contractor and may, in its sole discretion, purchase the identical and/or similar goods/services from other sources. Any estimates/quantities identified on a purchase order issued against this contract do not represent a purchase commitment by VCU. Services shall be provided in accordance with the contract for the renewal period: (June 7, 2018) through (June 6, 2019).

Pricing remains the same as the previous contract period.

Attached is the revised pricing in accordance with the contract terms.

By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a new Certificate of Insurance listing VCU as the "Additional Insured", citing the contractor's name and contract number, mailed to VCU Risk Management, Box 843040, Richmond, VA.

Please return this document to me no later than (May 7, 2018). Email your response to me at: ewcharity@vcu.edu. If you have any questions, please contact me at (804) 828-0904.

Sincerely,

Earlene Charity
Earlene Charity, Senior Buyer

Contract:6253333SW

RESPONSE:

Alltran Education, Inc.

Name of Firm



Signature

Sean Dickson

Name Printed

COO

Title

6/4/18

Date

**VCU**

Make it real.

June 1, 2017

Enterprise Recovery Systems, Inc.
2400 South Wolf Road, Suite 200
Westchester, IL 60154

RE: Contract#: 6253333SW
Renewal No.: 2 of 4

Dear Mr. Recchi:

Your firm's contract with Virginia Commonwealth University (VCU) expires on June 6, 2017. VCU would like to extend the contract for an additional year at the same price, terms and conditions, starting from June 7, 2017 through June 6, 2018.

Your signature constitutes your firm's acceptance of this renewal, to include the optional use language and the eVA registration requirement provisions below.

OPTIONAL USE CONTRACT:

This contract is an optional use, requirements based contract. VCU is in no way required to make purchases from the Contractor and may, in its sole discretion, purchase the identical and/or similar goods/services from other sources. Any estimates/quantities identified on a purchase order issued against this contract do not represent a purchase commitment by VCU. Services shall be provided in accordance with the contract for the renewal period.

- Pricing remains the same as the previous contract period.
- Attached is the revised pricing in accordance with the contract terms.
- By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverage's required at the time the contract was awarded. At renewal, Contractor shall have a new Certificate of Insurance listing VCU as the "Additional Insured", citing the contractor's name and contract number, mailed to VCU Risk Management, P.O. Box 843040, Richmond, VA.

All other terms and conditions remain unchanged.

Please return this document to me at ewcharity@vcu.edu no later than June 5, 2017. If you have any questions; please contact me at (804) 828-0904.

Sincerely,

Earlene Charity, Senior Buyer
Services Category
(804) 828-0904

Contract #: Contract# 6253333SW

RESPONSE:

Name of Firm AllHray

Signature 

Name Printed Sean Dickson

Title C.O.O.

Date 6/6/2017



VCU

Make it real.

FIRST AMENDMENT TO CONTRACT NO. 6253333SW
 BY AND BETWEEN
 VIRGINIA COMMONWEALTH UNIVERSITY
 AND
 ENTERPRISE RECOVERY SYSTEMS, INC.

This First Amendment to Contract No. 6253333SW by and between Virginia Commonwealth University, hereafter referred to as "VCU", and Enterprise Recovery Systems, Inc., hereinafter referred to as "Contractor", is entered into as of the 5th day of January, 2017.

WHEREAS, VCU and Contractor entered into Contract No. 6253333SW, dated June 7, 2015 ("the Contract");

WHEREAS, VCU desires to continue to obtain the services that Contractor offers as revised herein;

WHEREAS, Contractor agrees to continue to provide the services to VCU as revised herein;

WHEREAS, the Contract provides for changes to the terms of the Contract through a changes provision set forth in the General Terms and Conditions, clause O (Changes to the Contract); and

WHEREAS, VCU and Contractor desire to revise the Contract in accordance with the clauses described above,

NOW THEREFORE, VCU and Contractor agree to enter into this Amendment to allow the following changes and additions to the Contract:

1. It is acknowledged that Contractor has exercised a rebranding, and as of Sept. 1, 2016, is now known as Alltran Education, Inc.
2. All Contractor obligations under this Contract are now being performed by Alltran Education, Inc. and otherwise remain unchanged from those designated in the Contract.

This Amendment shall become effective upon execution of this Amendment by VCU and Contractor. All other terms and conditions of the Contract shall remain in full force and effect.

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

VIRGINIA COMMONWEALTH
 UNIVERSITY

By: Brenda Mowen

Brenda Mowen
 Director of Procurement Services

Date: 1/13/17

CONTRACTOR

By: [Signature]

Name Printed: Sean Dickson
 Title: C.O.O.

Date: 1/16/2017



VCU

April 28, 2016

Enterprise Recovery Systems, Inc.
2400 South Wolf Road, Suite 200
Westchester, IL 60154

RE: Contract #: 6253333SW
Renewal No.: 1 of 4

Dear Mr. Recchi:

Your firm's contract with Virginia Commonwealth University (VCU) expires on June 6, 2016. VCU would like to extend the contract for one additional year at the same price, terms and conditions, starting from June 7, 2016 through June 6, 2017.

Your signature constitutes your firm's acceptance of this renewal, to include the optional use language and the eVA registration requirement provisions below.

OPTIONAL USE CONTRACT:

This contract is an optional use, requirements based contract. VCU is in no way required to make purchases from the Contractor and may, in its sole discretion, purchase the identical and/or similar goods/services from other sources. Any estimates/quantities identified on a purchase order issued against this contract do not represent a purchase commitment by VCU. Services shall be provided in accordance with the contract for the renewal period:


Pricing remains the same as the previous contract period.

Attached is the revised pricing in accordance with the contract terms.

By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverage's required at the time the contract was awarded. At renewal, Contractor shall have a new Certificate of Insurance listing VCU as the "Additional Insured", citing the contractor's name and contract number, mailed to VCU Risk Management, P.O. Box 843040, Richmond, VA.

Please return this document to me no later than May 6, 2016 via electronically at sdwhite2@vcu.edu. Any questions, please contact me.

Sincerely,


Sandra D. White, VCO

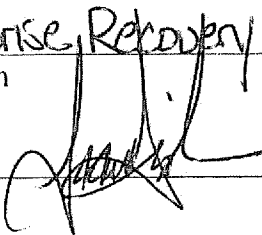
Category Manager, Services
(804) 828-0663

Contract #: 6253333SW

RESPONSE:

Enterprise Recovery Systems
Name of Firm

Signature



Name Printed

Sean Dickson

Title

C.O.O.

Date

5/5/2016



VCU

Make it real.

COMMONWEALTH OF VIRGINIA STANDARD CONTRACT

Contract Number: 6253333SW

This contract entered into by Enterprise Recovery Systems, Inc., hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Commonwealth 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:

PERIOD OF THE PERFORMANCE: From June 7, 2015 through June 6, 2016. This contract may be renewed upon written agreement of both parties for up to four (4) successive one-year periods.

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

The contract documents shall consist of:

- (1) This signed form;
- (2) The Request for Proposals No.:6253333SW dated March 26, 2015 including Addendum 1 and Addendum 2;
- (3) The Contractor's Proposal dated April 23, 2015; and
- (4) Attachment "A" Negotiation Modification Summary dated May 22, 2015.
- (5) Pricing Schedule Attachment 3 – Appendix 3 (20% Total Fixed Collection Fee).

All of which documents are incorporated herein by reference.

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

CONTRACTOR:

ENTERPRISE RECOVERY SYSTEMS, INC

By: Steven F. Rescchia

Name Printed: STEVEN F. RESCCHIA

Title: VICE PRESIDENT

Date: 5/28/2015

PURCHASING AGENCY:

Virginia Commonwealth University

By: Brenda Maxwell

Name Printed: BRENDA MAXWELL

Title: DIR of Procurement Serv

Date: 6/26/2015

VIRGINIA COMMONWEALTH UNIVERSITY
CLARIFICATION QUESTIONS AND NEGOTIATION POINTS

ATTACHMENT A
DEBT COLLECTION SERVICES
RFP No.: 6253333SW
May 26, 2015

Enterprise Recovery Systems, Inc.

1. Have there been any material changes in assets or liabilities since the balance sheet date sent to VCU?

Enterprise Recovery Systems, Inc. Response: There have been no material changes in assets or liabilities since the Financial Statement, dated March 31, 2014, provided to VCU.

VCU Response: VCU accepts and acknowledges ERS response.

2. Discuss your methodology for collection of International Tuition and Fees Accounts.

Enterprise Recovery Systems, Inc. Response: We provide services to borrowers residing in every state across the country and in countries all around the world. Today, more than ever, university campuses are seeing a growing trend of increased international student enrollment. As a result, ERS has developed a dedicated International Recovery Team to handle all International Collections. Each team member works from remote a remote office, enabling the agents to complete collection activities in the borrower's time zone. The ERS International Recovery Team is prompt, professional and ethical. This specialized unit allows ERS to deliver a fast and effective collection strategy to borrowers residing outside the United States.

For borrowers that speak a foreign language, multi-lingual Account Managers are made available to assist with interpretation. When it is determined that the borrower's account is language specific, the account is coded and transferred to a language specific Account Manager. ERS currently employs the multi-lingual recovery specialists including: Spanish, Greek, German, Italian, French, Russian and Polish. When the communication obstacle is eliminated, the process of collection is identical to our domestic recovery process.

Accounts will cycle through three (3) phases throughout the collection process:

Phase I: Placement of Account

Phase II: Skip Trace

Phase III: Account Resolution

Pre-Collection Activity

Upon portfolio placement, ERS reviews all new business placements to ensure the information on the file is accurate and we attempt to identify anomalies. ERS then scrubs the inventory for Death, Incarceration, Bankruptcy, and Litigious Borrower.

All accounts are batched to TransUnion for collectability score and best number available. From there accounts are assigned to an open collection unit. Account Managers will work these placements through a mix of dialing campaigns and manual work effort. Account Managers may request an Experian – Collection Advantage report which provides three possible numbers, possible Place of Employment (POE), and other pertinent information related to skip tracing. Account Managers must work all accounts thoroughly. In order for an account to be assigned to an Account Manager, they must have either contacted the borrower or verified employment. Accounts will stay with the Account Manager for a limited amount of time or if the borrower is in a voluntary repayment plan.

Scrubbing Accounts

Upon placement, accounts are sent to outside vendors for skip tracing. New placements are sent to LexisNexis to identify four (4) categories; Death, Incarceration, Bankruptcy and Litigious Borrower.

If an account has been identified as one of the four (4) categories we status the account accordingly and follow our procedures for handling these type of accounts. All accounts are sent to TransUnion for best known number and a collectability score. All phone numbers are scrubbed to identify landline or cellular specification. Additionally, all accounts are setup for triggers upon placement; therefore, ERS will be notified if a borrower were to update their demographic information at any time the account is active in our inventory.

Scoring Models

ERS scores accounts based on several categories provided to us through a proprietary product offered by Trans Union Corporation (CPS - Collection Prioritization). All accounts pass through the CPS model within the first two weeks of placement. ERS receives numerous demographics back from CPS.

Accounts with available credit lines, open mortgages and high FICO scores are presented to Account Managers in separate work queues for initial contact. Separate dialing campaigns are run on these accounts in an attempt to generate early activation.

In the absence of additional data, ERS will utilize services such as National Change of Address (NCOA) to validate addresses prior to initiating collection activity. Accounts are processed against Accurant for additional address verification, nearby information and potential death matches against the social security database. These activities occur within the first week of placement and ensure that accounts are properly prepared and collated as collection activity commences.

The following is a timeline for collection activity:

- **Day 1:** Accounts loaded, bankruptcy, death, and address scrub completed, validation notice generated.
- **Day 2:** Validation notice sent, account forwarded to **auto dialer route**, skip accounts in this route are immediately batched for skip tracing if the phone numbers/addresses are not good.
- **Day 15:** Accounts are moved to a **skip route** for manual skip tracing using our licensed services.
- **Day 61:** Accounts are moved to an **additional skip tracing needed route** for additional skip tracing using our licensed services.
- **Day 121:** Accounts are moved to a **secondary unit route**. Account moves to the back-end account resolution team to make contact and establish repayment terms. Additional skip tracing using our licensed services.
- **Day 331:** Accounts are moved to a **final resolution** route which is ERS' final resolution process, in which accounts are thoroughly audited to ensure all phone and possible skip attempts have been made. Accounts go through final passes on the Dialer Systems and go through final skip trace attempts. The account will remain in this route until day 365 if no contact is made and no payment arrangements setup the account is prepared for return back to the client.

Through a partnership with PeerTransfer, an online payment forum, ERS has capitalized on an innovative way to streamline international education payments. This enterprise has yielded payments from countries all around the world including; Australia, British Virgin Islands, Canada, Colombia, Germany, Italy, Mexico, Nigeria, Peru, Republic of Korea, Spain, Switzerland, Trinidad and Tobago, the United Kingdom and Zimbabwe, just to name a few. PeerTransfer eliminates hidden bank fees – ensuring proper payment amounts are received and permits the borrower to pay their balance in their own currency.

VCU Response: VCU accepts and acknowledges ERS response.

3. Are you set up to send all payments to VCU through ACH?

Enterprise Recovery Systems, Inc. Response: ERS will send all funds via Automated Clearing House (ACH), per University requirements. A Statement of Account report and invoice will be provided by the 5th of the following month.

VCU Response: VCU accepts and acknowledges ERS response.

4. The price rate submitted; please confirm your Best and Final Offer

Enterprise Recovery Systems, Inc. Response: ERS confirms our Best and Final Offer as the price rate submitted; Total Fixed Collection Fee - Percent (%) of Collected Amount: **20%**

VCU Response: VCU accepts and acknowledges ERS response.

5. Can your firm process a VCU define Referral/Placement file layout with a fixed file format in ASCII text?

Enterprise Recovery Systems, Inc. Response: ERS' IT Department can process Referral/Placement file formats to meet VCU specifications. Formatting can be easily accommodated through ASCII data in fixed or variable length fields.

VCU Response: VCU accepts and acknowledges ERS response.

6. Does your firm have the capabilities to accept SSL FTP file transmissions using the industry standard secure FTPS port 990?

Enterprise Recovery Systems, Inc. Response: ERS supports multiple methods of secure file transfer to accommodate the varying requirements of our customers. VCU may transmit data files to our Secure File Transfer Protocol (SFTP) site and/or our secure download site on our client web portal (Navigate) for the purpose of placing accounts with ERS. File transmissions from our client web portal are SFTP encrypted, downloaded, and subsequently migrated into our collection management system.

- Ftps.ersinc.com – Our secure file transfer server contains transport layer and SSL layer security. The ERS FTPS server is built on Solarwinds' Serv-U Gateway platform, which is PCI-DSS 2.0 compliant. The SSL certificate is issued by GeoTrust Certificate Authority.

VCU Response: VCU accepts and acknowledges ERS response.

7. Discuss end of contract with Department of Education-do you wish to go forward with Collection RFP.

Enterprise Recovery Systems, Inc. Response: ERS was not renewed on our existing DOE contract; however we are still eligible and awaiting award on the new procurement. Regardless of the outcome, ERS is still extremely interested in a partnership with Virginia Commonwealth University. It should be noted, the ERS' College & University unit, aka Campus Based Collections, operates autonomously from our DOE unit with separate Management, Account Managers, and support staff.

VCU Response: VCU accepts and acknowledges ERS response.

8. **COOPERATIVE PROCUREMENT:**

- A. It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institution or lead-issuing institution's affiliated foundations may access any resulting contract(s) if authorized by the contractor.
- B. Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms.
- C. The Contractor shall notify the lead issuing institution in writing of any entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate.
- D. The Contractor shall provide usage reports for all entities accessing the Contract upon request. Participating entities shall place their own orders directly with the Contractor(s) and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the lead-issuing institution.
- E. The lead-issuing institution 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 lead issuing institution is not responsible for the acts or omissions of any entity, and will not be considered in default of the Agreement no matter the circumstances.
- F. The Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes.

ERS Response: **ERS accepts and acknowledges VCU provision.**



Request for Proposals

RFP No.: 6253333SW

RFP Title: Debt Collection Services

Date: March 26, 2015



College of William and Mary
George Mason University
James Madison University
Old Dominion University
Radford University
The University of Virginia
Virginia Commonwealth University
Virginia Military Institute
Virginia Tech

A VASCUPP Member Institution

REQUEST FOR PROPOSALS RFP# 6231585SW

Issue Date: March 26, 2015
Title: Debt Collection Services
Issuing and Using Agency: Virginia Commonwealth University
Attention: Sandra White
912 West Grace Street, 5th Floor
P.O. Box 980327
Richmond, Virginia 23298-0327

Period of Contract: One (1) year with four (4) successive one-year periods.

Proposals for furnishing the services described herein will be received until **11:00 a.m. EST on April 22, 2015.**

All inquiries for information should be directed to: Issuing Agency, address listed above or to phone (804) 828-0663; email to sdwhite2@vcu.edu; fax (804) 828-9188; VOICE TDD (800) 828-1120.

This solicitation and any addenda are posted on the eVa website at: <http://www.eva.virginia.gov>.

HARD COPY, ORIGINAL PROPOSALS MUST BE RECEIVED IN VIRGINIA COMMONWEALTH UNIVERSITY'S OFFICE OF PROCUREMENT SERVICES ON OR BEFORE THE DATE AND TIME DESIGNATED ON THIS SOLICITATION. ELECTRONIC SUBMISSIONS AND FACSIMILE SUBMISSIONS WILL NOT BE ACCEPTED IN LIEU OF THE HARD COPY, ORIGINAL PROPOSAL. VENDORS ARE RESPONSIBLE FOR THE DELIVERY OF THEIR PROPOSAL. PROPOSALS RECEIVED AFTER THE OFFICIAL DATE AND TIME WILL BE REJECTED. THE OFFICIAL DATE AND TIME USED IN RECEIPT OF RESPONSES IS THAT TIME ON THE CLOCK OR AUTOMATIC TIME STAMP IN THE OFFICE OF PROCUREMENT SERVICES.

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO VIRGINIA COMMONWEALTH UNIVERSITY, PROPOSAL PROCESS DEPARTMENT, P.O. Box 980327, RICHMOND, VA 23298-0327. **IF PROPOSALS ARE HAND DELIVERED OR SENT BY COURIER, DELIVER TO:** VIRGINIA COMMONWEALTH UNIVERSITY OFFICE OF PROCUREMENT SERVICES, 912 WEST GRACE STREET, 5th FLOOR, RICHMOND, VIRGINIA 23284. THE RFP NUMBER, DATE AND TIME OF PROPOSAL SUBMISSION DEADLINE, AS REFLECTED ABOVE, MUST CLEARLY APPEAR ON THE FACE OF THE RETURNED PROPOSAL PACKAGE.

In compliance with this request for proposals and to all conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services described herein in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation. Furthermore, the undersigned agrees not to start any work relative to this particular solicitation until a resulting formal signed Purchase Order is received by the Contractor from University Purchasing. Any work relative to this solicitation performed by the Contractor prior to receiving a formal signed Purchase Order shall be at the Contractor's own risk and shall not be subject to reimbursement by the University. **Signature below constitutes acknowledgement of all information contained through links referenced herein.**

NAME AND ADDRESS OF FIRM:

_____ Date: _____
_____ By (Signature In Ink): _____
_____ Zip Code _____ Name Typed: _____
E-Mail Address: _____ Title: _____
Telephone: (____) _____ Fax Number: (____) _____
Toll free, if available **Toll free, if available**
DUNS NO.: _____ FEI/FIN NO.: _____

MINORITY-OWNED BUSINESS: () YES () NO WOMEN-OWNED: () YES () NO
REGISTERED WITH eVA: () YES () NO SMALL BUSINESS: () YES () NO
VIRGINIA DMBE CERTIFIED: () YES () NO VIRGINIA DMBE CERTIFICATION#: _____

A pre-proposal conference will be held. See Section V herein.

THIS SOLICITATION CONTAINS 31 PAGES

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ATTACHMENTS:

1. Appendix 1- Participation in State Procurement Transactions Small Business and Businesses Owned by Women and Minorities
2. Appendix 2 – Invoicing and Payment
3. Attachment 3 – Debt Collection Services Price Schedule

I. PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals from qualified firms to provide debt collection services for the first and second referrals of delinquent accounts receivable that the Virginia Commonwealth University (VCU) currently has or may have in the future. Services shall include, but are not limited to, the collection of delinquent tuition and fee, loan and returned check balances.

Interested firms must demonstrate their ability and capacity to complete the full scope of services outlined in this Request for Proposal (RFP).

II. OPTIONAL USE CONTRACT, INDEFINITE QUANTITY, MULTIPLE AWARDS

Any resulting contract(s) will be an optional use contract. VCU is in no way required to make purchases from the Contractor and may, in its sole discretion, purchase the identical and/or similar goods/services from other sources.

III. THE UNIVERSITY

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 16 varsity sports compete at the NCAA Division I level as members of the Colonial Athletic Association. In recent years, VCU has participated in NCAA Tournaments in men's and women's basketball, baseball, golf, men's soccer and men's and women's tennis, including the VCU men's basketball's run to the Final Four.

IV. REPORTING AND DELIVERY REQUIREMENTS

It is the policy of the Commonwealth of Virginia that 42% of its purchases be made from small businesses 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 or other contractual opportunities.

Use of Subcontractors: If the Offeror intends to use subcontractors to perform any portion of the work described in this RFP, the Offeror must clearly state so. VCU is placing increased emphasis on its SWAM (Small, Women, and Minority Owned) business program and is interested in identifying any potential opportunities that may be available to engage SWAM vendors to certified by the Virginia Department of Small Business and Supplier Diversity (DSBSD) through new or existing contracts. **Identify and list any such opportunities that your firm would commit to if awarded this contract in Attachment 1 Appendix 1- Participation in State Procurement Transactions Small Businesses and Businesses Owned by Women and Minority.** The Offeror's response must include a description of which portion(s) of the work will be sub-contracted out and the names and addresses of potential subcontractor under the Contract.

By submitting a proposal, Offerors certify that all information provided in response to the Request for Proposals is true and accurate. Failure to provide information required by this Request for Proposals will ultimately result in rejection of the Proposal.

**REPORT ON THE PARTICIPATION OF SMALL BUSINESSES AND BUSINESSES
OWNED
BY WOMEN AND MINORITIES**

Unless the contractor is a DSBSD certified small business, the contractor shall submit quarterly reports on the direct involvement of Department of Small Business and Supplier Diversity (DSBSD) certified SWaM Businesses in the performance of the contract. The report shall specify the actual dollars spent to date with Small Businesses, Women-Owned Businesses, and Minority-Owned Businesses based upon the Contractor's commitment for utilization of DSBSD SWaM Businesses.

The Contractor shall provide this information to:

Virginia Commonwealth University
Department of Procurement Services
Attn: Tonia Darrisaw
912 W. Grace Street, POB 980327
Richmond, VA 23284
Email: tdarrisaw@vcu.edu

Failure to submit the required information will be considered a contract compliance issue and will be addressed accordingly. In addition, failure to submit the required information will result in invoices being returned without payment.

V. PRE-PROPOSAL CONFERENCE

An optional pre-proposal conference will be held at

**10:00 a.m.
April 6, 2015
912 West Grace Street, 5th Floor
Richmond, Virginia 23284**

The purpose of the conference is to allow Offerors an opportunity to ask questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference is optional, Offerors who intend to submit a proposal are highly encouraged to attend and to have a copy of the solicitation to reference. Any questions and answers that are presented during the conference or any changes to the solicitation resulting from this conference will be issued in a written addendum to the solicitation.

Firms may participate in the pre-proposal conference via conference call. Dial in information is below:

- “Dial-In” numbers:
866-842-5779 (United States and Canada)
832-445-3763 (International)
- Conference Code # 8291055716, Enter when prompted followed by the # sign.
- “Dial-In” at the scheduled date and time.

Firms who participated in the pre-proposal conference via conference call shall submit an email to sdwhite2@vcu.edu within three (3) business days of the pre-proposal conference, confirming their participation with contact information.

VI. QUESTIONS:

Firms are encouraged to submit questions regarding the solicitation three days (3) in advance of the pre-proposal conference by email to: sdwhite2@vcu.edu.

The last day for any questions shall be April 10, 2015.

VII. STATEMENT OF NEEDS:

A. Background Information: The Virginia Commonwealth University (VCU) will take the appropriate and cost-effective actions to aggressively collect accounts receivable. The contract(s) resulting from this solicitation shall be in accordance with the applicable rules and regulations described herein.

1. Account Receivables:

a) The account receivables resulted from:

- (1) Federal (Perkins and Title VII) and VCU loans to student for tuition and fees; and
- (2) Bad checks.

b) The Following is a current breakdown of VCU’s outstanding accounts as of November 7, 2014:

Description	Number of Accounts	Outstanding Balance
Student Loans	2,713	\$9,277,441.00
Tuition and Fees	9,571	\$36,976,508.00
Miscellaneous	376	\$232,983.00
Total	12,330	\$46,480,932.00
Note: Historical data is not available.		

(1) The average of the accounts at the time of placement under the current contract, and going-forward, varies from as recently as 180 days, to the med- 1990s.

(2) Factors that affect the age of an account include:

- (a) Whether or not the debtor makes payments;
- (b) Whether or not judgment is obtained;
- (c) Whether or not wages can be garnished; and
- (d) Whether or not the debtor resides in Virginia.
- (e) Note: VCU does not track the historical average age of the accounts.

(3) The Total aggregate amount collected for VCU by outside agencies:

- (a) Fiscal Year 2011 is \$187,154.00.
- (b) Fiscal Year 2012 is \$139,053.00.
- (c) Fiscal Year 2013 is \$244,886.00.
- (d) Note: The Fiscal Year cycles July through June. VCU does not currently track the contractor's collection rate.

2. VCU Pre-Collection Attempts:

- a. VCU will make an appropriate written demand to the debtor, informing the debtor of the consequences of the debtor's failure to make payment prior to placing the account for collection.
- b. VCU's in house collection efforts (prior to placing an account for collection under the contract) include:
 - (1) Letters to the debtor;
 - (2) Ligation;
 - (3) Note: Litigation, if pursued by VCU, may have already occurred prior to placement with the Contractor;
 - (4) Garnishment;
 - (5) Debt Set-Off.

3. Current Contract Information:

- a. The current contract was established for one year, with four successive, one (1) year renewal periods. Current contract expires June 2015.
- b. The current contract will result in a five (5) year contract period.
- c. The current contract does not include the following:
 - (1) Legal/litigation services; or
 - (2) Bankruptcy services.

d. The total aggregate monies paid to the current contractors was:

(1) \$37,310 for Fiscal Year 2011

(2) \$27,811 for Fiscal Year 2012.

(3) \$48,977 for Fiscal Year 2013.

4. New Contact Information:

a. Contract Period: VCU anticipates that any contract(s) resulting from this RFP will be effective in July 2015, or on a date established mutually by VCU and the Firms(s) selected for an award.

b. Accounts Placement:

(1) Existing Accounts:

(a) VCU does not anticipate that accounts (or any backlog) placed with a current Contractor(s) will be moved to the Contractor(s) awarded a contract as a result of this RFP as one (1) time placement at the beginning of the new contract;

(b) VCU anticipates that;

(i) Accounts in repayment status will remain with the current contractor.

(ii) Accounts that are closed and returned by current contractor to VCU may be placed with the Contractor(s) awarded a contract as a result of this RFP.

(2) New Accounts:

(a) In the event of multiple contractors, VCU will assign the accounts to be placed with the Contractors randomly; VCU does not assign accounts based upon the account type.

(b) VCU anticipates that new accounts will be placed with the Contractor(s) awarded a contract as a result of this RFP, within sixty (60) days of the effective date of the contract.

c. Account Value:

(a) The quarterly dollar value of the accounts to be placed with the Contractor(s) will vary; however, VCU anticipates that the quarterly dollar value of the accounts placed with the Contractor (per Contractor in the event of multiple awards) will be approximately \$100,000.

(b) Note: VCU does not have information regarding the dollar value by account type.

d. Anticipated Rate of Liquidations: VCU anticipates a rate of liquidation of approximately twenty (20%) percent.

5. Current Billing Services: The current billing servicer is Campus Partners.

B. Specific Requirements: At minimum, the Contractor should:

1. Collection Services (Financial): The Firm shall provide and perform all labor, supervision, equipment, materials, supplies and incidentals, etc. (as applicable) necessary to provide debt collection services.
2. All debt collection services (financial) in strict accordance with all proper and lawful means to include, but not limited to:
 - a. The Fair Debt Collection Practice Act (P.L. 96-109);
 - b. Virginia Debt Collection Act (§ 2.2-4800 et seq.),
 - c. Any regulations established by the federal Trade Commission specifically relating to the Gramm-Leach-Bliley Act:

Gramm-Leach-Bliley Act:

The Contractor shall comply with the 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.

- d. State regulatory agency requirements; and
- e. Any “due diligence” requirements promulgated by relevant authorities.
- f. Confidentiality Requirements: The Contractor and all of its employees who may come into contact with taxpayer information shall adhere to the applicable laws regarding the confidentiality and unauthorized disclosure of tax information.

The Contractor should obtain repayment agreements.

Contractor shall maintain adequate cash-handling procedures and controls throughout the contract period. Period audits of the Contractor’s cash-handling procedures and controls may be conducted by the VCU.

3. Account Types: The Firm shall provide or perform debt collection services (Financial) for unpaid accounts for the following types of accounts.
 - a. Tuition and Fees;
 - b. Student Loans;
 - c. Returned Checks; and
 - d. Miscellaneous Receivable accounts.

4. Volume and Collection Value: Promptly accept and undertake for collection, all unpaid accounts that VCU refers to the Contractor for collection, regardless of the number of accounts and the amount to be collected.
5. Collection Requirements: At a minimum, the Firm should:
 - a. Collection Efforts: Implement collection procedures that achieve the maximum recovery of debt.
 - b. The Firm should include in their collection efforts, but not limited to the following:
 - (1) A reasonable number of telephone calls;
 - (2) No less than five (5) mail efforts;
 - (3) Skip tracing procedures (as required); and
 - (4) Asset location in order to satisfy judgments.
6. Suspend Accounts: Suspend action either temporarily or permanently, on any account placed by VCU, upon notification by VCU to do so.
7. Return Accounts:
 - a. Contractor Request: Make every effort to collect an account prior to requesting to return an account to VCU.
 - b. The Contractor may return an account to VCU, upon prior approval by VCU when:
 - (1) The debtor is known to have assets and refuses to pay;
 - (2) The debtor has legal counsel or files for bankruptcy;
 - (3) The debtor refuses to pay because the debtor disputes the underlying debt;
 - (4) A statute of limitations is about to run out; or
 - (5) The firm has actual knowledge that collectability will be rendered ineffectual by failure to take legal action.
8. VCU Request to Return an Account:
 - a. VCU reserves the right to request the return of an account for any reason.
 - b. In the event a debtor proposes a compromise of an account.
 - c. In the event the Contractor has failed to secure collection on an account within (12) months from the time VCU assigned the account to the Contractor:
 - (1) The Contractor may request an extension of the twelve (12) month time frame from VCU.
 - (2) VCU at its sole discretion will determined whether or not to grant an extension.
9. Compromises: Obtain prior approval from VCU: VCU will obtain approval of any compromises from the Commonwealth of Virginia Attorney General, pursuant to Section 2.2-514, Code of Virginia (Comprise and Settlement of Disputes).
10. Contractor Account Referrals: The Contractor shall not refer an account placed with the Contractor by VCU to another collection agency, without prior approval by VCU.

11. Legal Action:

- a. Not refer an account placed with the Contractor by VCU, to an attorney.
- b. Not file a lawsuit on an account placed with the Contractor, by VCU.
- c. Indemnify and hold VCU harmless for any liability or cost of defense, as a result of the Contractors' actions.

12. Bankruptcy Action: The Contractor will not provide or perform bankruptcy services on an account that is subject to bankruptcy proceedings. The Contractor shall notify VCU immediately in writing of any bankruptcy notices.

13. Capability to handle International Collections: It is VCU desire that consideration be given to agencies who also include international collection in their proposal. Partnering with others in order to address international collections would be a consideration.

C. Compensation Requirements:

1. Active Contractor Accounts: For payments made directly to VCU, while the account is with the Contractor.
2. Debtor Compromise: Based upon the accepted amount of the compromise, not based upon the amount of the account originally referred to the Contactor for collection.
3. Return Accounts: If the debtor makes payment within sixty (60) days of the return of the agency or to an attorney. The Contractor should not be entitled to compensation for the following:
 - (a) For accounts returned to VCU for legal action.
 - (b) Due to funds collected as a result of VCU exercising its authority for right of set-off, granted by the Code of Virginia; VCU will promptly notify the Contractor of any set-off monies received.

D. Reporting Requirements:

1. Return Accounts:
 - a. The Contractor shall provide a detailed report for each account returned to VCU regardless of the reason why the account was returned.
 - b. The detailed report for each account returned includes the history of the following:
 - (1) Contacts;
 - (2) Correspondence;
 - (3) Addresses and/or locator information developed by the Contractor; and
 - (4) Assets.
2. Open Accounts: A detailed quarterly report that documents the inventory of "open accounts".

3. Close-Out Accounts: The Contractor shall provide a detailed monthly report with each invoice.
4. Contractor Compliance: The Contractor shall provide an annual notice to VCU, documenting the Contractor's compliance status with the Student Assistance General Provisions Section 668.23 (Perkins Loan Attestation Audit).

E. Remittance/Invoicing Requirements:

1. Remittance:

- a. Remit the entire amount of each collection to VCU, on a monthly basis.
- b. Be capable of accepting and remitting payments utilizing Electronic Data Interchange ("EDI", refer to Section IX., Special Terms and Conditions: Electronic Data Exchange).

2. Invoicing:

- a. The Contractor should invoice VCU: In accordance with the collection fee (refer to Attachment 3 – Debt Collection Services Price Schedule.
 - (1) The collection fee should include all applicable costs, expenses, etc., incurred by the Contractor in the collection of accounts for VCU.
 - (2) On Monthly Basis: The invoiced amount should be the collection fee based upon the amounts collected during the previous period.
- b. Submit an analysis report with each invoice that supports the invoiced amount; at minimum, the analysis report should include the:
 - (1) Name of the debtor;
 - (2) Account number;
 - (3) Date of payment by the debtor;
 - (4) Payment amount;
 - (5) Total amount paid to the vendor; and the
 - (6) Total amount paid to VCU.

c. Send Invoices to:

Virginia Commonwealth University
Treasury Services
Attn: James E. Stables
P.O. Box 843054
Richmond, VA 23284-3054

F. Contractor Personnel Requirements:

1. At a minimum, the Contractor should:

- a. Assign a designated Business Account Manager for VCU; the Business Account Manager should:

- (1) Assist VCU with resolving problems (e.g., invoices, disputes, etc.,)
 - (2) Be accessible via:
 - (a) Toll-Free telephone number; and
 - (b) Email address.
 - b. Provide VCU with the Business Account Manager(s):
 - (1) Name;
 - (2) Toll-free telephone number;
 - (3) Email address; and
 - (4) Hours of availability Eastern Standard Time (EST).
2. All Contractor personnel should conduct themselves and represent VCU, in a professional and positive manner, during all deliberations and dealings with borrowers.
3. Statement of Confidentiality:
- a. The Contractor's personnel may have access to confidential information regarding employees, students, patients, or the public, or to proprietary or other confidential business information belonging to Virginia Commonwealth University (VCU). VCU and its employees, students, patients, or others may suffer irreparable harm by disclosure of confidential or proprietary information and VCU may seek legal remedies available to it should such disclosure occur.
 - b. The Contractor's personnel shall not:
 - (1) Access data that is unrelated to their job duties at VCU.
 - (2) Disclose to any other person, or allow any other person access to, any information related to VCU that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic email messages, voice mail communication, written documentation, "loaning" computer access codes, and/or other transmission or sharing of data.
4. Gramm-Leach-Bliley Act: The Contractor shall comply with the Act by implementing and maintain 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.

VIII. PROPOSAL RESPONSE REQUIREMENTS AND SUBMISSION INSTRUCTIONS

A. General Instructions:

Proposal response must be written in the same order as outlined below. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities. Emphasis should be placed on completeness and clarity of content. Proposals which are substantially incomplete or lack key information may be rejected by VCU.

1. Return the RFP cover and sheet and all addenda acknowledgements, if any, signed and filled out as required.
2. Experience and Qualifications of the Firm:
 - a. Letter of Introductions: Provide a letter of introductions to include the official name and address of the firm submitting the proposal, the Request for Proposal name, number and issue date, and the name, address, and telephone number of person(s) who will be authorized to act on behalf of the Offeror and bind the Offeror to all commitments made in the proposal and negotiations.
 - b. Submit a narrative statement in your own words that describes the statement of needs requested in the RFP.
 - c. Describe your business structure to include the relationship between any parent company and subsidiaries, if applicable to your firm.
 - d. Briefly identify the benefits to Virginia Commonwealth University (VCU) of using your firm's goods and services and why contracting with your firm would be the best decision for VCU.
 - e. Describe the experience and qualifications of the persons your firm will use in providing the goods and services. Identify whether the persons are employees of your firm or partners or subcontractors.
 - f. Describe in detail, the collection services (financial) that your company can perform and provide debt collection services (financial) as specified in this RFP.
 - g. Describe in detail, the typical types of accounts for which your company performs and provide debt collection services (financial); specifically address Perkins cohort accounts); and explain the methodologies employed to conduct these collection services (financial).
 - h. By my signature on this solicitation, I certify that my firm and any subcontractors are properly licensed for providing the goods/services specified. Attached to your proposal a correct and complete copy of licenses, operating permits or other authorization that allow your firm to provide Debt Collection Services.
3. Capability of the Firm:
 - a. Describe in detail, the proposed approach (work plan, to include all associated data elements and activities) for performing and providing collection services (financial) specified in, and in.
 - b. Provide an overview of your firm's financial status that may 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.
 - c. Describe in detail, the types of administrative services and support services (to include automated support) / collection software typically provided by your company, **at no additional cost**, associated with the collection services (financial) specified in, **and** in response to, this RFP.

- d. Identify all debt collection services (financial) performed and provided 'in-house.'
 - e. Identify the types of, **and** how often, your company subcontracts, debt collection services (financial).
 - f. Discuss the different ways your firm is able to transmit accounts.
 - g. Describe your firm's availability to start work immediately upon award and to dedicate staff until completion of the project. Describe how your firm would handle the transition from the current contractor to your firm. Identify issues to be addressed and describe what steps your firm would take to minimize the impact on the agencies using the current contract.
4. Methodology and Approach:
- a. Describe in detail, the proposed approach (work plan, to include all associated data elements, activities, and personnel) for performing and providing debt collection services (financial).
 - b. Discuss ability to collect accounts nationally and file reports with all major credit bureaus.
 - c. Discuss your firm's compliance with the Federal Fair Debt Collection Practices Act (FDCPA), any areas of previous non-compliance and corrective actions taken.
 - d. Describe your firm's cash-handling procedures and controls. Describe the standard methodologies to be employed to maximize the collection of account receivables for VCU, to include the minimum number of telephone calls to debtors; and the maximum number of telephone calls to debtors.
 - e. Describe in detail, your company's processes and policies in the event your company receives a Non-Sufficient Check (NSF) from a debtor.
 - f. Discuss what your firm considers to be custom programming. Identify the normal programming that will be included in your percentage-based collection fee, and the custom programming for which agencies will pay an extra hourly charge.
 - g. If the Commonwealth allowed different collection fees for first, second and third or more placements of debt, how would that affect the pricing submitted with your proposal?

5. Comparable Services of the Firm:

- a. Describe in detail, the typical types of accounts for which your company performs and provides debt collection services (financial; specifically address Perkins cohort accounts); and explain the methodologies employed to conduct these collection services (financial).
- b. Provide three (3) references for your firm preferably universities with volume and expenditure level similar to Virginia Commonwealth University (VCU). Each reference to include the name of the organization, a brief summary of the scope, complete mailing address, the name of the contact person with email address and telephone number.
- c. Provide three (3) references from other organizations where your firm has provided the goods and services offered in your proposal, and the length of time your firm has been providing such goods and services.
- d. Discuss the success rate of your firm in collecting outstanding debt and the length of time to collect accounts, including quantitative data.
- e. Provide evidence of affiliation with relevant professional associations (include length of time of affiliation).
- f. As a third party servicer, provide a copy of your firm's most recent federally required Student Financial Assistance compliance (attestation) audit, and any other reports regarding service compliance.
- g. Describe and submit a copy of all communication materials (literature, letters, notices, etc.) that your company typically issues to debtors.

6. Reporting and Usage Reports:

- a. Describe in detail, and submit a sample of each standard report that is generated.
- b. Describe in detail, your company's ability to customize reports; and submit a sample of customized reports.
- c. Identify the frequency of each report (i.e. weekly, monthly, etc.).
- d. Describe in detail, your company's status reporting procedures, to include the manner in which reports are submitted to the client.

7. Small, Women-Owned and Minority-Owned Business Commitment

Unless the firm is a DSBSD certified small business, it must submit and complete Appendix I which is available at:

http://documents.procurement.vcu.edu/purchasing/pdf_docs/forms/RFP_Website_Link_Appendix_1.pdf

DSBSD certified small businesses must include their certification number on the coversheet of this RFP, but are not required to complete Appendix I.

8. Proposed Fee: See RFP Attachment 3- Debt Collection Services Pricing Schedule).

9. Exceptions/Alternatives: Provide a detailed list of any exceptions taken to the Statement of Needs and Terms and Conditions sections of this RFP. For each exception, specify the RFP page number, the exception, by reference or in full text described in the RFP. Submit as a separate document in your proposal.

B. Proposal Submission Instructions

1. Complete and return cover page of the RFP. Proposals shall be signed by an authorized representative of the Contractor.
2. Complete and return signed addenda acknowledgments (if applicable).
3. Proposals should be organized in the order in which the requirements are presented in the RFP. It is helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. 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 an 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.
4. Blanket Fidelity Bond: 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. Refer to **Section IX. Special Terms and Conditions: Blanket Fidelity Bond.**
5. Insurance, Money and Securities: Certificate of such protection must be presented to the purchasing agency 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. Refer to **Section IX. Special Terms and Conditions: Insurance, Money and Securities.**

6. Complete and return Attachment 1 -Appendix 1 if applicable, which is also available at:
http://documents.procurement.vcu.edu/purchasing/pdf_docs/forms/RFP_Website_Link_Appendix_1.pdf
7. Complete and return Attachment 2 -Appendix II which is also available at:
http://documents.procurement.vcu.edu/purchasing/pdf_docs/forms/RFP_Website_Link_Appendix_2.pdf
8. Submit one (1) original and six (5) copies of each proposal of the entire proposal, including all attachments and proprietary information.
9. The original proposal must be clearly marked on the outside of the proposal. Submit two (2) unsecured, electronic copies (on a disc or flash drive) of the entire proposal including all attachments and any PROPRIETARY INFORMATION.

This disc or flash drive must be clearly marked on the outside that it includes proprietary information.
10. If applicable, the outside of the proposal must be marked to denote proprietary information is contained in the documents. Written notice of proprietary information must be submitted as a separate document in the proposal submission. Notice must specifically identify the applicable portions of the Contractor's proposal that contains data or materials to be protected and state the reasons why protection is necessary. In addition, the specific (i.e. specific words, figures or paragraphs) proprietary or trade secret material submitted must be identified. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable.
11. Submit one (1) unsecured electronic copy (on a disc or flash drive) of the entire Proposal; excluding proprietary information.
12. Communications regarding this Request for Proposals shall be formal from the date of issue for this RFP, until either a Contractor has been selected or University Purchasing rejects all proposals. Formal communications shall be directed to Sandra White, VCO. Informal communications, including but not limited to, request for information, comments or speculations, regarding this RFP to any University employee other than a Purchasing Department representative may result in the offending Contractor's proposal being rejected.
13. Additional information is available at:
http://documents.procurement.vcu.edu/purchasing/pdf_docs/forms/RFP_Website_Link_Additional_Information.pdf

IX. ORAL PRESENTATION

- A. Offerors who submit a proposal in response to this RFP may be required to conduct an oral presentation of their proposal to VCU. This provides an opportunity for the Contractor to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. Oral presentations are an option and may or may not be conducted. Should an oral

presentation be required, VCU will designate the date and location for the presentation; the date is critical and alternative dates will not be available.

- B. Offeror who are invited to conduct an oral presentation shall include the individual(s) who would be the primary point of contact for VCU on the Contractor's presentation team.

X. EVALUATION AND AWARD CRITERIA

- A. Proposals will be evaluated based upon the information provided in the Contractor's proposal using the following criteria: 1) Experience of the Firm, 2) Capabilities of Firm, 3) Comparable Services, 4) Small, Women-Owned and Minority-Owned Business Commitment, and 5) Price.
- B. Selection shall be made of two or more Contractors deemed to be fully qualified and best suited among those submitting proposals. Negotiations shall be conducted with Contractors so selected. After negotiations have been conducted with each Contractor so selected, the University shall select the Contractor which, in its opinion, has made the best offer, and shall award the contract to that Contractor. The University 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 reason why a particular proposal was not deemed to be the most advantageous. (Governing Rules Section 49.D) Should the University determine in writing and in its sole discretion that only one Contractor has made the best proposal, a contract may be negotiated and awarded to that Contractor. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation.
- C. Notice of Award(s) or Notice of Intent to Award may be accessed electronically at

<http://www.eva.virginia.gov>.

XI. 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://procurement.vcu.edu/> or a copy can be obtained by calling University Purchasing at (804) 828-1077.
- B. APPLICABLE LAW 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 all applicable federal, state and local laws, rules 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 Section 2.2-4311 of the *Virginia Public Procurement Act*. 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. (*Code of Virginia, § 2.2-4343.1*).

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) Virginia Commonwealth University is an equal opportunity/affirmative action institution providing access to education and employment without regard to age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability. As such, the Contractor will not discriminate against any employee or applicant for employment because of age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability or any other basis prohibited by state law related 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 submitting their proposals, Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of 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 the 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: 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 (Code of Virginia, § 2.2-4363).
 - f) Professional Fees shall be paid in thirds, 1/3 paid on initiation of the search, 1/3 paid upon delivery of qualified slate of candidates, and the final 1/3 paid upon placement of the candidate.

- g) If a hired candidate leaves the University's employee due to no fault of VCU within the first year of employment, the Executive Search Firm shall re-perform all of the work necessary to place a 2nd qualified candidate, however, shall only be paid out of pocket expenses that are preapproved plus travel and "not" any labor or other fees or expenses.
2. To Subcontractors:
- a) Contractor awarded a contract under this solicitation is hereby obligated:
 - i. 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
 - ii. To notify the agency and the Subcontractor(s), 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.
- K. PRECEDENCE OF TERMS: Paragraphs A-J of these General Terms and Conditions 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 one 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's Purchasing Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim or 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. 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.

- R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article, which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Unless the Offeror clearly indicates in its proposal that the product offered is an "equal" product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- S. **TRANSPORTATION AND PACKAGING:** By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- T. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverages 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 §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages 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. Worker's 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 requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
 2. Employers Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence. 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 per occurrence. (Only used if motor vehicle is to be used in the contract.)
- U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, Virginia Commonwealth University will publicly post such notice electronically at <http://www.eva.virginia.gov> for a minimum of 10 days.

- V. 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 violation 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.

- W. NONDISCRIMINATION OF CONTRACTORS: A bidder, 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, or against faith-based organizations or any other basis prohibited by state law relating to discrimination in employment. 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.
- X. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal 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 bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

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

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - b) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
2. For orders issued July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 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.

- Y. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA). The Selected Firm/Vendor acknowledges that for the purposes of this agreement it will be designated as a “school official” with “legitimate educational interests” in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Selected Firm/Vendor agrees use the education records only for the purpose of fulfilling its duties under this agreement for University’s and its students’ benefit, and will not share such data with or disclose it to any third party except as provided for in this agreement, required by law, or authorized in writing by the University.

XII. SPECIAL TERMS AND CONDITIONS

- A. GOVERNANCE: The terms and conditions of RFP #6253333SW govern the contract and not any Contractor terms and conditions or services agreement.
- B. 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 Virginia Commonwealth University will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- C. AUDIT: The Contractor shall retain all books, records, 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 agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- D. AUTHORIZED USERS: Virginia Commonwealth University is issuing this solicitation in cooperation with other agencies and institutions. Requirements of Executive Search Services have been combined, and the total estimated usage is shown within this solicitation. Virginia Commonwealth University is responsible for administering the program; therefore, correspondence should be directed to Virginia Commonwealth University. The Contractor shall provide a volume purchase report prior to contract expiration or renewal action.
- E. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the University shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

F. AWARD OF CONTRACT:

AWARD TO MULTIPLE CONTRACTORS: Selection shall be made of two or more Contractors 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 Contractors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Contractor so selected, the agency shall select the Contractor which, in its opinion, has made the best proposal, and shall award the contract to that Contractor. 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 reason why a particular proposal was not deemed to be the most advantageous. (Governing Rules Section 49.D) Should the Commonwealth determine in writing and in its sole discretion that only one Contractor is fully qualified, or that one Contractor is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Contractor. 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. Notice of Award(s) or Notice of Intent to Award may be accessed electronically at <http://www.eva.virginia.gov> for a minimum of 10 days.

- G. BEST AND FINAL OFFER (BAFO): At the conclusion of negotiations, the Contractor(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Contractor(s). The Contractor(s) proposal will be re-evaluated to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.
- H. PROPOSAL ACCEPTANCE PERIOD: Any proposal in response to this solicitation shall be valid for ninety (90) days. At the end of the ninety (90) days, the proposal may be withdrawn at the written request of the Contractor. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.
- I. CANCELLATION OF CONTRACT: The University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. In the event the initial contract period is for more than twelve (12) months, the resulting contract may be terminated by either party, without penalty, after the initial twelve (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.
- J. 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 **\$50,000** 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.
- K. 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 **\$50,000** for Loss Inside the Premises Coverage and not less than **\$50,000** for Loss Outside the Premises Coverage, naming the Commonwealth of Virginia as additional named insured as respects this contract. Certificate of such protection must be presented to the purchasing agency 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.

- L. PROMPT PAYMENT DISCOUNTS: Virginia Commonwealth University will pay within 30 days after acceptance.
- M. DRUG FREE WORKPLACE: The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees and/or agents performing services on state property are prohibited:
1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
 2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
 3. The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the Commonwealth in addition to any criminal penalties that may result from such conduct.

- N. IDENTIFICATION OF PROPOSAL: The proposal package should be identified as follows:

From:

_____	_____	_____
Name of Contractor	Due Date	Time
_____	_____	
Street or Box Number	RFP No.	
_____	_____	
City, State, Zip Code +4	RFP Title	
Name of Contract/Purchase Officer or Buyer:	_____	

The package should be addressed as directed on Page 2 of the solicitation.

If a proposal is not clearly identified, the Contractor takes the risk that the proposal 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.

- O. WARRANTY (COMMERCIAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the University by any other clause of this solicitation.
- P. 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 disqualified 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 Contractor to insure that its proposal reaches the issuing office by the designated date and hour.

- Q. 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.
- R. NEGOTIATION WITH THE LOWEST CONTRACTOR: Not Applicable
- S. ORDERING OPTION: Virginia Commonwealth University, may during the first 60 days after this contract is awarded, with the concurrence of the Contractor, place additional orders under the contract at the original unit price through the issuance of separate purchase orders. The aggregate of such additional orders shall not exceed 100% of the quantity originally stated in the contract.
- T. RENEWAL OF CONTRACT: The initial term of the contract shall be one (1) year. This contract may be renewed by the Commonwealth for four (4) successive one (1) year periods under the terms and conditions of the original contract.

Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew should be provided approximately sixty (60) days prior to the expiration date of each contract period: If the Commonwealth elects to exercise the option to renew the contract for an additional one (1) year period, the contract price(s) for the additional one (1) year shall not exceed the contract price(s) of the previous contract period increased/decreased by more than the percentage increase/decrease of the Service 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.

- U. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the University. 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.
- V. ELECTRONIC DATA INTERCHANGE: University Purchasing has a great interest in utilizing Electronic Data Interchange (EDI) to improve efficiency of operation in the transmission of purchasing related information. Contractors are encouraged to provide a statement indicating their current EDI capabilities and/or future plans to establish/improve their EDI capabilities.
- W. POLICY OF EQUAL EMPLOYMENT: Virginia Commonwealth University is an equal opportunity/affirmative action employer. Women, Minorities, persons with disabilities are encouraged to apply. The University encourages all vendors to establish and maintain a policy to

insure equal opportunity employment. To that end, Contractors should submit along with their proposals, their policy of equal employment.

- X. **COMMUNICATIONS:** Communications regarding this Request for Proposals shall be formal from the date of issue for this RFP, until either a Contractor has been selected or University Purchasing rejects all proposals. Formal communications shall be directed to University Purchasing. Informal communications includes; but not limited to, request for information, comments or speculations, regarding this RFP to any University employee other than a Purchasing Department representative may result in the offending Contractor's proposal being rejected.
- Y. **EVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The solicitation/contract will result in purchase order(s) with the eVA transaction fee specified below assessed for each order.
1. For orders issued July 1, 2011 thru December 31, 2013, the Vendor Transaction Fee is:
 - a) DSBSD-certified Small Businesses: 0.75%, Capped at \$500 per order.
 - b) Businesses that are not DSBSD-certified Small Businesses: 1%, Capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 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.

The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov

- Z. **ELECTRONIC COPIES OF PROPOSALS:** The successful Contractor may be required to provide the VCU Department of Procurement Services with a copy of the Contractor's entire original proposal (to include all attachments), and all subsequent correspondence (i.e., responses to requests for clarification and documents generated through the negotiation process) in an unsecured electronic format (i.e. email, disc – CD or DVD or flash drive). **VCU will post the Contractor's original proposal, and all subsequent correspondence on the VCU Office of Procurement Services Website, VCU shall not be responsible for the Contractor's failure to exclude proprietary information submitted in the unsecured electronic format).**

AA. GRAMM-LEACH-BLILEY ACT: The Contractor shall comply with the 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.

BB. QUANTITIES: Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown

CC. REJECTION OF PROPOSALS & WAIVER OF MINOR INFORMALITIES/IRREGULARITIES:

VCU reserves the right to reject any or all Proposals in part or in total for any reason, to accept any Proposal if considered best for its interest, and to waive informalities and minor irregularities in Proposals received, commensurate with best public procurement practices.

DD. DETERMINATION OF RESPONSIBILITY:

The Contract will be awarded to the responsive and responsible Proposer whose Proposal, conforming to the solicitation, will be most advantageous to VCU, technical and financial factors considered. A responsible Proposer is one who affirmatively demonstrates to VCU that it has adequate financial resources and the requisite capacity, capability, and facilities to perform the Contract, has a satisfactory record of performance on other comparable projects, has a satisfactory record of integrity and business ethics, and is otherwise qualified and eligible to receive award under the solicitation and laws or regulations applicable to the procurement. VCU reserves the right to investigate the capabilities of Proposers, confirm any part of the information furnished by a Proposer, and require other evidence to determine that the Proposer is responsible.

EE. DEBARMENT STATUS:

By submitting their proposals, Proposers 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.

FF. PROTEST:

Any Proposer who desires to protest the award or decision to award a contract shall submit the protest in writing to:

Director of Procurement Services
Virginia Commonwealth University
10 S. 6th Street, Suite 200
Richmond, VA 23219-3843

VCU will announce the award utilizing the Commonwealth of Virginia's e-Procurement system (eVA).

The protest must be received no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first.

However, if the protest of any actual or potential proposer depends in whole or in part upon information contained in public records pertaining to the procurement transaction that are subject to inspection under the Rules Governing Procurement of Goods, Services, Insurance, and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia Governed by Subchapter 3 of the Restricted Higher Education Financial and Administrative

Operations Act,, Chapter 4.10 (§23-38.88 et seq) of Title 23 of the Code of Virginia, §34, then the time within which the protest shall be submitted shall expire ten (10) days after those records are available for inspection by such proposer under §34, or at such later time as provided in this section.

VCU Notices of Award(s) or Notices of Intent to Award may be accessed electronically at <http://www.eva.virginia.gov>.

No protest shall lie for a claim that the selected proposer is not a responsible proposer.

The written protest shall include the basis for the protest and relief sought.

The VCU Director of Procurement Services shall issue a decision in writing within ten (10) days of receipt stating the reasons for the action taken. This decision shall be final unless the proposer appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in Section 54 of the Governing Rules.

Nothing in this paragraph shall be construed to permit an proposer to challenge the validity of the terms or conditions of the RFP.

“Days” as used in this paragraph refer to calendar days. If a deadline falls on a Saturday or Sunday, the next business day shall be considered to be the deadline.

A Proposal to Provide
Debt Collection Services

Prepared for:



VIRGINIA COMMONWEALTH UNIVERSITY
REQUEST FOR PROPOSAL: RFP# 6253333SW
DEBT COLLECTION SERVICES

Mr. Doug Hendrickson, Regional VP, Business Development

Mr. Steve Recchia, Vice President
ENTERPRISE RECOVERY SYSTEMS, INC.

2000 York Road, Suite #114

Oak Brook, Illinois 60523

1-800-446-4377

April 27, 2015



Issue Date: March 26, 2015
Title: Debt Collection Services
Issuing and Using Agency: Virginia Commonwealth University
Attention: Sandra White
912 West Grace Street, 5th Floor
P.O. Box 980327
Richmond, Virginia 23298-0327

Period of Contract: One (1) year with four (4) successive one-year periods.

Proposals for furnishing the services described herein will be received until **11:00 a.m. EST on April 22, 2015.**

All inquiries for information should be directed to: Issuing Agency, address listed above or to phone (804) 828-0663; email to sdwhite2@vcu.edu; fax (804) 828-9188; VOICE TDD (800) 828-1120.

This solicitation and any addenda are posted on the eVa website at: <http://www.eva.virginia.gov>.

HARD COPY, ORIGINAL PROPOSALS MUST BE RECEIVED IN VIRGINIA COMMONWEALTH UNIVERSITY'S OFFICE OF PROCUREMENT SERVICES ON OR BEFORE THE DATE AND TIME DESIGNATED ON THIS SOLICITATION. ELECTRONIC SUBMISSIONS AND FACSIMILE SUBMISSIONS WILL NOT BE ACCEPTED IN LIEU OF THE HARD COPY, ORIGINAL PROPOSAL. VENDORS ARE RESPONSIBLE FOR THE DELIVERY OF THEIR PROPOSAL. PROPOSALS RECEIVED AFTER THE OFFICIAL DATE AND TIME WILL BE REJECTED. THE OFFICIAL DATE AND TIME USED IN RECEIPT OF RESPONSES IS THAT TIME ON THE CLOCK OR AUTOMATIC TIME STAMP IN THE OFFICE OF PROCUREMENT SERVICES.

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO VIRGINIA COMMONWEALTH UNIVERSITY, PROPOSAL PROCESS DEPARTMENT, P.O. Box 980327, RICHMOND, VA 23298-0327. **IF PROPOSALS ARE HAND DELIVERED OR SENT BY COURIER, DELIVER TO:** VIRGINIA COMMONWEALTH UNIVERSITY OFFICE OF PROCUREMENT SERVICES, 912 WEST GRACE STREET, 5th FLOOR, RICHMOND, VIRGINIA 23284. THE RFP NUMBER, DATE AND TIME OF PROPOSAL SUBMISSION DEADLINE, AS REFLECTED ABOVE, MUST CLEARLY APPEAR ON THE FACE OF THE RETURNED PROPOSAL PACKAGE.

In compliance with this request for proposals and to all conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services described herein in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation. Furthermore, the undersigned agrees not to start any work relative to this particular solicitation until a resulting formal signed Purchase Order is received by the Contractor from University Purchasing. Any work relative to this solicitation performed by the Contractor prior to receiving a formal signed Purchase Order shall be at the Contractor's own risk and shall not be subject to reimbursement by the University. **Signature below constitutes acknowledgement of all information contained through links referenced herein.**

NAME AND ADDRESS OF FIRM:

Enterprise Recovery Systems, Inc.

2000 York Road

Oak Brook, IL Zip Code: **60523**

E-Mail Address: srecchia@ersinc.com

Telephone: **(800) 446-4377**

Toll free, if available

DUNS NO.: **# 604976399**

FEI/FIN NO.: **#36-3594864**

MINORITY-OWNED BUSINESS: () YES (X) NO

REGISTERED WITH eVA: () YES (X) NO

VIRGINIA DMBECERTIFIED: () YES (X) NO

Date: 4/23/15

By (Signature In Ink): Steven J Recchia

Name Typed: **Steve Recchia**

Title: **Vice President**

Fax Number: **(630) 574-0110**

Toll free, if available

WOMEN-OWNED: () YES (X) NO

SMALL BUSINESS: () YES (X) NO

VIRGINIA DMBE CERTIFICATION#:



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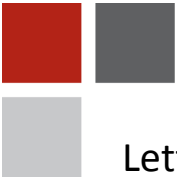
Exhibit III – Financial Statement - EXCLUDED IN THIS COPY

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Letter of Introductions

Ms. Sandra White
Virginia Commonwealth University
912 West Grace Street, 5th Floor
P.O. Box 980327
Richmond, Virginia 23298

April 23, 2015

Dear Ms. White,

Enterprise Recovery Systems, Inc. (ERS) is pleased to submit the following proposal in response to your Request for Proposals RFP# 6253333SW Debt Collection Services. ERS takes no exceptions or deviations with any term, condition, or requirement listed in the Virginia Commonwealth University's RFP.

Since inception in 1988, ERS' sole market focus has been in servicing the needs of the Higher Education community. In this capacity, we have developed a client base of nearly 400 colleges and universities. We provide similar services to many other schools in the Commonwealth of Virginia including: College of William and Mary, Longwood University, Norfolk State University, Old Dominion University, Virginia Polytechnic Institute and University, and Northern Virginia Community College. Some of the schools that we service across the country include: Columbia University, University of Florida, University of Illinois System, University of Southern California, and Washington State University.

Additionally, ERS provides collection services for national and state guaranty agency programs and a multitude of private loan lenders.

Our educational market focus has led to the development of a sophisticated collection system with the capacity to manage contractual obligations, as well as the intricate timelines associated with both Federal and state laws and regulations. These contracts have also challenged ERS to successfully develop and implement custom-based interfaces for the effective and efficient exchange of data.

ERS understands that Virginia Commonwealth University (VCU) has delinquent and defaulted Federal loans and student receivables that need to be resolved through the utilization of a third-party collection agency. ERS also acknowledges that VCU is looking for an agency that will maximize recoveries, minimize complaints, and have integral knowledge of the higher education community, while proving effective at the collection of account receivables.

ERS is that firm.





Letter of Introductions

Upon contract award, Mr. Doug Hendrickson, Regional VP, Business Development, will be assigned as the VCU liaison. Mr. Hendrickson is a proud alumnus of VCU where he received his BS, Business Administration degree. Mr. Hendrickson recently joined our organization with an impressive twenty-five (25) years of student loan experience in default collections and default prevention management. He has also previously worked in the Commonwealth of Virginia System at VCU Hospitals and the Virginia State Education Assistance Authority in collection related roles. Mr. Hendrickson serves as an active member in the National Council of Higher Education Resources (NCHER/formerly NHELP), where he has served on the Debt Management committee for over twenty (20) years. As a member, Doug chaired the sub-committee that developed the Administrative Wage Garnishment (AWG) Hearings procedures.

Mr. Doug Hendrickson
2000 York Road, Oak Brook IL 60523
(804) 615-1517
dhendrickson@ersinc.com


Mr. Steve Recchia, Vice President of ERS, Inc., is the primary contact for this RFP and will be responsible for responding to any questions, and negotiating any future contract. Mr. Recchia's contact information is as follows:

Mr. Steve Recchia, Vice President
Enterprise Recovery Systems, Inc.
2000 York Road, Oak Brook, IL 60523
(800) 446-4377 ext. 7318
srecchia@ersinc.com

ERS has consistently demonstrated superior results in the collection and resolution of student account defaults over competing firms. Providing exceptional client relations, a fully automated collection system, customized reporting and personalized attention are just some benefits of working with ERS. Our experience and specialty within the higher education collection vertical, makes Enterprise Recovery Systems, Inc. the premier partner for Virginia Commonwealth University.

Should you have any questions, require additional information or need further clarification, please do not hesitate to contact us at your convenience. We look forward to a strong partnership and the opportunity to continue to provide exceptional service to Virginia Commonwealth University.

Sincerely,



Steven F. Recchia, Vice President



Executive Summary

Executive Summary

Enterprise Recovery Systems, Inc.® (ERS) was incorporated in 1988 and since our inception, we have specialized exclusively in Higher Education Account Receivables Management. As of the close of 2014, ERS has serviced nearly six (6) million borrower accounts, totaling more than twenty-six and a half (\$26.5) billion dollars in volume. At ERS, our professional methods, veteran staff, proprietary technology and industry partnerships guarantee we consistently achieve a higher rate of recovery over our competitors.

Working with nearly 400 institutions we have established a standard of success that is demonstrated not only through our balanced approach to the resolution of defaulted accounts, but also through our dedication to quality assurance, commitment to corporate compliance, and exceptional customer service.

The vast collections experience of our management team and extensive training, and development of our personnel, have become the catalyst for the high standards we have set and achieved as an agency. Each member of the ERS Executive Management Team averages over twenty (20) years of Higher Education industry experience.

At ERS, we provide advanced, real-time, user-friendly technology for our clients and their students. Using our robust client portal, Navigate, our clients can get reports and student information, view activity, and upload accounts. Meanwhile, students can conveniently access our online bill pay website, HelpuPay.com, 24/7 to make payments via credit card or ACH (check by phone), or to set up personalized payment arrangements.

ERS recognizes that each client has different receivables management needs and, as a result, we feel it is critical to create a tailor-made collection strategy specifically aligned with our client's receivable goals and objectives in mind. Our areas of specialization include:

- Federal Loans
- Non-Federal loans
- Cohort Accounts
- Accounts Receivable
- Institutional Loans
- International Accounts
- General Accounts Receivable



Engagement Team Expertise

Expertise has a tremendous impact on the value we bring to Virginia Commonwealth University and the efficiency with which we execute our service approach. The professional team of managers, and collectors, in conjunction with cutting edge technology assures you of a custom program engineered for success.

Advantage: Virginia Commonwealth University



Executive Summary

Our continued commitment to VCU extends to a full investment of our people, processes and financial strength. ERS offers the following areas of expertise:

HIGHER EDUCATION EXPERTISE

ERS assigns a team of professionals with unmatched experience in student loan organizations to serve each client's needs. Our industry professionals have the depth of experience that can only result from years of serving prominent institutions in the student loan sector. They will leverage this knowledge base to provide the University with insight, direction and practical solutions to proactively address your tough questions and ensure that contractual requirements are met.

COMPLIANCE AND REGULATORY MANAGEMENT

As regulatory changes occur, Virginia Commonwealth University will face a myriad of hurdles – operational, technological and financial. As VCU addresses new regulations and industry changes, you will need the ability to quickly analyze and implement changes in the regulations and reporting requirements. To capitalize on this, you need to partner with an industry leader that will understand the complexities and can deploy its' resources immediately; ERS is that partner!

ADVANCED TECHNOLOGY

Immediate access to superior industry and technical resources will be leveraged to meet VCU's requirements. As a private collection agency working on Federal Loans, ERS is held to very strict expectations in regards to communication, reporting, and compliance. In order to maintain internal standards exceeding those we are contracted to, ERS invests heavily in being an industry innovator through the advancement and development of cutting edge systems and technology. We build and tailor our technology for our client's advantage. With ERS, you are given access to these resources without having to spend time or money with installations and updates to your internal systems.

FINANCIAL STABILITY

The financial viability and long term outlook for Enterprise Recovery Systems, Inc. as a whole is best demonstrated through our year-over-year revenue increases the past four (4) years. ERS recognized twenty-three million dollars (\$23,000,000) in net income in Fiscal Year 2014, compared to just under seven million dollars (\$7,000,000) in Fiscal Year 2013.

The following response will demonstrate that Enterprise Recovery Systems will continue to be an excellent partner for Virginia Commonwealth University.





Purpose

I. PURPOSE

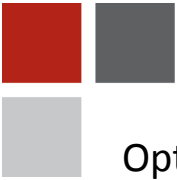
The purpose of this Request for Proposals (RFP) is to solicit sealed proposals from qualified firms to provide debt collection services for the first and second referrals of delinquent accounts receivable that the Virginia Commonwealth University (VCU) currently has or may have in the future. Services shall include, but are not limited to, the collection of delinquent tuition and fee, loan and returned check balances.

Interested firms must demonstrate their ability and capacity to complete the full scope of services outlined in this Request for Proposal (RFP).

ERS has carefully reviewed, understands and agrees to the aforementioned contractual specifications, as detailed herein ***Section I - Purpose***.

VCU





Optional Use Contract

II. OPTIONAL USE CONTRACT, INDEFINITE QUANTITY, MULTIPLE AWARDS

Any resulting contract(s) will be an optional use contract. VCU is in no way required to make purchases from the Contractor and may, in its sole discretion, purchase the identical and/or similar goods/services from other sources.

ERS has carefully reviewed, understands and agrees to the aforementioned contractual specification, as detailed herein ***Section II - Optional Use Contract, Indefinite Quantity, Multiple Awards.***





III. THE UNIVERSITY

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.

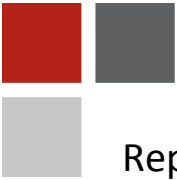
VCU is an urban leader, forging ties with business, industry and government in such innovative projects as the collocation of the schools of Business and Engineering, the da Vinci Center for Innovation in Product Design and Development and the Virginia BioTechnology Research Park.

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 16 varsity sports compete at the NCAA Division I level as members of the Colonial Athletic Association. In recent years, VCU has participated in NCAA Tournaments in men’s and women’s basketball, baseball, golf, men’s soccer and men’s and women’s tennis, including the VCU men’s basketball’s run to the Final Four.

ERS has carefully reviewed, understands and acknowledges the aforementioned contractual information, as detailed herein **Section III - The University**.





Reporting and Delivery Requirements

IV. REPORTING AND DELIVERY REQUIREMENTS

It is the policy of the Commonwealth of Virginia that 42% of its purchases be made from small businesses 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 or other contractual opportunities.

Use of Subcontractors: If the Offeror intends to use subcontractors to perform any portion of the work described in this RFP, the Offeror must clearly state so. VCU is placing increased emphasis on its SWAM (Small, Women, and Minority Owned) business program and is interested in identifying any potential opportunities that may be available to engage SWAM vendors to certified by the Virginia Department of Small Business and Supplier Diversity (DSBSD) through new or existing contracts. **Identify and list any such opportunities that your firm would commit to if awarded this contract in Attachment 1 Appendix 1- Participation in State Procurement Transactions Small Businesses and Businesses Owned by Women and Minority.** The Offeror's response must include a description of which portion(s) of the work will be sub-contracted out and the names and addresses of potential subcontractor under the Contract.

By submitting a proposal, Offerors certify that all information provided in response to the Request for Proposals is true and accurate. Failure to provide information required by this Request for Proposals will ultimately result in rejection of the Proposal.

REPORT ON THE PARTICIPATION OF SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES

Unless the contractor is a DSBSD certified small business, the contractor shall submit quarterly reports on the direct involvement of Department of Small Business and Supplier Diversity (DSBSD) certified SWaM Businesses in the performance of the contract. The report shall specify the actual dollars spent to date with Small Businesses, Women-Owned Businesses, and Minority-Owned Businesses based upon the Contractor's commitment for utilization of DSBSD SWaM Businesses.

The Contractor shall provide this information to:

Virginia Commonwealth University
Department of Procurement Services
Attn: Tonia Darrisaw
912 W. Grace Street, POB 980327
Richmond, VA 23284
Email: tdarrisaw@vcu.edu

Failure to submit the required information will be considered a contract compliance issue and will be addressed accordingly. In addition, failure to submit the required information will result in invoices being returned without payment.





Pre-Proposal Conference



V. PRE-PROPOSAL CONFERENCE

An optional pre-proposal conference will be held at

10:00 a.m.
April 6, 2015
912 West Grace Street, 5th Floor
Richmond, Virginia 23284

The purpose of the conference is to allow Offerors an opportunity to ask questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference is optional, Offerors who intend to submit a proposal are highly encouraged to attend and to have a copy of the solicitation to reference. Any questions and answers that are presented during the conference or any changes to the solicitation resulting from this conference will be issued in a written addendum to the solicitation.

Firms may participate in the pre-proposal conference via conference call. Dial in information is below:

- “Dial-In” numbers:
 - 866-842-5779 (United States and Canada)
 - 832-445-3763 (International)
- Conference Code # 8291055716, Enter when prompted followed by the # sign.
- “Dial-In” at the scheduled date and time.

Firms who participated in the pre-proposal conference via conference call shall submit an email to sdwhite2@vcu.edu within three (3) business days of the pre-proposal conference, confirming their participation with contact information.

ERS has carefully reviewed, understands and agrees to the aforementioned contractual specification, as detailed herein **Section V. - Pre-Proposal Conference**.

Mr. Doug Hendrickson was in attendance on behalf of Enterprise Recovery Systems, Inc.





Questions

VI. QUESTIONS

Firms are encouraged to submit questions regarding the solicitation three days (3) in advance of the pre-proposal conference by email to: sdwhite2@vcu.edu.

The last day for any questions shall be April 10, 2015.

ERS has carefully reviewed, understands and agrees to the aforementioned contractual specification, as detailed herein **Section VI. - Questions**.





Statement of Needs

VII. STATEMENT OF NEEDS

A. **Background Information:** The Virginia Commonwealth University (VCU) will take the appropriate and cost-effective actions to aggressively collect accounts receivable. The contract(s) resulting from this solicitation shall be in accordance with the applicable rules and regulations described herein.

1. **Account Receivables:**

a. The account receivables resulted from:

- (1) Federal (Perkins and Title VII) and VCU loans to student for tuition and fees; and
- (2) Bad checks.

b. The Following is a current breakdown of VCU’s outstanding accounts as of November 7, 2014:

Description	Number of Accounts	Outstanding Balance
Student Loans	2,713	\$9,277,441.00
Tuition and Fees	9,571	\$36,976,508.00
Miscellaneous	376	\$232,983.00
Total	12,330	\$46,480,932.00
Note: Historical data is not available.		

(1) The average of the accounts at the time of placement under the current contract, and going-forward, varies from as recently as 180 days, to the med- 1990s.

(2) Factors that affect the age of an account include:

- (a) Whether or not the debtor makes payments;
- (b) Whether or not judgment is obtained;
- (c) Whether or not wages can be garnished; and
- (d) Whether or not the debtor resides in Virginia.
- (e) Note: VCU does not track the historical average age of the accounts.

(3) The Total aggregate amount collected for VCU by outside agencies:

- (a) Fiscal Year 2011 is \$187,154.00.
- (b) Fiscal Year 2012 is \$139,053.00.
- (c) Fiscal Year 2013 is \$244,886.00.
- (d) Note: The Fiscal Year cycles July through June. VCU does not currently track the contractor’s collection rate.





Statement of Needs

2. **VCU Pre-Collection Attempts:**
 - a. VCU will make an appropriate written demand to the debtor, informing the debtor of the consequences of the debtor's failure to make payment prior to placing the account for collection.
 - b. VCU's in house collection efforts (prior to placing an account for collection under the contract) include:
 - (1) Letters to the debtor;
 - (2) Ligation;
 - (3) Note: Litigation, if pursued by VCU, may have already occurred prior to placement with the Contractor;
 - (4) Garnishment;
 - (5) Debt Set-Off.
3. **Current Contract Information:**
 - a. The current contract was established for one year, with four successive, one (1) year renewal periods. Current contract expires June 2015.
 - b. The current contract will result in a five (5) year contract period.
 - c. The current contract does not include the following:
 - (1) Legal/litigation services; or
 - (2) Bankruptcy services.
 - d. The total aggregate monies paid to the current contractors was:
 - (1) \$37,310 for Fiscal Year 2011
 - (2) \$27,811 for Fiscal Year 2012.
 - (3) \$48,977 for Fiscal Year 2013.
4. **New Contact Information:**
 - a. Contract Period: VCU anticipates that any contract(s) resulting from this RFP will be effective in July 2015, or on a date established mutually by VCU and the Firms(s) selected for an award.
 - b. Accounts Placement:
 - (1) Existing Accounts:
 - (a) VCU does not anticipate that accounts (or any backlog) placed with a current Contractor(s) will be moved to the Contractor(s) awarded a contract as a result of this RFP as one (1) time placement at the beginning of the new contract;
 - (b) VCU anticipates that;
 - (i) Accounts in repayment status will remain with the current contractor.
 - (ii) Accounts that are closed and returned by current contractor to VCU may be placed with the Contractor(s) awarded a contract as a result of this RFP.
 - (2) New Accounts:
 - (a) In the event of multiple contractors, VCU will assign the accounts to be placed with the Contractors randomly; VCU does not assign accounts based upon the account type.



Statement of Needs

- (b) VCU anticipates that new accounts will be placed with the Contractor(s) awarded a contract as a result of this RFP, within sixty (60) days of the effective date of the contract.
 - c. Account Value:
 - (a) The quarterly dollar value of the accounts to be placed with the Contractor(s) will vary; however, VCU anticipates that the quarterly dollar value of the accounts placed with the Contractor (per Contractor in the event of multiple awards) will be approximately \$100,000.
 - (b) Note: VCU does not have information regarding the dollar value by account type.
 - d. Anticipated Rate of Liquidations: VCU anticipates a rate of liquidation of approximately twenty (20%) percent.
 - 5. **Current Billing Services:** The current billing servicer is Campus Partners.
- B. **Specific Requirements:** At minimum, the Contractor should:
- 1. **Collection Services (Financial):** The Firm shall provide and perform all labor, supervision, equipment, materials, supplies and incidentals, etc. (as applicable) necessary to provide debt collection services.
 - 2. All debt collection services (financial) in strict accordance with all proper and lawful means to include, but not limited to:
 - a. The Fair Debt Collection Practice Act (P.L. 96-109);
 - b. Virginia Debt Collection Act (§ 2.2-4800 et seq.),
 - c. Any regulations established by the federal Trade Commission specifically relating to the Gramm-Leach-Bliley Act:
Gramm-Leach-Bliley Act:
The Contractor shall comply with the 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.
 - d. State regulatory agency requirements; and
 - e. Any “due diligence” requirements promulgated by relevant authorities.
 - f. Confidentiality Requirements: The Contractor and all of its employees who may come into contact with taxpayer information shall adhere to the applicable laws regarding the confidentiality and unauthorized disclosure of tax information.
The Contractor should obtain repayment agreements.
Contractor shall maintain adequate cash-handling procedures and controls throughout the contract period. Period audits of the Contractor’s cash-handling procedures and controls may be conducted by the VCU.
 - 3. **Account Types:** The Firm shall provide or perform debt collection services (Financial) for unpaid accounts for the following types of accounts.
 - a. Tuition and Fees;



Statement of Needs

- b. Student Loans;
 - c. Returned Checks; and
 - d. Miscellaneous Receivable accounts.
4. **Volume and Collection Value:** Promptly accept and undertake for collection, all unpaid accounts that VCU refers to the Contractor for collection, regardless of the number of accounts and the amount to be collected.
5. **Collection Requirements:** At a minimum, the Firm should:
 - a. Collection Efforts: Implement collection procedures that achieve the maximum recovery of debt.
 - b. The Firm should include in their collection efforts, but not limited to the following:
 - (1) A reasonable number of telephone calls;
 - (2) No less than five (5) mail efforts;
 - (3) Skip tracing procedures (as required); and
 - (4) Asset location in order to satisfy judgments.
6. **Suspend Accounts:** Suspend action either temporarily or permanently, on any account placed by VCU, upon notification by VCU to do so.
7. **Return Accounts:**
 - a. Contractor Request: Make every effort to collect an account prior to requesting to return an account to VCU.
 - b. The Contractor may return an account to VCU, upon prior approval by VCU when:
 - (1) The debtor is known to have assets and refuses to pay;
 - (2) The debtor has legal counsel or files for bankruptcy;
 - (3) The debtor refuses to pay because the debtor disputes the underlying debt;
 - (4) A statute of limitations is about to run out; or
 - (5) The firm has actual knowledge that collectability will be rendered ineffectual by failure to take legal action.
8. **VCU Request to Return an Account:**
 - a. VCU reserves the right to request the return of an account for any reason.
 - b. In the event a debtor proposes a compromise of an account.
 - c. In the event the Contractor has failed to secure collection on an account within (12) months from the time VCU assigned the account to the Contractor:
 - (1) The Contractor may request an extension of the twelve (12) month time frame from VCU.
 - (2) VCU at its sole discretion will determined whether or not to grant an extension.
9. **Compromises:** Obtain prior approval from VCU: VCU will obtain approval of any compromises from the Commonwealth of Virginia Attorney General, pursuant to Section 2.2-514, Code of Virginia (Comprise and Settlement of Disputes).



Statement of Needs

10. **Contractor Account Referrals:** The Contractor shall not refer an account placed with the Contractor by VCU to another collection agency, without prior approval by VCU.

11. **Legal Action:**

- a. Not refer an account placed with the Contractor by VCU, to an attorney.
- b. Not file a lawsuit on an account placed with the Contractor, by VCU.
- c. Indemnify and hold VCU harmless for any liability or cost of defense, as a result of the Contractors' actions.

12. **Bankruptcy Action:** The Contractor will not provide or perform bankruptcy services on an account that is subject to bankruptcy proceedings. The Contractor shall notify VCU immediately in writing of any bankruptcy notices.

13. **Capability to handle International Collections:** It is VCU desire that consideration be given to agencies who also include international collection in their proposal. Partnering with others in order to address international collections would be a consideration.

C. **Compensation Requirements:**

1. **Active Contractor Accounts:** For payments made directly to VCU, while the account is with the Contractor.
2. **Debtor Compromise:** Based upon the accepted amount of the compromise, not based upon the amount of the account originally referred to the Contractor for collection.
3. **Return Accounts:** If the debtor makes payment within sixty (60) days of the return of the account to VCU and the account has not already been assigned by VCU to another collection agency or to an attorney. The Contractor should not be entitled to compensation for the following:
 - (a) For accounts returned to VCU for legal action.
 - (b) Due to funds collected as a result of VCU exercising its authority for right of set-off, granted by the Code of Virginia; VCU will promptly notify the Contractor of any set-off monies received.

D. **Reporting Requirements:**

1. **Return Accounts:**
 - a. The Contractor shall provide a detailed report for each account returned to VCU regardless of the reason why the account was returned.
 - b. The detailed report for each account returned includes the history of the following:
 - (1) Contacts;
 - (2) Correspondence;
 - (3) Addresses and/or locator information developed by the Contractor; and
 - (4) Assets.
2. **Open Accounts:** A detailed quarterly report that documents the inventory of "open accounts".
3. **Close-Out Accounts:** The Contractor shall provide a detailed monthly report with each invoice.



Statement of Needs

4. **Contractor Compliance:** The Contractor shall provide an annual notice to VCU, documenting the Contractor's compliance status with the Student Assistance General Provisions Section 668.23 (Perkins Loan Attestation Audit).
- E. **Remittance/Invoicing Requirements:**
1. **Remittance:**
 - a. Remit the entire amount of each collection to VCU, on a monthly basis.
 - b. Be capable of accepting and remitting payments utilizing Electronic Data Interchange ("EDI", refer to Section IX., Special Terms and Conditions: Electronic Data Exchange.
 2. **Invoicing:**
 - a. The Contractor should invoice VCU: In accordance with the collection fee (refer to Attachment 3 – Debt Collection Services Price Schedule.
 - (1) The collection fee should include all applicable costs, expenses, etc., incurred by the Contractor in the collection of accounts for VCU.
 - (2) On Monthly Basis: The invoiced amount should be the collection fee based upon the amounts collected during the previous period.
 - b. Submit an analysis report with each invoice that supports the invoiced amount; at minimum, the analysis report should include the:
 - (1) Name of the debtor;
 - (2) Account number;
 - (3) Date of payment by the debtor;
 - (4) Payment amount;
 - (5) Total amount paid to the vendor; and the
 - (6) Total amount paid to VCU.
 - c. Send Invoices to:

Virginia Commonwealth University
Treasury Services
Attn: James E. Stables
P.O. Box 843054
Richmond, VA 23284-3054
- F. **Contractor Personnel Requirements:**
1. **At a minimum**, the Contractor should:
 - a. Assign a designated Business Account Manager for VCU; the Business Account Manager should:
 - (1) Assist VCU with resolving problems (e.g., invoices, disputes, etc.,)
 - (2) Be accessible via:
 - (a) Toll-Free telephone number; and
 - (b) Email address.
 - b. Provide VCU with the Business Account Manager(s):



Statement of Needs

- (1) Name;
 - (2) Toll-free telephone number;
 - (3) Email address; and
 - (4) Hours of availability Eastern Standard Time (EST).
2. All Contractor personnel should conduct themselves and represent VCU, in a professional and positive manner, during all deliberations and dealings with borrowers.
 3. **Statement of Confidentiality:**
 - a. The Contractor's personnel may have access to confidential information regarding employees, students, patients, or the public, or to proprietary or other confidential business information belonging to Virginia Commonwealth University (VCU). VCU and its employees, students, patients, or others may suffer irreparable harm by disclosure of confidential or proprietary information and VCU may seek legal remedies available to it should such disclosure occur.
 - b. The Contractor's personnel shall not:
 - (1) Access data that is unrelated to their job duties at VCU.
 - (2) Disclose to any other person, or allow any other person access to, any information related to VCU that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic email messages, voice mail communication, written documentation, "loaning" computer access codes, and/or other transmission or sharing of data.
 4. **Gramm-Leach-Bliley Act:** The Contractor shall comply with the Act by implementing and maintain 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.

ERS has carefully reviewed, understands and agrees to the aforementioned contractual specifications, as detailed herein **Section VII. – Statement of Needs.**

Proposal Response Requirements and Submission Instructions

VIII. PROPOSAL RESPONSE REQUIREMENTS AND SUBMISSION INSTRUCTIONS

A. General Instructions:

Proposal response must be written in the same order as outlined below. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities. Emphasis should be placed on completeness and clarity of content. Proposals which are substantially incomplete or lack key information may be rejected by VCU.

1. Return the RFP cover and sheet and all addenda acknowledgements, if any, signed and filled out as required.

ERS has carefully reviewed, understands and agrees; included with our submission is a signed cover sheet and signed acknowledgment of receipt of addenda.

2. Experience and Qualifications of the Firm:

- a. Letter of Introductions: Provide a letter of introductions to include the official name and address of the firm submitting the proposal, the Request for Proposal name, number and issue date, and the name, address, and telephone number of person(s) who will be authorized to act on behalf of the Offeror and bind the Offeror to all commitments made in the proposal and negotiations.

ERS has carefully reviewed, understands and agrees; included with our submission is a Letter of Introductions per University specifications.

- b. Submit a narrative statement in your own words that describes the statement of needs requested in the RFP.

ERS understands that Virginia Commonwealth University has delinquent and defaulted account receivables and Federal loans that need to be resolved through the utilization of a third-party collection agency. ERS also acknowledges that VCU is looking for an agency that will maximize recoveries, minimize complaints, and have integral knowledge of the higher education community, while proving effective at the collection of accounts receivable.

- c. Describe your business structure to include the relationship between any parent company and subsidiaries, if applicable to your firm.

ERS was acquired as a wholly-owned subsidiary on March 14, 2012 by our parent company, United Recovery Systems, (URS). Our family of companies' expertise is Accounts Receivable Management (ARM) within the Higher Education, Financial Services, Health Care and Government verticals.



Proposal Response Requirements and Submission Instructions

- d. Briefly identify the benefits to Virginia Commonwealth University (VCU) of using your firm's goods and services and why contracting with your firm would be the best decision for VCU.

ADVANTAGES

Experience

Enterprise Recovery Systems, Inc. has been a specialist in Higher Education Accounts Receivable Management since being founded in 1988. Over the last twenty-six (26) years, we have amassed a diverse portfolio of clients within the Higher Education Industry; including nearly 400, Four Year Public Institutions, Four Year Private Institutions, Proprietary Schools, and Community Colleges. In addition, we provide collection services for national and state guaranty agency programs and a multitude of Private Loan Lenders. Our experience extends to accounts including: student receivables, Title IV overpayments, room and board charges, Federal Perkins including cohort loans, nursing loans, Health Professional Student Loans (HPSL), institutional loans, private loans, parking tickets, library fines, and all other such education related debt.

Ethical / Compliance

ERS is a results-oriented firm with a rigorous approach to collecting debt while simultaneously maintaining the public image of our clients. At the center of our Code of Ethics is our 100% commitment to treat every client and account holder with dignity and respect. Additionally, our professional ethics require that every ERS employee maintain the highest degree of confidentiality when handling matters with our clients and our client's borrowers. We further believe that courtesy, fairness, and professionalism are the cornerstone to long term mutually beneficial relationships with our clients.



Concentrated

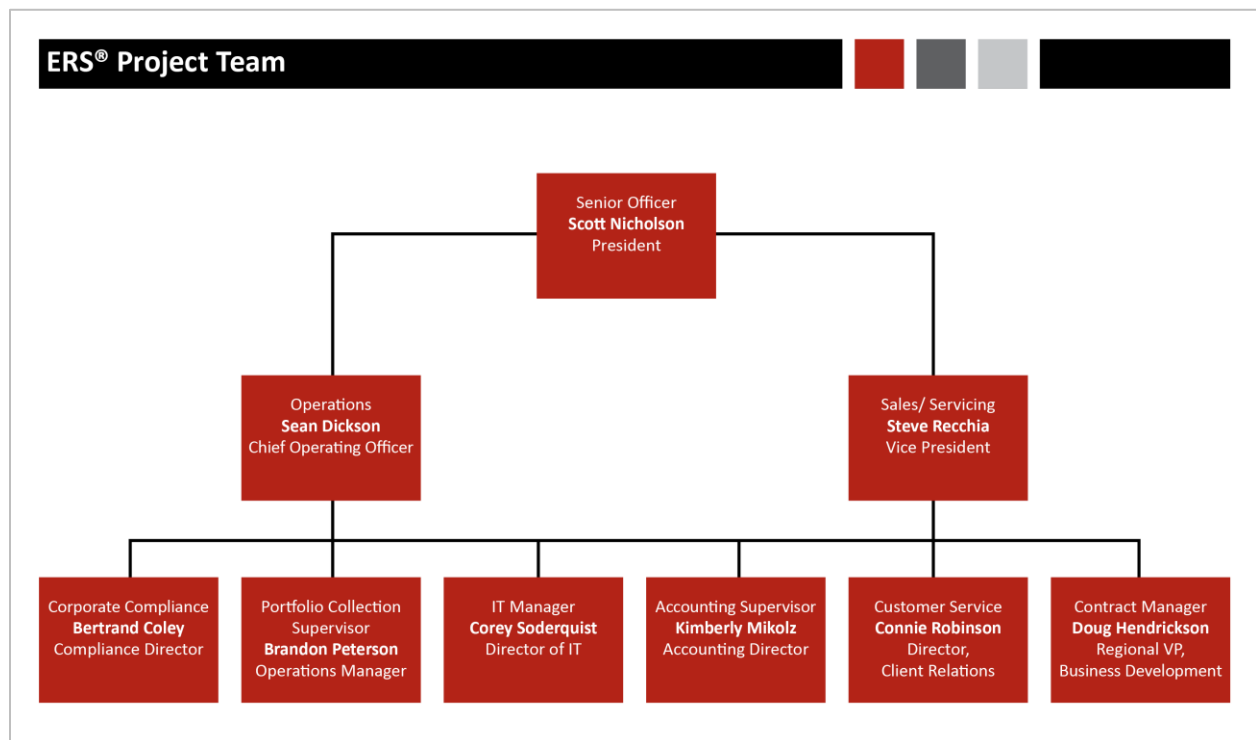
Our strategy focuses effort on continued growth within the Higher Education Accounts Receivable Management Industry. ERS desires to strengthen our current position as an industry leader in delinquent educational account collections, first party call center services, as well as a myriad of other campus based solutions.


Proposal Response Requirements and Submission Instructions

- e. Describe the experience and qualifications of the persons your firm will use in providing the goods and services. Identify whether the persons are employees of your firm or partners or subcontractors.

SUBJECT MATTER EXPERTS (SME'S)

Each member of the team of professionals representing ERS as liaisons for Virginia Commonwealth University is extremely tenured and knowledgeable in the Higher Education Account Receivable industry. The project team below will be responsible for major areas of accountability under any contract negotiated with VCU. Each member of the project team is fully invested in cultivating a strong relationship with the University and will be assigned for the duration of the contract.





Proposal Response Requirements and Submission Instructions

PRESIDENT, SCOTT NICHOLSON


Mr. Nicholson, the Senior Officer, has nearly thirty (30) years of industry experience with twenty (20) of those years in service with ERS. He attended the College of Wooster where he received his BA in English. Mr. Nicholson is responsible for the strategic growth initiatives of the organization within the core markets of Education and Government. He oversees the day to day operations to ensure maximum revenue generation and efficiency. Mr. Nicholson also represents ERS to the Board and all corporate stakeholders. During this contract he has the authority to agree to contract amendments and/or resolve monetary and legal issues between ERS and Virginia Commonwealth University. In addition, the Senior Officer will be responsible for ensuring that all deliverables of the contract are completed and implemented in a timely and professional manner.

VICE PRESIDENT, STEVE RECCHIA

Mr. Recchia, Vice President, has twenty-one (21) years of experience with ERS. Steve began his career at ERS as a member of the collections staff shortly after receiving his degree in Business Administration from the University of Iowa. He moved his way through the company ranks, as a Sales Representative, Head of Operations, and now as Vice President. He manages ERS' Sales, Client Relations, and Contract Center Staff. As manager of ERS' sales staff, Steve is responsible for driving an increase of ERS' client market share and new business inventory, as well as managing ERS' marketing initiatives. He will ensure that the Customer Service Team delivers exceptional customer service to VCU. In addition, the Vice President will be responsible for making certain the contract manager is resolving any and all contractual issues as a result of this RFP.

CHIEF OPERATIONS OFFICER, SEAN DICKSON

Mr. Dickson joined ERS in October 2014 after more than twelve (12) years at our business partner, URS, LP. At URS, Mr. Dickson most recently served as the Executive Vice President of Operations. With over twenty-seven (27) years of Collection Agency experience, Mr. Dickson has worked in several vertical lines of business including Banking, Retail, and Healthcare. At ERS, Mr. Dickson is responsible for day-to-day operations which include, performance management, work strategy, process improvement, and he ensures regulatory and operational compliance throughout the organization.



Proposal Response Requirements and Submission Instructions

DIRECTOR OF OPERATIONS, BRANDON PETERSON

Mr. Peterson began his career with ERS over fifteen (15) years ago as an Account Manager where his strong work ethic earned him the “Top Producer” designation five (5) years in a row. Now, as the Operations Manager, he supervises over 220 staff members and ten (10) Managers over the Educational Loan Portfolios. Mr. Peterson will have the responsibility for ensuring that the activities of ERS are in compliance with all applicable provisions of the Federal regulations pertaining to Title IV Collections, laws pertaining to fair debt collection practices, and the provisions set forth in this contract. This individual will also have responsibility for the treatment of and resolution of inquiries and issues regarding accounts and contractor actions raised by borrowers, lenders, and your personnel, which are not satisfactorily dealt with at a lower level. Additionally, this individual will be responsible for insuring the maximum potential recovery of dollars back to your portfolio and provide detailed strategic plans for continuous growth and success.

DIRECTOR OF IT, COREY SODERQUIST

Mr. Soderquist joined ERS in 2008, and supervises an IT Department of over thirty (30) employees, as well as Information Security and regulatory compliance initiatives. He received his BS from Illinois Wesleyan University and holds Microsoft, Red Hat and Juniper Networks certifications. The Director of IT manages the information technology resources and supervises the staff responsible for operating and supporting the IT systems. In addition, Mr. Soderquist manages the ongoing implementation and continuous improvement of security plans, policies, processes and IT Governance controls to ensure adherence to FISMA, PCI-DSS, FERPA, TCPA and other regulatory standards. The Director of IT will ensure that the system will be responsive to non-routine needs, ad hoc reports or special account reviews.

CORPORATE COMPLIANCE DIRECTOR, BERTRAND COLEY

Mr. Coley received his MS, from Georgia Institute of Technology. He has over twenty-five (25) years’ experience in the ARM industry, nine (9) of those years as a Compliance Director. At ERS, the Corporate Compliance Director oversees the Corporate Compliance Group to ensure it functions as an independent and objective body that reviews and evaluates compliance issues and concerns within the organization. The Corporate Compliance Director ensures all ERS directors, managers, and employees operate in compliance with the rules and regulations of state, local, and municipal regulatory agencies and that company policies and procedures are being followed to maintain the ERS "Culture of Compliance."



Proposal Response Requirements and Submission Instructions

CONTROLLER, KIMBERLY MIKOLZ

Ms. Mikolz holds a Masters of Accounting Degree from University of South Dakota. She has a wealth of knowledge and over eleven (11) years of industry experience. As Accounting Director of ERS, Ms. Mikolz manages the Accounting Team, which is responsible for preparing monthly Corporate Financial Statements and P&L Account Analysis for the Senior Management Team and Company Shareholders. She is responsible for ensuring that all activities pertaining to each Client's account are posted properly, timely or otherwise recorded in accordance with applicable Federal Regulations and Generally Accepted Accounting Principles (GAAP). Ms. Mikolz is also responsible for all account reconciliation activities and handles inquiries regarding remittance statements and invoices.

DIRECTOR CLIENT RELATIONS, CONNIE ROBINSON

Ms. Robinson began her career in the industry as an Account Manager over nineteen (19) years ago. She joined the ERS team in 2006 and has been instrumental in developing our multiple award-winning Client Relations staff. She is a member of numerous professional organizations such as NACUBO, OACUBO, COHEAO, CBA, CCULAA and KASFAA, and attends many regional conferences. As Director of Client Relations she will ensure that our clients receive exceptional customer service, which includes: expeditious response time from client relations representatives, accurate reporting, timely remittance of invoices, etc. She will also be engaged if for any reason the client relations representative is not able to fulfill a client request directly.

CONTRACT MANAGER, DOUG HENDRICKSON

Mr. Hendrickson's role at ERS is Regional VP, Business Development. He has been active in the student loan industry for over twenty (25) years, working in default prevention/default collections on both the guaranty agency and third party collection sides of the industry. Mr. Hendrickson is active in many professional development organizations, including the National Council of Higher Education Resources, Inc. (NCHER) Debt Management Committee and Private Education Loan Committee. He is quick to provide updates regarding industry news, trends and legislative changes. Mr. Hendrickson is also an alum of Virginia Commonwealth University where he received his BS, Business Administration degree. As the Contract Manager, he will be the primary point person for any contract extended between VCU and ERS. The duties of the Contract Manager will include compliance with the terms of this contract and coordinating activities of the various departments at ERS to ensure optimum performance for Virginia Commonwealth University.

Proposal Response Requirements and Submission Instructions

"Superior customer services starts with understanding the client's needs. With over 13 years' experience working in operations in a state agency setting for VCU Hospitals and the Virginia State Education Assistance Authority, I understand VCU's needs and the challenges facing VCU today from both a state and national level." – Doug

Tenure of Project Team

ERS has been fortunate to experience stability in this group of employees. The following table illustrates the years of employment with ERS for its proposed Project Management Team:

Name	Position	Years w/ ERS	Industry Experience
Mr. Scott Nicholson	President	20 years	27 years
Mr. Steve Recchia	Vice President	21 years	21 years
Mr. Sean Dickson	Chief Operations Officer	1 year	27 years
Mr. Brandon Peterson	Operations Manager	15 years	15 years
Mr. Corey Soderquist	Director IT	8 years	10 years
Mr. Bertrand Coley	Director of Corporate Compliance	2 years	25 years
Ms. Kimberly Mikolz	Accounting Director	1 year	11 years
Ms. Connie Robinson	Director of Client Relations	9 years	20 years
Mr. Doug Hendrickson	Regional VP Business Development	1 year	25 years

In addition to the Project Team above, ERS will offer VCU full access to the IT Department, a Client Relations Department and the entire college and university collection staff in order to maximize our recovery for Virginia Commonwealth University.

- f. Describe in detail, the collection services (financial) that your company can perform and provide debt collection services (financial) as specified in this RFP.

Over the last twenty-six (26) years, we have amassed a diverse portfolio of clients within the Higher Education Industry; including nearly 400, Four Year Public Institutions, Four Year Private Institutions, Proprietary Schools, and Community Colleges. In addition, we provide collection services for national and state guaranty agency programs and a multitude of Private Loan Lenders. Our experience extends to accounts including: student receivables, Title IV overpayments, room and board charges, Federal Perkins including cohort loans, nursing loans, Health Professional Student Loans (HPSL), institutional loans, private loans, parking tickets, library fines, and all other such education related debt.



Proposal Response Requirements and Submission Instructions

Collection of Dormant (Inactive) Judgments

ERS understands in the Commonwealth of Virginia, domestic judgments, or those obtained in a Virginia court of law, have a collection period of ten (10) years and may be extended for as long as twenty (20) years. ERS is proposing to attempt contact on all dormant (inactive) judgments for VCU in an effort to set up voluntary repayment on those judgments. For those dormant (inactive) judgments that refuse to enter into repayment with ERS, ERS will provide verification of assets, when possible, to VCU for further legal action. In cases where ERS locates debtor assets after the account is referred, and where VCU executes a lien/levy/garnishment at the request of ERS, ERS will receive a discounted asset locate fee of the outstanding judgment balance.

Below are the timelines and milestones that the ERS Project team will manage in order to effectively implement this contract.

TIMELINE AND MILESTONES FOR CONTRACT IMPLEMENTATION

Activities that occur within five (5) days of contract award by Virginia Commonwealth University:

Contract Initiation and Requirements:

- Issuance of insurance certificates verifying insurance coverage's
- Contact VCU personnel to establish implementation meeting and schedule

Activities that occur within the first ten (10) days of contract award or selection:

Contractual Initiation and Requirements:

- Execution of contracts
- Implementation Kickoff Meeting - The implementation meeting would occur at VCU offices and would last approximately two (2) hours. The implementation of procedures at our corporate office should take no longer than twenty-four (24) hours.

Collections Operations:

- Allocation of collection personnel to contract - Upon conclusion of the Implementation Meeting, the Operations Manager will allocate the personnel resources required under this contract.

Technical:

- Initiate programming of data files (text, CSV, Microsoft Excel) for import to and export from CR Software. Files include: Placement, Payment, Reconciliation and Recall.
- Client Setup in CR Software: Establish account hierarchy, Configure reports and workflows.



Proposal Response Requirements and Submission Instructions

Collections / Operations:

- Training of collection personnel on procedures and timelines developed specifically for the VCU contract. Training programs will generally consist of two (2) hours of classroom training.
- Establish bank wire/ACH procedures if required.
- Client Relations will provide training to designated personnel on use of the ERS web based client portal (Navigate).

Activities that occur thirty (30) days subsequent to receipt of first accounts for placement:

- Contract review meeting with your personnel to confirm that all contractual requirements are being met
- Team meeting to discuss findings of contract review meeting

ERS would seamlessly transition and will be ready to begin offering the services outlined in this RFP upon execution of an agreement. Regular communication between stakeholders beginning at contract award through approximately sixty (60) days after the first account placements ensures a successful project launch. The Contract Manager for this project, Mr. Doug Hendrickson is available to answer any questions or to meet with University personnel.

- g. Describe in detail, the typical types of accounts for which your company performs and provide debt collection services (financial); specifically address Perkins cohort accounts); and explain the methodologies employed to conduct these collection services (financial).

COLLECTION PHILOSOPHY

ERS' broad array of services assists our clients in managing their receivables. ERS' services go well beyond those of traditional collection agencies that you may be familiar with. ERS recognizes that each client has different receivables management needs and as a result we feel it is critical to create a tailor-made collection strategy specifically aligned with our client's receivable goals and objectives in consideration.

As a specialist in higher education, it is imperative that we are regulatory experts and maintain strict compliance with FERPA, the FDCPA, Gramm-Leach-Bliley Act, FTC's Red Flag Rule, and State collection laws. All ERS supervisors and collectors are experts in federal and state statutes, regulations and guidelines governing collection work. All ERS Operations staff, regardless of tenure, are tested monthly on key areas, including the Fair Debt Collection Practices Act (FDCPA); Fair Credit Reporting Act (FCRA); Gramm-Leach-Bliley Act (GLBA); Federal Perkins Regulations 34 CFR 674; State Laws which are more restrictive than the FDCPA; Bankruptcy Code, as amended (11 USC Sec. 101, et.seq.); Statute of Limitations, etc.

Proposal Response Requirements and Submission Instructions

Customer service at ERS goes well beyond the service we provide our clients, it also extends to your student borrowers as well. ERS is a results-oriented firm with an approach to collecting delinquent debt while maintaining the public image that is so important to our clients. Our approach to borrowers revolves around a counseling approach as opposed to the usual dunning process. The use of counseling, coupled with the various collection options and our professional approach to collecting your funds, enables ERS to generate higher returns to your institution with less adverse borrower reaction.

Team Approach

We take team alignment seriously. The right balance of managers, collectors, and technology guarantees the Institution a custom program engineered for success. They are also part of a larger team that will coordinate, track, and analyze your entire recovery process using every tool available to make your bottom line look better than yesterday.

Advantage: Virginia Commonwealth University

ERS' collection program is designed to generate highly concentrated, up-front collection activity that not only exceeds current Federally mandated due diligence requirements for federally backed loans, but is also directed at achieving maximum bottom-line results on all types of education related debt. Increased contact with the borrower and reduced intervals between contacts effectively generates a greater return on dollars referred than our competitors.

Throughout our years of operation, ERS has learned that peak performance and adherence to our collection philosophy is dependent on learning and implementing quality at all levels. Our corporate philosophy recognizes that success is the result of a customer driven approach. The importance of maintaining an environment that enhances the ability of our people to deliver the highest levels of service and performance all revolve around quality control.

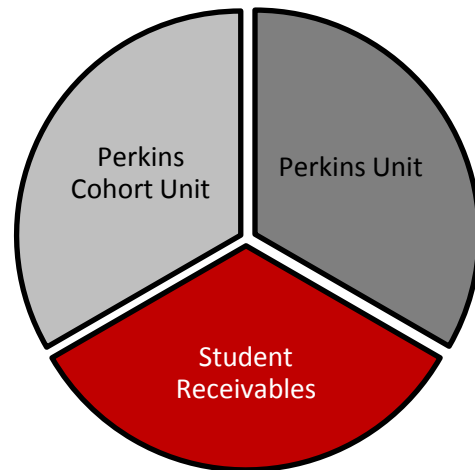
ERS' philosophy for repayment is a "Best Possible Arrangement" strategy in which ERS will take a consultative approach with the borrower to mutually determine a repayment schedule that is reasonable based on the borrowers financial position and additionally satisfies our client's desire for an expedited cash flow.

As a specialist in Higher Education, our client portfolios consist of Federal Perkins Cohort Loans and Student Accounts Receivables. In order to most effectively work these distinct account types, ERS created three (3) separate Business Divisions within our Higher Education Department.

Proposal Response Requirements and Submission Instructions

For each client and each type of business referred by each client ERS has productivity benchmarks that are established and Key Performance Indicator's (KPI's) that we strive to achieve each month. The KPI's will vary based on class of business, historical averages, and expectation. KPI's, depending on class of business may include;

- Contact %
- Activation Rate
- Liquidation Rate
- Post Dated Funds Rate
- Consolidation Applications Sent
- Consolidation Applications Received
- Cohort Cure Rate



STUDENT RECEIVABLES UNIT

In 2014, ERS received nearly \$300 million dollars in student loan receivable placements referred to our office from over 400 Higher Education institutions. To work this business, ERS has a dedicated team of student receivable professionals ranging from production managers, collections managers, supervisors, team leads, and collection representatives that specialize in the recovery of our client student receivable portfolios.

As described above, ERS' philosophy with working with student receivable debt is a "Best Possible Arrangement" strategy in which ERS will take a consultative approach with the borrower to mutually determine a repayment schedule that is reasonable based on the borrowers financial position and additionally satisfies our client's desire for an expedited cash flow.

In situations of verified economic hardship with the borrower ERS will accept a minimal payment arrangements with the mutual understanding that the borrowers financial position will be revisited every ninety (90) days to see if there is improvement. If the financial situation has improved ERS will look to increase payments or request that the balance be paid in full.

PERKINS UNIT & PERKINS COHORT UNIT

Nearly forty percent (40%) of ERS' campus based revenue is comprised of Perkins Loan collections. ERS has over 200 clients that place Perkins loans, many of which are within the school's cohort population. To work this business ERS has a dedicated team of Perkins production managers, collections managers, supervisors, team leads, and collection representatives that specialize in the recovery of our client Perkins portfolios.

Proposal Response Requirements and Submission Instructions

COHORT MANAGEMENT

ERS is routinely asked to assist our clients in decreasing their cohort default rates. We work closely with the client and to establish goals that facilitate them reaching their desired outcomes. These goals are then communicated to our Operations Department and a plan to meet the goals is implemented. The client relations department is then responsible for monthly updates to our clients relative to our progress. The Operations

Successful Perkins Management

ERS utilizes a specialized Perkins Collection Unit that is segmented in collection efforts. This specialization guarantees the quality and concentration of collection efforts toward your most regulated accounts. Our collection methodology is a tailored one, providing an individual approach to your individual accounts.

Advantage: Virginia Commonwealth University

Department, Contract Manager, Client Relations Department, and the Client also collaborate to ensure timely processing of deferments and forbearance's to cure defaults.

We have an extensive training program that revolves around not only debt collections but emphasizes the Federal regulations and provisions of the Perkins loan program.

ERS' collection program for cohort collections is designed to generate highly concentrated, up-front collection activity that not only exceeds current mandatory Department of Education due diligence requirements for federally backed loans, but is also directed at achieving maximum bottom line results in order to best insure that your Institution's cohort rate is maintained at your desired level. Our cohort Account Managers work as diligently for an administrative resolution as they do for a payment plan or consolidation. Their goal is to "cure" your defaulted cohort accounts.

In order to provide your institution visibility to our progress on your cohort accounts we provide a monthly cohort year report which provides you a list of all accounts assigned to ERS within the cohort year, how many we have cured fiscal year to date, how many accounts are pending cure prior to the fiscal year end and how many unresolved accounts remain.

The schools that we have listed as references will attest to our success rates on Cohort collections.



Proposal Response Requirements and Submission Instructions

SERVICES

The longtime accounts receivable management focus of ERS has led to the development of a sophisticated collection system with the capacity to manage contractual obligations as well as the intricate timelines associated with both federal and state laws and regulations. These contracts have also challenged our organizations to successfully develop and implement improved custom-based interfaces for the effective and efficient exchange of data.

We have consistently demonstrated superior results in the collection and resolution of loan and student receivable account defaults over competing firms. Providing exceptional client relations, a fully automated collection system, customized reporting and personalized attention are just some benefits to working with ERS.

- h. By my signature on this solicitation, I certify that my firm and any subcontractors are properly licensed for providing the goods/services specified. Attached to your proposal a correct and complete copy of licenses, operating permits or other authorization that allow your firm to provide Debt Collection Services.

ERS has carefully reviewed, understands and certifies the aforementioned contractual specification, as detailed above. ERS is a nationally recognized collection agency with borrowers residing in every state across the country. ERS is licensed to collect in all states and municipalities that require agency licensing.

Per Addendum #2 and pursuant to VCU requirements, a chart detailing state licensing requirements and our Commonwealth of Virginia Certificate of Authority can be found as Exhibit I.

Upon request, ERS agrees to provide copies of all State Licenses.

3. **Capability of the Firm:**

- a. Describe in detail, the proposed approach (work plan, to include all associated data elements and activities) for performing and providing collection services (financial) specified in, and in.

COLLECTION METHODOLOGY

Upon acceptance of Virginia Commonwealth University placements, accounts enter a collection program that is designed to generate intensive, upfront collection activity directed at achieving maximum bottom line results on your delinquent portfolio. Increased contact with the borrower and reduced intervals between contacts effectively generate a greater return on dollars referred than our competitors. Our Account Managers do not differentiate in the work flow for first placement accounts versus reassigned accounts. Accounts will cycle through three (3) phases throughout the collection process:

Proposal Response Requirements and Submission Instructions

Phase I: Placement of Account

Phase II: Skip Trace

Phase III: Account Resolution

PHASE I: PLACEMENT OF ACCOUNTS

Immediately upon placement, collection accounts are sent through numerous databases to identify accounts that have filed bankruptcy, deceased, incarcerated, or litigious account; additionally we do a search for account cell phone numbers.

At this time and within forty-eight (48) hours of placement, the required Debt Validation Notice is sent to all provided account addresses. These letters are customized to include the correct verbiage to comply with all Federal, State, and Jurisdictional Regulations.

Telephone Dialing Strategy

Accounts will be run through a series of account scrubs prior to first calls and letters. Immediately following the scrubbing and scoring process, predictive dialer pools are established. Through our phone exhaustion process, these pools are structured to vary calling attempts by days of the week, and time of day, with significant emphasis placed on prime-time calling. Our team of professional Account Managers will begin the initial telephone calling campaign within the University's contractual specification, our standard operating procedure dictates all accounts with good addresses and phone numbers will have an initial attempt generated within the first two (2) business days of placement. An account will remain eligible for telephone contact dependent on valid contact information, unless the account has been cancelled, queued for cancellation review, or set for follow-up on a future date.



Good Address Accounts

Accounts that are transmitted to us with viable address information are sorted into two subcategories: *Good Phone Numbers*, and *No Phone Numbers*.

- ***Good Phone Numbers*** – Accounts with good addresses and phone numbers are pooled into 13 (auto dialer) to initiate contact. This initial attempt will be generated within the first two business days of placement. Upon review of portfolio we will establish a contact percentage goal by day thirty (30), an activation rate percentage by day thirty (30), an activation percentage by day sixty (60), and an attempt rate percentage within the first forty-eight (48) hours.



Proposal Response Requirements and Submission Instructions

Once initial contact is established, the account is transferred to an Account Manager and the Account Resolution phase begins. If no contact is established during the first thirty (30) days, the account is transferred to an Account Manager route for more intensive attempts to contact the account.

- **No Phone Numbers** – Accounts with a viable address, but no phone number are transferred to an Account Manager routing with a skip trace disposition attached that identifies to the Account Manager that research is required to obtain a phone number. Accounts for whom a phone number has not been located will receive a “Call” letter. Additional letters are generated in thirty (30) day intervals concurrent with efforts to validate phone numbers for the account. Once a phone number is identified, attempts to contact the account are initiated consistent with our Account Resolution procedures.

Bad Address Accounts

If data batching did not locate any address information for accounts included in this category, the account is immediately entered into a Skip Trace disposition. Vigorous attempts are made to locate the account. Throughout the phone exhaustion process, accounts make multiple passes through our internal auto dialer system and our external auto dialer system.

When an Account Manager makes contact with the borrower it is moved to the Account Manager queue and has seven (7) days to make payment arrangements otherwise the account will return to the account flow described below.

Proposal Response Requirements and Submission Instructions

The following is a timeline for collection activity:



Throughout the above Phone Exhaustion process, accounts make multiple passes through our internal Mercury auto dialer system and our external LiveVox auto dialer system.

When an Account Manager makes contact with the student borrower the account is moved to the Account Manager queue, providing the Account Manager fourteen (14) days to make payment arrangements, otherwise the account will return to the account flow described above.

Proposal Response Requirements and Submission Instructions

PHASE II: SKIP TRACE

Skip tracing is one of the single most important functions in the collection of accounts. At ERS, we have determined that approximately 80% of our accounts require some degree of skip tracing. With a percentage this high, it is imperative that we are constantly searching for new resources as well as examining our procedures to maximize the borrower accounts located.

No One Skips Our Best-in-Class System

We have perfected the art of skip tracing. Our collectors move through a 6 Step System of escalated tasks to find each account. We do more than research; we perform ethical “social engineering.”

Advantage: Virginia Commonwealth University

To assist our staff in the process of skip tracing un-locatable borrower accounts, we have created over ten user-defined windows within our collection system that contain each level of required skip trace activity. As each step of skip activity is completed, the designated field is completed.

The skip trace screen assists managers and Account Managers in understanding the activity level that has transpired on an account. As each activity is completed, the Account Manager will date stamp the field associated with the activity.

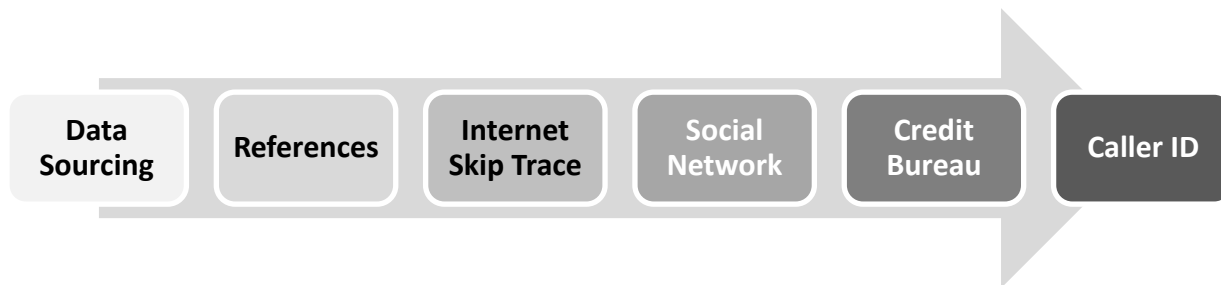
ERS will utilize several different vendors to support our recovery efforts including skip trace, dialer, credit bureaus, etc. Below is a list of those vendors:

- **Accurint** – 6601 Park of Commerce Blvd, Boca Raton, FL 33487
- **Experian** – 955 American Lane, Schaumburg, IL 60173
- **CBC Innovis** – 250 East Town Street, Columbus, OH 43215
- **Talx** – 11432 Lackland, St. Louis, MO 63146
- **OneClick Data** – 8246 Northfield Blvd #2500, Denver, CO 80238
- **TLO** – P.O. Box 811660, Boca Raton, FL 33481
- **Interactive Data** – 23 Crosby Drive, Bedford, MA 01730

Proposal Response Requirements and Submission Instructions

The steps are as follows:

- Step 1: *Batching of data files to external vendors***
- Step 2: *Contacting the provided references and cosigners***
- Step 3: *Licensed Skip Trace resources on the Internet***
- Step 4: *Internet Websites***
- Step 5: *Credit Bureau Searches***
- Step 6: *Automatic Number Identification***



Step 1 – Data Batching

Electronic files are exchanged with our preferred skip trace vendors to target the following information:

- **Teletrack** – Address/Phone information /Place of Employment
- **Locator Associates** – Address / Phone information
- **First Data** – Potential Relative Address / Phone information
- **Accurint/LexisNexis** – Search for Bankruptcy, Deceased verification, Address, Phone information
- **Talx (work#)** – Employment information
- **VeriFacts** – Address / Phone information
- **Interactive Data** – Employment information
- **Axiom** – Address / Phone information

Step 2 – References/Cosigners

At this level, the ERS Account Manager attempts calls to relatives and cosigners that are provided at placement.

- **References (Parents, Relatives, Friends)** – ERS will attempt to contact all references provided. If reference information is bad, then references are skip traced as well as the borrower.
- **Cosigners** – ERS will attempt to contact any cosigner that is provided. If the cosigner information is ineffectual, then the cosigner is skip traced as well as the borrower.

Proposal Response Requirements and Submission Instructions

Step 3 – Licensed Skip Trace Resources on The Web

Individual Account Managers search internet skip trace web sites. These sites draw location information from hundreds of national databases. This search is a more in-depth skip trace attempt and is performed manually by the Account Manager.

- **Accurint/LexisNexis** – Address, Phone information, Place of Employment, Phones Plus, Voters Registration, People at Work
- **Insight Collect** – Address, Phone information, Locator Information

Step 4 – Websites and Social Networks

Account Managers use targeted internet searches, including all major social networks, search engines, and database websites to uncover borrower location information.

- **Social Networks** – Twitter, Facebook, LinkedIn and specialized networks catering to professions, regions or known information about a borrower
- **Search Engines** – Google, Yahoo, Bing, etc.
- **Additional Databases** – Whitepages.com, SearchBug, Knowx.com, PeopleTracers, ancestry.com, Merlindata.com and more



Step 5 – Credit Bureau Searches

ERS has online access to credit bureau data through the three (3) major bureaus. The bureau becomes a permanent part of the borrower's record and can be reproduced at any time. During the initial review, Account Managers are looking for the following information:

- **Requesting Credit File** – Address information, phone information and employment information.
- **Experian Triggers** – ERS receives updated address/phone/employment file each time that new information is received by the Credit Bureau for a borrower

In addition to the standard credit bureau information, ERS also subscribes to receive Inquiry Analysis Information from Trans Union. Inquiry Analysis provides unverified, but potential new addresses and phone numbers that may be associated with the borrower.

Step 6 – Automatic Number Identification (ANI/Caller-ID)

All ERS ShoreTel phones are equipped with Caller ID Technology.

- **Automatic Number Identification (ANI/Caller-ID)** – Throughout the collection process, all incoming calls are monitored through ERS' ANI system and new borrower numbers are recorded.

Proposal Response Requirements and Submission Instructions

We have the processes and technology in place to provide our Account Managers with the best tools to perform location servicing. Our average right party contact (RPC) rate is over thirty five percent (35%) after sixty (60) days and can reach as high as fifty percent (50%) on some types of debt. The age and type of debt are the main components of our ability to contact a borrower.

PHASE III: ACCOUNT RESOLUTION

Within one (1) business day of account assignment, ERS initiates a campaign of letters and phone calls to the borrower. ERS has developed an Account Resolution Strategy that incorporates a series of borrower contacts with well-timed letters that inform the borrower of the remedies available to them to resolve their account.

Letters

The following provides a sample description of standard letters ERS has incorporated into our collection process as well as illustrates the timeline and function of various letters.

- **First Notice to Borrower** – This letter meets the requirements for the Debt Validation under FDCPA. It is sent within the first twenty-four (24) hours of ERS' acceptance of the account.
- **Second Notice** – Sent thirty (30) days after Debt Validation Notice.
- **Third Notice** – Sent thirty (30) days after Second Notice.
- **Fourth Notice** – Sent thirty (30) days after Third Notice.
- **Call Letter** – This letter is generated when we have a verified address for the borrower; however, we have been unable to reach the borrower by phone.
- **Financial Statement** – This letter is sent when a borrower agrees to a repayment plan but has not provided a financial statement.
- **Continuing Collection Activity** – The borrower has not made any efforts to resolve the debt and continuing collection efforts may be forthcoming.
- **Validation of Dispute** – This is a cover letter sent with the requested verification of the debt, i.e. an itemized statement or promissory note.

ERS sends a correspondence every thirty (30) days to accounts with a good address.

In addition to the letters above, ERS has created additional communication materials that address unique circumstances presented by each account. Letters have been developed to deal directly with attorneys, bankruptcy situations, request for cease and desist and a variety of other situations.

Please find included with our submission as Exhibit II Sample Letters.

Proposal Response Requirements and Submission Instructions

Due Diligence Safeguard Program (DDSP)

As an integral component of CMS, we have developed a Due Diligence Safeguard Program (DDSP). The programming modifications implemented in DDSP maintain that a minimum defined work effort is accomplished for each client. As each client is established, we control the maximum amount time allowed between attempts via DDSP.

MINIMUM ERS WORK STANDARDS



Please note that these are ERS' minimum standards. Optimum results dictate that most cases exceed that stated standards.

It is important to note, that ERS' DDSP was designed and implemented as a "safeguard device". We utilize DDSP for the purpose of ensuring proper account compliance.

The Due Diligence Safeguard Program will isolate each account as it approaches a "critical" due diligence time period. Account Managers' work queues have been modified such that the Account Manager will not have access to the next account in their queue if the existing account in their queue is in a "critical" due diligence stage. Only after the appropriate letter is sent and phone attempt made, will the system allow the Account Manager to advance to the next account.

A Critical Accounts Report is generated daily, listing all accounts requiring due diligence by Account Manager queue. This report is distributed to each Account Manager concerned and reviewed daily by management to further ensure accounts are worked properly and timely. Accounts requiring due diligence work are also scheduled to appear as the first accounts in the Account Manager work queue at the beginning of the day.

Proposal Response Requirements and Submission Instructions

Overall, ERS' DDSP system was developed as a precautionary measure, not as a tool to obtain the optimum collection results. We also find DDSP to be an efficient system for ensuring accounts are never carelessly assigned follow-up dates well off into the future. DDSP will override all Account Manager attempts to schedule advanced follow-up dates and/or bypass phone attempts, notice dissemination, return mail skip tracing requirements and past due payment collection procedures.

RESOLUTION STRATEGIES

Our corporate culture requires that each borrower be treated fairly and with compassion. Each Account Manager is trained extensively to gather financial information from each borrower to determine the best possible solution of repayment. As illustrated below, ERS structures the resolution strategies of an account based on the following decision:

- 1. *Payment in Full***
- 2. *Rehabilitation***
- 3. *Consolidation***
- 4. *Payment Plan***
- 5. *Administrative Resolution***

Upon reaching a borrower by phone, our Account Manager will make a strong, professional presentation informing the borrower of their delinquency status and the ramifications of default. A financial statement is taken from the borrower in an effort to ascertain the following:

- Loan Rehabilitation Purposes
- Other types of debt obligations
- Fair and equitable payment terms
- Potential eligibility for administrative resolution



Based on a review of the financial statement and other information presented by the borrower, several courses of action are pursued to cure the account.

1. *Payment in Full*

If the borrower demonstrates strong financial resources (i.e., home equity, open lines of credit), an attempt is made to collect the account in full. This is the first course of action pursued by an ERS Account Manager. ERS Account Managers provide the borrower with information regarding their debt and where they can send their payment. A follow-up call is scheduled for two days later to ascertain the intentions of the borrower with their obligation.

Proposal Response Requirements and Submission Instructions

2. Rehabilitation Account Management

Borrowers who have agreed to Rehabilitation will be held in a single Account Manager's route that will have the responsibility to work the account throughout the program acting as a counselor and resource for that borrower. An Operation Support division exists to assist the Account Managers with follow up on any required program documents or missed/declined payments.



Borrowers are assigned a due date of either the 5th, 10th, 15th, 20th, or 25th day of the month. Borrowers are able to schedule payments on a convenient date each month that is within the window of compliance for their assigned due date. Payments may be postdated for the length of the program via ACH or Visa/MasterCard. Payment reminder letters are sent to the borrower ten (10) days prior to the due date or posting date. Borrowers may provide an email address to receive electronic confirmation of their postdated payments. Payments are monitored by both the Account Manager and the Operations Support staff to assure they are received within the window of compliance. Missed payment letters are sent to the borrower if a due date has passed.

The disposition code of the account is changed each time a payment posts in order to track the borrower's progress in the program. Rehabilitation payments that have posted as well as post-dated payments are available to view in the CRS system. Fields are date stamped in order to indicate when required program documents have been sent to and received from the borrower.

For Perkins Loans, our Account Managers will discuss rehabilitation to any borrower who has not previously rehabilitated their loan. This enables the borrower to get in the habit of making monthly payments while paying down their loan balance and upon completion of rehabilitation, having the derogatory information removed from their credit report.

This particular course of action only works if the borrower has the time to wait to bring their account current and is not attempting to secure additional Title IV Funds, to have a transcript released, or to return to school.

ERS will consult with the University upon contract award to determine the school's rehabilitation requirements. We will also determine if the University has a preferred rehabilitation agreement to utilize for their borrowers or if ERS is to use our standard agreement. Upon receipt of the signed rehabilitation agreement, an imaged copy would be sent to the client.

ERS representatives communicate to the borrower the benefits of successful loan rehabilitation. Some of these measures include:

Proposal Response Requirements and Submission Instructions

- **Cost Savings** – Collection Costs will be removed upon completion of the rehabilitation.
- **Improve Credit Score** – Upon successful completion of rehabilitation, all derogatory information will be removed from the borrower’s credit line.
- **Account Returned to Lender** – Upon completing the program the account is returned and the individual would no longer have to work with a Collection Agency.

If the borrower expresses interest then ERS will forward the proposed plan to the client for approval. Information sent to the client includes:

- Down payment amount
- Down payment date
- Payment amount
- Rehabilitation start date
- Rehabilitation end date
- Total paid to date

Upon approval, ERS has the borrower sign and return a rehabilitation agreement with the above terms outlined and it is forwarded to the client. ERS then initiates the repayment program and closely monitors monthly payments until completion of the program.

With the understanding that VCU’s rehabilitation program may not follow the same process, ERS will customize a rehabilitation plan that will be specific to the University’s requirements. ERS will specifically train all agents to the conditions of the University’s program to achieve maximum recovery and provide the desired benefit to the borrower.

3. Loan Consolidation

With every Perkins Loan borrower ERS always first attempt to engage the student in a dialogue that provides a Payment in Full, a down payment plus payments to resolve in eighteen (18) months or a straight payment plan to resolve in eighteen (18) months. However, for those borrowers with significant balances or multiple Title IV debts, the flexibility of the repayment schedules for consolidation may prove to be more manageable for borrowers than other repayment options. Borrowers are introduced to the availability of loan consolidation as an opportunity to remedy the balance of the account when the loan types dictate that this is a reasonable course of action or when the balance of the borrowers account is of the nature that it is more practical to consolidate into a reasonable repayment plan.



Proposal Response Requirements and Submission Instructions

4. Payment Plan

If ERS staff determines that the borrower cannot pay in full in a manner that is satisfactory to the client, ERS has the borrower complete a financial statement. Using the information obtained from the financial statement, alternative options such as a repayment arrangement that is commensurate with the borrower's present financial condition are presented for consideration. Key indicators such as employment of the borrower and potential financial resources may direct the Account Manager to request a "good faith" down payment to assist in retiring the obligation. It is ERS' primary objective in negotiating repayment agreements to resolve the account balance as quickly as possible.

A financial statement window on the ERS system is used to store individual borrower financial data to assist the collection staff in accumulating information that might assist in the decision-making process. When a collection consultant negotiates a repayment plan with the borrower, this information is incorporated and assists in the recovery process.

A repayment screen feature allows for effective monitoring of established repayment schedules. Once a repayment schedule is established, monthly scheduled amounts and payment due dates are input into the system. By capturing this information, edit reports are generated to monitor compliance. The payment reminders are triggered off information that is contained in this system feature.

Borrowers may also opt to schedule postdated payments on a convenient date. Borrowers are sent notices ten (10) days prior to the agreed upon due date reminding them of the due amount/scheduled payment. Notices provide an updated balance amount to the borrower. Borrowers are able to receive an electronic confirmation of their payments via email if the opt to schedule postdated payments via ACH or Visa/MasterCard.

The disposition code of borrowers making voluntary payments is updated to indicate the account is in a voluntary payment status. The disposition code isolates the account from general collection activity aside from the reminder notices for the borrower's agreed upon payment due dates.

5. Administrative Resolution

ERS administratively resolves accounts through various non-payment processes, these may include: bankruptcy, death, total and permanent disability, incarceration, and military service.

Bankruptcy – When a borrower states to have filed bankruptcy, ERS attempts to obtain information regarding the date of filing, name of attorney and particular circumstances of the bankruptcy. Once the petition is received or the bankruptcy is confirmed, ERS suspends all collection activity and will forward a notification of the bankruptcy along with a copy of the bankruptcy docket to your designee via overnight mail or facsimile within twenty-four (24) hours of receipt by ERS. As with other aspects of the collection process, ERS captures information on the bankruptcy and enters the details into a collection window designed specifically for reporting information to our clients.

Proposal Response Requirements and Submission Instructions

Death – ERS will scrub for deceased information at time of placement and will receive status updates from our vendors while the account is active with ERS. The Client Relations department assigns the role of processing deceased borrower notification to the Client Relations Administrator. The Client Relations Administrator pulls daily reports from CRS to identify potential deaths that may have been categorized as results of nightly system scrubs. Various methods including the Lexus/Nexus database, Accurant, and internet searches for obituaries and other legitimate and verifiable means will be employed to confirm if a borrower is deceased. Once confirmed, the Client Relations Administrator will email the deceased borrower confirmation documentation to the Client Service Representative who is responsible for sending the documentation to the client. The account is then closed and returned to the client.

Total and Permanent Disability – If a loan allows for cancellation for Total and Permanent Disability, we will collect the appropriate paperwork from the borrower to facilitate your decision in granting a cancellation. It is understood that ERS will not cancel any account without the proper documentation and subsequent verification from your office.

Incarceration – During our collection efforts, ERS may determine that a borrower recognizes their indebtedness and wishes to repay their obligation, but is unable to do so at the present time. ERS may classify an account as "Inability to Pay at Present." Incarceration is an event that will qualify a borrower for "Inability to Pay at Present" status.

The status of all "Inability to Pay at Present" accounts is reviewed on an intermittent basis to determine if the borrower has acquired sufficient assets to pay voluntarily and/or satisfy a judgment or a substantial portion thereof. Mail and/or telephone perform the verification. In addition to verifying the borrower's current status, the address and telephone number are verified. Information pertinent to the borrower's incarceration is detailed in a collection window. When the account is tabbed for a review date, this information will be updated.

Military – Accounts which are identified to belong to a borrower who is in active duty service for the U.S. military are given a designated disposition code. The accounts are flagged for Account Managers to provide necessary information, if requested by the borrower, regarding benefits provided under the Service-members Civil Relief Act (SCRA).

Service Cancellations, Deferments, and Forbearance

ERS Account Managers working Perkins Loans have an extensive knowledge of the cancellations, deferments, and forbearance provisions available to your borrowers.





Proposal Response Requirements and Submission Instructions

Once University guidelines have been established for administrative resolution protocols, our Account Managers and client relations representatives will process the accounts exactly as contractually directed. Our staff will never imply that a borrower qualifies for administrative resolution without first being granted permission by your staff or that of your billing servicer. Many schools ask us to collect the amount that was due prior to the situation that enabled the borrower to qualify for administrative resolution. ERS understands that no fees are due to us for facilitating this flow of paperwork; rather, only for dollars collected. We look at this as an additional service we provide to assist our clients (at no charge) in bringing accounts current and ensuring borrowers are aware of cancellations, deferments, or forbearances for which they may qualify.

ERS staff is aware of the following cancellation provisions for Perkins Loans:

- Teaching
- Early Intervention services
- Law enforcement or corrections officer
- Nurse or medical technician
- Child or family service agency
- Head start
- Military
- Volunteer service
- Full time attorney employed in a defender organization
- Full time firefighter
- Full time faculty member at a Tribal College or University
- Librarians with a master's degree in library science

Payment Mechanisms

Incorporated into our collection process are payment methods designed to facilitate easier payment from borrowers. These methods are as follows:

ACH Payments – In order to accommodate consistent payments over time, ERS will request from borrowers up to twelve (12) post-dated payments for deposit at the intervals agreed upon between the borrower and ERS. Consistent with the FDCPA regulations Section 808(2) governing the handling of ACH's, ERS will generate a posting reminder no sooner than ten (10) days prior to the deposit of these funds.

Proposal Response Requirements and Submission Instructions

Western Union Quick Collect/MoneyGram – We are equipped to receive funds via Western Union Quick Collect or MoneyGram. Borrowers are instructed to go to a participating facility and for a minimal fee funds will be wired to ERS within the hour.

Credit Card Payment – ERS accepts Visa and MasterCard payments from borrowers who wish to pay by credit card.

Educating Borrowers

Our commitment to you and your students extends to an E-Commerce Site for Borrowers. Making it easier to learn about the process builds trust. Trust leads to productive repayment plans.

Advantage: Virginia Commonwealth University

E-Commerce Site – In order to perform in today’s marketplace, an agency must offer services twenty-four (24) hours a day, seven (7) days a week and 365 days a year. Additionally, today’s borrowers are technically savvy and rely heavily upon access to the digital world. Understanding the demographic of today’s borrowers allowed ERS to respond with a technologically concentrated solution. ERS maintains an e-commerce website, Help-U-Pay, a valuable added service, exclusively for borrowers. Once a borrower has been directed, through our letter campaign or by their Account Manager, to the helpupay.com website, managing their accounts is simple. The e-commerce site allows borrowers to make payments via credit card or ACH and update demographic information. In addition, borrowers may communicate via messaging with ERS Account Managers or refer to our Frequently Asked Questions (FAQ) link. Help-U-Pay allows the borrower to simply sign in and manage their account at any time, from anywhere.



Wire Transfers – In some instances, ERS will accept wire transfers from borrowers directly into our trust account. Generally, these wire transfers are for larger balance payments and typically from a lending source secured by the borrower.

Proposal Response Requirements and Submission Instructions

International Payment Processing – Through a partnership with PeerTransfer, an online payment forum, ERS has capitalized on an innovative way to streamline international education payments. This enterprise has yielded payments from countries all around the world including; Australia, British Virgin Islands, Canada, Colombia, Germany, Italy, Mexico, Nigeria, Peru, Republic of Korea, Spain, Switzerland, Trinidad and Tobago, the United Kingdom and Zimbabwe, just to name a few. PeerTransfer eliminates hidden bank fees – ensuring proper payment amounts are received and permits the borrower to pay their balance in their own currency.



On-Site Payments – Local borrowers can expedite payment posting by making a payment at our corporate office.

- b. Provide an overview of your firm’s financial status that may 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.

ERS is one of the industry’s most financially secure and stable firms. As a contractor for federally regulated Loans, ERS is held to strict guidelines and the highest standard of fiscal responsibility. ERS is confident in our financial capacity and capabilities to undertake and successfully complete the Virginia Commonwealth University contract.

Evidence of ERS’ financial stability can be found in our most recent year audited Financial Statement included as Exhibit III.

ENTERPRISE RECOVERY SYSTEMS, INC. PROPRIETARY INFORMATION STATEMENT


The proprietary information detailed within ERS’ Financial Statements is considered to be “trade secret status” and thus confidential and cannot be reproduced or generally disseminated.

- c. Describe in detail, the types of administrative services and support services (to include automated support) / collection software typically provided by your company, **at no additional cost**, associated with the collection services (financial) specified in, **and** in response to, this RFP.

Client Relations

ERS’ Client Services Department is responsible for directly facilitating our client relationships and the connection between our clients and the various other departments at ERS.





Proposal Response Requirements and Submission Instructions

Ms. Connie Robinson is the Director of Client Relations for ERS and possesses over nineteen (19) years of Higher Education agency experience. Ms. Robinson's award winning client relations staff consistently delivers exceptional customer service to its Higher Education client base. This is achieved by providing rigorous initial and on-going customer service training to the staff, managing customer service representative client workloads to a maximum of forty (40) clients per representative, providing multiple tiers of customer service touch points from the client representative, the external account manager, the sales representative, customer service manager, and the vice president of sales and customer service.

Mr. Thom Arnoldt, Client Relations Manager, possesses over seventeen (17) years of customer service experience. Mr. Arnoldt holds a Master's degree in Higher Education Administration and Leadership from Kaplan University, and has worked in proprietary higher education, admissions, financial aid as well as having experience in policy and procedure writing, with an emphasis on financial aid. His breadth of industry knowledge, as well as his recognition of the company's service goals, makes Mr. Arnoldt an invaluable talent to ERS and the clients we serve.

Our support driven approach dedicates three (3) customer support members to Virginia Commonwealth University. Their sole function is to ensure that each and every client is provided with a full-service customer experience. The first support pillar is the Client Service Representative (CSR), who is responsible for day-to-day client interaction and can be utilized as a resource for resolving any customer concerns. Upon contract award, ERS will assign a dedicated CSR for the duration of the University contract.

In addition to the dedicated CSR, a secondary Client Service Representative will be cross-trained for the VCU contract deliverables. This will guarantee prompt accurate service even in instances where the dedicated CSR is unavailable.

The second support pillar is the Client Account Manager (CAM), Ms. Shimoli Shah serves as a project manager for any customizations or deliverables to the client. She will also be building fundamental relationships with the client through quarterly customer satisfaction follow-ups. Ms. Shah will serve as an additional resource to ensure the University is given a customized service approach based on individual needs and requirements. The CAM will also provide web based client portal training, create and deliver any customized report requests, and similar data based requests.



Proposal Response Requirements and Submission Instructions

The third support pillar is the Contract Manager/Sales Representative, who is responsible for monitoring and verifying that all contractual needs are met for Virginia Commonwealth University. Upon contract award, Mr. Doug Hendrickson will be assigned as the University's liaison. Doug has twenty-five (25) years of industry experience specializing in customer client services. Along with members of the Client Relations department; he will be responsible for the onsite training of University personnel and other contract implementation details during the on-boarding process. As the Contract Manager, Mr. Hendrickson will hold quarterly business reviews with VCU. These meetings will provide the University the opportunity to discuss compliance with the terms of this contract, areas of strength in contract performance as well as areas of opportunity. He will then share takeaways with the teams involved in implementing change and coordinating activities of the various departments at ERS. This will help us ensure contractual requirements are being met from a customer service and operations perspective. Additionally, Mr. Hendrickson is available to the University any time by email and phone.

CAPABILITIES

As an expert in the Higher Education Industry with over twenty-six (26) years of experience, ERS clearly understands the value of our client partnerships. Although no one performs better than ERS when it comes to debt collection and maximizing your return on dollars placed, no other agency in the industry provides more unique value added services or more non-traditional services than ERS.

ERS Training & Leadership Institute

ERS is committed to offering complimentary development and leadership training to Higher Education Institution staff members. This includes:

Quarterly Webinar Series

- Regional Workshops
- Training Seminars
- Advisory Council
- Dear Client Emails
- Trade Associations



Quarterly Webinar Series

ERS began offering our clients Webinars in 2012. Each Quarter ERS hosts a webinar for our clients on Campus Receivable Management topics. These ninety (90) minute webinars change topic each session as well as featuring a different speaker each presentation. All webinars are recorded and available for playback at client's request. We focus our efforts on the latest trends and changes in the industry to keep information and topics fresh and relevant. Our Client Relations Department will also take topic suggestions from clients.



Proposal Response Requirements and Submission Instructions

Each webinar is co-hosted by various Higher Education Business Office experts throughout the community. Our most recent series held in late March, *“Reducing Delinquencies by Increasing Customer Service”*, detailed improved customer service through communication.

Our host Ms. Judith Flink, Retired Executive Director from the University of Illinois collaborated on this informative discussion on communication strategies to increase customer satisfaction while simultaneously reducing delinquencies.



Reducing Delinquencies by Increasing Customer Service

Thursday, March 26, 2015 ▪ 1:00 to 2:15 pm (CST)

When students and their families have sufficient information regarding the Accounts Receivable policies and procedures they can make informed decisions and be proactive in managing the student account. The University of Illinois System developed a communication plan, outside the regular orientation program, that helps with the financial challenges many of our students and their families experience.

This webinar will take a look at how the University of Illinois System has improved billing procedures, payment options, refund processes and other resources provided by University Student Financial Services and Cashier Operations (USFSCO).

Our panel of presenters will include:

- James Burgdorf, USFSCO
- Joseph Shroyer, USFSCO

Join our host Judith Flink, Retired Executive Director University Student Financial Services at University of Illinois System, to discover how to implement an effective communication strategy for students and parents that will increase customer satisfaction, while reducing delinquencies and defaults.

Register for this complimentary webinar at:

ersinc.com/webinars

Regional Workshops

Virginia Commonwealth University

Response to Request for Proposal – RFP # 6253333SW

Proposal Response Requirements and Submission Instructions

ERS offers Regional Workshops throughout the course of the year, which are held on our client campuses. Such topics include; Receivables Management - Best Practices, Regulatory Updates, Compliance, and other industry matters.

Training Seminars

Upon request, and at no charge, ERS has frequently provided professional development and Higher Education specific training. Recently, ERS has performed collection training seminars for DePaul University, Loyola University, Northwestern University of Central Florida; University of Pittsburgh, University of Chicago, University of Illinois, University of Kentucky, the University of Memphis and many other clients. At ERS, we believe that training and education are the keys to successful implementation of evolutionary rules and regulations, resulting in high-level quality control and services.

Categories for Presentations

Leadership Development
Management/ Supervisory Development
Values Based Leadership

Overcoming Obstacles
Handling Conflict
Dealing with Change & Transition

Customer Service
Team Building
Effective Communication

Project/ Strategic Management
Setting Priorities
Establishing Goals & Objectives

Business Development & Sales
Executive Coaching
Performance Management

Problem Solving
Conflict Resolution
Business Ethics

Advisory Council

The mission of our Advisory Council is to provide a forum in which a cross section of ERS' client base can convey to ERS; strengths, issues, and areas of opportunity, which enable us to improve upon our services. This medium allows ERS to communicate upcoming service improvements, investments in technology, and future events in which we will be participating. Additionally, there is also opportunity for our clients to discuss potential desired service offerings for the future.



Proposal Response Requirements and Submission Instructions

"Dear Client" Emails

As an expert in the Higher Education Industry, we feel it is incumbent upon us as an organization to keep our clients abreast of regulatory updates. ERS will provide updates through 'Dear Client' emails as important Industry information becomes available, regulatory or otherwise.

Trade Associations

ERS actively participates on committees and as speakers in those trade associations that promote the programs within the industry service and is always in front of upcoming industry regulations. Since our inception, our involvement with these organizations has provided ERS with the necessary insight into the development and implementation of the Federal regulations that impact the student loan programs. In addition, this participation allows members of our staff to develop tremendous knowledge of the dynamics of College and University Administration. The end result is that we have developed the professional instincts required to assist our clients with their unique collection needs. ERS is an active participant in national organizations such as COHEAO and NACUBO along with regional organizations.



- d. Identify all debt collection services (financial) performed and provided 'in-house.'

All services detailed under the scope of this contract will be performed at ERS' Corporate headquarters; an 85,000 square foot modern call center facility located at: 2000 York Road, Suite 114, Oak Brook, Illinois 60523. ERS does not out source services nor do we utilize services outside the United States

- e. Identify the types of, and how often, your company subcontracts, debt collection services (financial).

ERS does not subcontract for debt collection services. Our growth over the last ten (10) years has provided us the leverage to grow our resources; staffing, technological and industry knowledge to perform all duties internal.

ERS does subcontract with a number of vendors for letter services, printing, office supplies and a variety of other indirect partnerships relative to our industry.





Proposal Response Requirements and Submission Instructions

- f. Discuss the different ways your firm is able to transmit accounts.

Placement of Accounts with Agency

ERS supports multiple methods of secure file transfer to accommodate the varying requirements of our customers. Many of our clients utilize the transmission of data files to our Secure File Transfer Protocol (SFTP) site and/or our secure download site on our client web portal (Navigate) for the purpose of placing accounts with ERS. File transmissions from our client web portal are SFTP encrypted, downloaded, and subsequently migrated into our collection management system.

- Ftps.ersinc.com – Our secure file transfer server contains transport layer and SSL layer security. The ERS FTPS server is built on Solarwinds' Serv-U Gateway platform, which is PCI-DSS 2.0 compliant. When files are uploaded to our site, notification of file availability is communicated via email to our File Processing and Client Relations teams, who pick up and process the files accordingly. The SSL certificate is issued by GeoTrust Certificate Authority.

Receiving Placements in Different Formats

Our goal is to simplify the exchange of information required for the placement of accounts as much as possible. ERS will provide as much support as necessary to facilitate any transmission of information. Currently, ERS receives accounts from the four largest billing servicers; Affiliated Computer Services (ACS/XEROX), Educational Computer Systems, Inc. (ECI/Heartland), Campus Partners, University Accounting Service (UAS). We are on-line with agency reports from billing servicers and have the capacity to receive placements through our FTP Site when provided the file specifications. ERS can accept Excel files and conversely provide all reports back to the University in Excel (.csv) or PDF (.pdf).

- g. Describe your firm's availability to start work immediately upon award and to dedicate staff until completion of the project. Describe how your firm would handle the transition from the current contractor to your firm. Identify issues to be addressed and describe what steps your firm would take to minimize the impact on the agencies using the current contract.

Implementation Meeting

If awarded a contract we will immediately make arrangements for Project Team members, to meet with the appropriate University personnel on your campus with the purpose of reviewing your expectations and making sure that all deliverables under the scope of this RFP will be met.

4. Methodology and Approach:

- a. Describe in detail, the proposed approach (work plan, to include all associated data elements, activities, and personnel) for performing and providing debt collection services (financial).



Proposal Response Requirements and Submission Instructions

DEPARTMENTS OF ERS

Sales

The ERS Sales Department is responsible for driving new client sales, advertising and marketing, external servicing of ERS clients, and ensuring that client contractual requirements are met. Each salesperson is required to perform face-to-face visits with their clients and in this ensure that all client needs are being exceeded. Mr. Steve Recchia, Vice President, oversees the sales staff and has over twenty (20) years of higher education industry experience with ERS.

Client Relations

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Campus Based Collections

This Department is responsible for insuring the maximum potential recovery of dollars back to your institution. The management of this department will ensure that activities of ERS are in compliance with all applicable provisions of the Federal regulations pertaining to Title IV Collections, laws pertaining to fair debt collection practices, and the provisions set forth in this contract. Management will also have responsibility for the treatment of and resolution of inquiries or problems regarding accounts and contractor actions raised by borrowers, lenders, or your personnel, which are not satisfactorily dealt with at a lower level.

Proposal Response Requirements and Submission Instructions

Information Technology (IT)

The ERS IT Department consists of thirty-six (36) full-time, highly trained, experienced and knowledgeable employees. This Department is responsible for managing and protecting ERS’ automated systems and technology. This includes ERS’ collection software, sales software, accounting software, phone systems, auto-dialers, client portal, all servers, etc. This department ensures that system malfunctions are promptly corrected, and modifications to the systems are implemented as needed for evolving service requirements and contract amendments as well as changes in Federal regulations or other laws. The Chief Technology Officer will ensure that the system will be responsive to non-routine needs, such as ad hoc reports or special account reviews, which may arise.

Quality Control/Business Analytics

This Department is responsible for ensuring corporate compliance within the various departments at ERS and support through providing metrics and reports to aid in analysis of departmental functions.

Accounting

The primary function of the accounting department is to track all revenue and expenditures. More specific, they are responsible for financial accounting which includes financial and fixed asset reporting, corporate payroll, budgeting for each department, accounts payable as well as maintaining the general and subsidiary ledgers, processing and recording all revenues and preparation of financial statements. Accounting also handles the tracking of purchase orders, and management of the cashing process.

Corporate Compliance / Ombudsman Department

ERS' Corporate Compliance Group (CCG) strives to establish and maintain compliance with all consumer financial protection regulations mandated by the Consumer Financial Protection Bureau (CFPB). In addition, we adhere to the Fair Debt Collections Practices Act (FDCPA), Electronic Fund Transfer Act (EFTA), Equal Credit Opportunity Act (ECOA), Unfair Deceptive or Abusive Acts or Practices (UDAAP), Telephone Consumer Protection Act (TCPA), Service-member Civil Relief Act (SCRA), and Family Educational Rights and Privacy Act (FERPA). The CCG is comprised of several teams including quality control monitoring, quality control auditing, analytics, and technical writing. Additionally, CCG serves as an advisory board for all ERS compliance related issues and business initiatives.



Proposal Response Requirements and Submission Instructions

The CCG understands that compliance training is not just about reciting rules and regulations it is about delivering the material to encourage conformity. Our comprehensive Compliance Training Program focuses on ethics and compliance with the ultimate bottom line of mitigating risk to the organization and its clients. All ERS new hires are required to participate in the Introduction to Compliance training program, whether they've been in the financial services industry for decades or just starting out. The CCG also delivers on-going compliance training, which includes monthly regulatory training, our *"What's New in Compliance"* monthly newsletter, and Annual Compliance Refresher training. The result: compliance fully integrated into the ERS business model.

Human Capital

The HC Department is responsible for Employment and Recruiting, which involves the interviewing, recruiting, and testing. HR also coordinates ERS Training and Development via orientation, performance management, skills training, and productivity enhancement. This department researches compensation levels of wage and salary administration, incentive pay, job descriptions, and performance evaluation. Additionally, HC is responsible for oversight of ERS' benefits, Employee Services, Employee and Community Relations, maintaining personnel records, health and safety and strategic planning.

As outlined above in Section 3 – Capability of the Firm (a), is a complete and detailed response outlining our Collection Methodology.

b. Discuss ability to collect accounts nationally and file reports with all major credit bureaus.

ERS is a nationally renowned collection agency with borrowers residing in every state across the country. ERS is licensed to collect in all states and municipalities that require agency licensing. We work with delinquent or defaulted borrowers in all fifty (50) states.

International Collections

We provide services to borrowers residing in every state across the country and countries all around the world. University campuses are seeing a growing trend of increased international student enrollment. As a result, ERS has developed a dedicated International Recovery Team to handle all International Collections. Each team member works from remote offices, enabling the agents to complete collection activities in the borrower's time zone. The ERS International Recovery Team is prompt, professional and ethical. This specialized unit allows ERS to deliver a fast and effective collection strategy to borrowers residing outside the United States.



Proposal Response Requirements and Submission Instructions

For borrowers that speak a foreign language, multi-lingual Account Managers are made available to assist with interpretation. ERS currently employs multi-lingual recovery specialists including: Spanish, Greek, German, Italian, French, Russian and Polish. When the communication obstacle is eliminated, the process of collection is identical to our domestic recovery process.

Through a partnership with PeerTransfer, ERS has capitalized on an innovative way to streamline international education payments. This enterprise has yielded payments from countries all around the world including; Australia, British Virgin Islands, Canada, Colombia, Germany, Italy, Mexico, Nigeria, Peru, Republic of Korea, Spain, Switzerland, Trinidad and Tobago, the United Kingdom and Zimbabwe, just to name a few. PeerTransfer eliminates hidden bank fees – ensuring proper payment amounts are received and permits the borrower to pay in their own currency.

Credit Bureau Reporting

ERS agrees to provide Credit Bureau Reporting service on behalf of Virginia Commonwealth University, if desired. Specific authorization must be given in writing for each portfolio VCU elects to have reported to the credit bureaus.

In order to report an account to any of the bureaus, ERS must have the original date of delinquency or write-off date for the debt to be reported. Reporting typically begins sixty (60) days from the date of referral to ERS in order to mitigate any potential double reporting. This time period allows for the debt validation period to expire and a notification to be generated to the borrower disclosing that the account will be reported. Accounts that pay in full prior to this time period will not be reported.

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

As a specialist in Higher Education it is imperative that we are regulatory experts and maintain strict compliance not only with student loan regulations but also with Family Education Rights and Privacy Act (FERPA), Fair Debt Collection Practices Act (FDCPA), Gramm-Leach-Bliley (GLB), Red Flag Rules, and all other Federal and State laws. All ERS Supervisors and Account Managers are experts in Federal and state statutes, regulations and guidelines governing collection work. All ERS Operations staff, regardless of tenure, are tested monthly on key areas, including the FDCPA, Fair Credit Reporting Act (FCRA), Gramm-Leach-Bliley Act, Federal Perkins Regulations 34 CFR 674, State Laws which are more restrictive than the FDCPA, Bankruptcy Code, as amended (11 USC Sec. 101, et. seq.), Statute of Limitations, etc. ERS understands these laws and maintains strict compliance with all Federal and State regulations.

Proposal Response Requirements and Submission Instructions

Fair Debt Collection Practices Act (FDCPA)

ERS conducts debt collection practices in a fair and assertive manner, maintaining strict compliance with the FDCPA established by the Federal Trade Commission. We ensure adherence to the FDCPA provisions through the following established practices:

- Prohibiting disparaging, deceptive, and unfair debt collection actions by Account Managers.
- Ensuring reputable Account Managers, which engage in fair collection actions and refrain from abusive collection practices, are compensated to reflect ethical practices.
- Promoting consistent action, state by state, to protect consumers from debt collection abuse.

ERS will not use threats, intimidation, harassment or any unfair collection practices in the collection of the state's accounts. ERS places the utmost importance upon its staff to make certain we do not violate any guidelines established by Federal, state, and local laws, regulations and rules.

- d. Describe your firm's cash-handling procedures and controls. Describe the standard methodologies to be employed to maximize the collection of account receivables for VCU, to include the minimum number of telephone calls to debtors; and the maximum number of telephone calls to debtors.

When a cash payment is sent via mail, in the same mail accounting procedures are followed as with checks. First, the cashiering clerk will locate the account to which the cash will be credited. Once the cash has been accurately applied, a deposit slip for the appropriate client trust account is created and then sent to First Midwest Bank via our Facilities Management coordinator.

If a cash payment is "walked in" to ERS Corporate headquarters, the cashiering clerk will perform the following procedure:

Compliance

*"I believe every person has worth as an individual.
I believe every person should be treated with dignity and respect.
I will make it my responsibility to help consumers find ways to pay their just debts.
I will be professional and ethical.
I commit to honoring this pledge."
— ACA Collector's Pledge*

Advantage: Virginia Commonwealth University

Proposal Response Requirements and Submission Instructions

Step 1 – Verify the account is active with ERS

Step 2 – Post the payment within CRS

Step 3 – Prepare and deliver a manual receipt

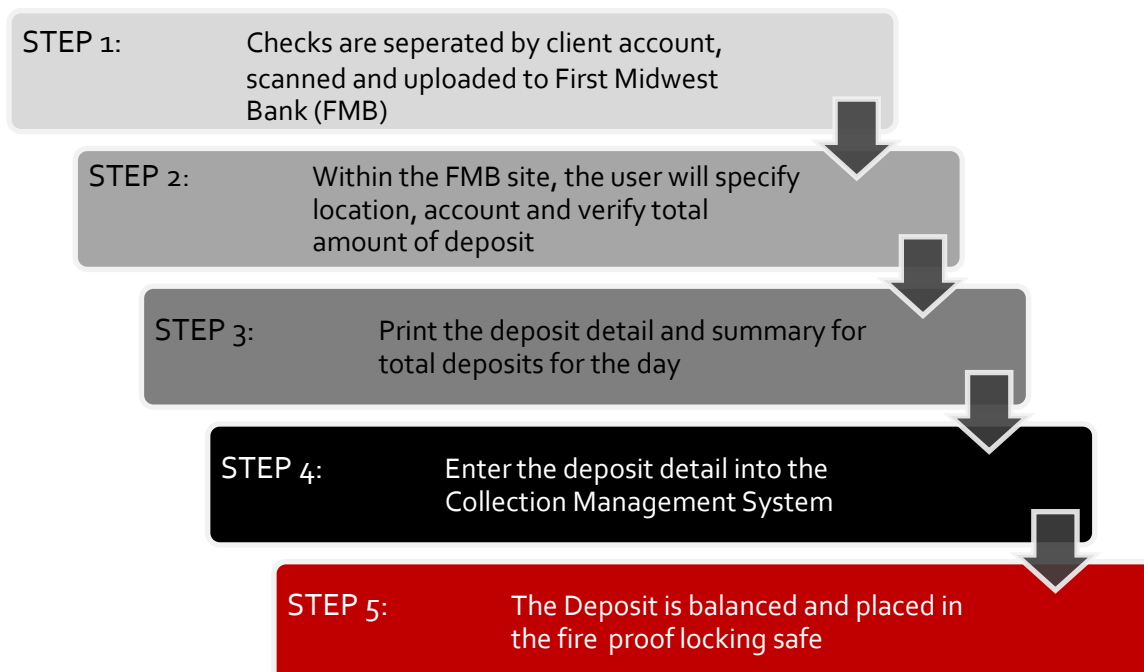
Step 4 – Create a deposit slip which is sent to the bank

For each instance of cash payment, the account is notated stating who received the payment and who the cash was given to.

A detailed Cash Journal daily report is printed from the collection software system, balanced and then entered into a daily deposit reconciliation form by a payment processor. The report is balanced by trust account and payment type. The reconciliation form is verified by a second payment processor who then enters the data into accounting system.

Bank Deposit Policy - All deposited are completed based upon individual client trust requirements or by the collection licensing board for the specific jurisdiction.

DAILY DEPOSIT PROCEDURE



Proposal Response Requirements and Submission Instructions

Within ERS there is a dedicated Cashiering team specifically devoted to borrower payment processing. ERS also has an Accounting Department, which handles all other accounting related duties.

Due Diligence Safeguard Program (DDSP)

As an integral component of CMS, we have developed a Due Diligence Safeguard Program (DDSP). The programming modifications implemented in DDSP maintain that a minimum defined work effort is accomplished for each client. As each client is established, we control the maximum amount time allowed between attempts via DDSP.

MINIMUM ERS WORK STANDARDS



Please note that these are ERS' minimum standards. Optimum results dictate that most cases exceed that stated standards.

It is important to note, that ERS' DDSP was designed and implemented as a "safeguard device". We utilize DDSP for the purpose of ensuring proper account compliance.

The Due Diligence Safeguard Program will isolate each account as it approaches a "critical" due diligence time period. Account Managers' work queues have been modified such that the Account Manager will not have access to the next account in their queue if the existing account in their queue is in a "critical" due diligence stage. Only after the appropriate letter is sent and phone attempt made, will the system allow the Account Manager to advance to the next account.

A Critical Accounts Report is generated daily, listing all accounts requiring due diligence by Account Manager queue. This report is distributed to each Account Manager concerned and reviewed daily by management to further ensure accounts are worked properly and timely. Accounts requiring due diligence work are also scheduled to appear as the first accounts in the Account Manager work queue at the beginning of the day.

Proposal Response Requirements and Submission Instructions

Overall, ERS' DDSP system was developed as a precautionary measure, not as a tool to obtain the optimum collection results. We also find DDSP to be an efficient system for ensuring accounts are never carelessly assigned follow-up dates well off into the future. DDSP will override all Account Manager attempts to schedule advanced follow-up dates and/or bypass phone attempts, notice dissemination, return mail skip tracing requirements and past due payment collection procedures.

All collection activities are documented in our collection software, CR Software (CRS). Inherent in ERS' ability to manage accounts and provide the necessary audit trails to insure compliance with Federal Regulations and contractual compliance. Every action and transaction is date and time stamped along with the initials of the person who made the transaction. Whenever any action is performed on the CRS system a console message is posted indicating the debtor account number which was accessed as well as the start and end times of the action. These messages are used for tracking, auditing and trouble-shooting all actions taken on the system.



- e. Describe in detail, your company's processes and policies in the event your company receives a Non-Sufficient Check (NSF) from a debtor.

Once an NSF check is received, standard policy states ERS will not accept another check from the offending debtor until prior payment has been satisfied. Each NSF account will get at least two (2) attempts on the first day and thereafter, daily for minimum of ten (10) days. If the check is not recovered and new arrangements established, the account will return to the regular collection cycle. ERS does not charge NSF check fees.

Upon receipt of the daily NSF Report, payment processing will remove each missed payment from the account, disposition the account within the collection system, remove any scheduled payments, and send the appropriate list of checks to the Collection Managers.

ERS does not charge NSF check fees. We recommend holding payments made by check for ten (10) days to mitigate the reporting and remittance of NSF check fees to VCU.

- f. Discuss what your firm considers to be custom programming. Identify the normal programming that will be included in your percentage-based collection fee, and the custom programming for which agencies will pay an extra hourly charge.

Proposal Response Requirements and Submission Instructions

All programming is a standard feature included in the service we provide our clients. There are no additional software or hardware requirements needed for the scope of this project. Upon contract award, the ERS Project Team will oversee the transition of collections operations. Our professional Project Team has successfully managed hundreds of client onboarding projects and will be hands-on with VCU to ensure a smooth transition. Our team includes departmental managers and staff from Client Relations, Collections Operations, MIS, Programming and File Processing.

- g. If the Commonwealth allowed different collection fees for first, second and third or more placements of debt, how would that affect the pricing submitted with your proposal?

The fees proposed for tertiary placements would likely be a few percentage points higher due to the concerted effort necessary to accomplish collections on longer outstanding accounts. ERS is a contingency based agency; we strive for results for both client returns and professional goals. The success of the Virginia Commonwealth University contract is a shared responsibility between all departments of ERS. There are no additional fees for start-up, due diligence, administrative, credit bureau reporting, servicing or on-line access.

Regarding dormant (inactive) judgments, ERS would propose a tailored strategy which is detailed in Attachment 3 – Appendix 3 – Price Schedule.


5. Comparable Services of the Firm:

- a. Describe in detail, the typical types of accounts for which your company performs and provides debt collection services (financial; specifically address Perkins cohort accounts); and explain the methodologies employed to conduct these collection services (financial).

Over the last twenty-six (26) years, we have amassed a diverse portfolio of clients within the Higher Education Industry; including over 300, Four Year Public Institutions, Four Year Private Institutions, Proprietary Schools, Community Colleges, etc. In addition, we provide collection services for numerous national and state guarantee agency programs and a multitude of Private Loan Lenders.

Our areas of specialization include:

- Federal Loans
- NDSL / Perkins Loans
- Cohort Accounts
- Accounts Receivable
- Institutional Loans
- International Accounts
- General Accounts Receivable



Proposal Response Requirements and Submission Instructions

COHORT MANAGEMENT

ERS is routinely asked to assist our clients in decreasing their cohort default rates. We work closely with the client and to establish goals that facilitate them reaching their desired outcomes. These goals are then communicated to our Operations Department and a plan to meet the goals is implemented. The client relations department is then responsible for monthly updates to our clients relative to our progress. The Operations Department, Contract Manager, Client Relations Department, and the Client also collaborate to ensure timely processing of deferments and forbearance's to cure defaults.

We have an extensive training program that revolves around not only debt collections but emphasizes the Federal regulations and provisions of the Perkins loan program.

ERS' collection program for cohort collections is designed to generate highly concentrated, up-front collection activity that not only exceeds current mandatory Department of Education due diligence requirements for federally backed loans, but is also directed at achieving maximum bottom line results in order to best insure that your Institution's cohort rate is maintained at your desired level. Our cohort Account Managers work as diligently for an administrative resolution as they do for a payment plan or consolidation. Their goal is to "cure" your defaulted cohort accounts.

In order to provide your institution visibility to our progress on your cohort accounts we provide a monthly cohort year report which provides you a list of all accounts assigned to ERS within the cohort year, how many we have cured fiscal year to date, how many accounts are pending cure prior to the fiscal year end and how many unresolved accounts remain.

The schools that we have listed as references will attest to our success rates on Cohort collections.

- b. Provide three (3) references for your firm preferably universities with volume and expenditure level similar to Virginia Commonwealth University (VCU). Each reference to include the name of the organization, a brief summary of the scope, complete mailing address, the name of the contact person with email address and telephone number.

Please find detailed in the chart below a sample of ERS clientele of similar demographics to Virginia Commonwealth University.

Proposal Response Requirements and Submission Instructions

Client and Location	Contact Name and Information	Contract Date and Description
Virginia Polytechnic Institute and State University 150 Student Services Building Blacksburg, VA 24061	Ms. Melinda West (540) 231-6277 mwest@vt.edu	<ul style="list-style-type: none"> ▪ Contract 2013 – current. ▪ Collection of reassigned student receivables.
Old Dominion University 5115 Hampton Boulevard Norfolk, VA 23529	Ms. Delores White (757) 683-6881 dwhite@odu.edu	<ul style="list-style-type: none"> ▪ Contract 2009 – current. ▪ Collection of reassigned Perkins Loans. ▪ ERS has attained a recovery rate of 28% on these reassigned accounts.
University of Illinois 506 S. Wright St. 162 Admin Building Urbana, IL 61801	Mr. John Hockersmith Associate Director, Student Financial Services (217) 333-5396 jhckers@uillinois.edu	<ul style="list-style-type: none"> ▪ Collection of delinquent A/R, Perkins Loans and Perkins Cohort Loans ▪ Contract 1999 – current
University of Oklahoma Office of the Bursar 1000 Asp Avenue, Rm 105 Norman, OK 73019	Ms. Melody Astani Manager Internal Operations (405) 325-1434 mastani@ou.edu	<ul style="list-style-type: none"> ▪ Collection of delinquent A/R, Perkins Loans and Perkins Cohort Loans ▪ Contract 2005 – current
Arizona State University P.O. Box 870303 Tempe, AZ 85287-0303	Ms. Michelle Dalmolin Accountant Principal (480) 965-7861 Michelle.dalmolin@asu.edu	<ul style="list-style-type: none"> ▪ Collection of delinquent A/R, Perkins Loans and Perkins Cohort Loans ▪ Contract 2009 – current

Proposal Response Requirements and Submission Instructions

- c. Provide three (3) references from other organizations where your firm has provided the goods and services offered in your proposal, and the length of time your firm has been providing such goods and services.

ERS market focus is in the Higher Education vertical. As such, our references will be Colleges and Universities. In order to provide VCU greater perspective, we have provided mostly Virginia specific clients for your review.

Client and Location	Contact Name and Information	Contract Date and Description
Longwood University 201 High Street 205A Lancaster Building Farmville, VA 23909	Ms. Kathy Motley (434) 395-2268 motleykr@longwood.edu	<ul style="list-style-type: none"> ▪ Contract 2008 – current ▪ Collection of reassigned student receivables and Perkins Loans. ▪ ERS has attained a recovery rate of 36% collecting reassigned Perkins Loans over the length of this contract.
Norfolk State University 700 Park Avenue H.B.W. Suite 130 Norfolk, VA 23504	Ms. Sandra Riggs (757) 823-2951 sriggs@nsu.edu	<ul style="list-style-type: none"> ▪ Contract 2009 – current. ▪ Collection of 1st placement and reassigned student receivables and parking tickets.
Northern Virginia Community College 3924 Pender Drive Fairfax, VA 22030	Ms. Bridget Johnson (703) 323-3721 bjjohnson@nvcc.edu	<ul style="list-style-type: none"> ▪ Contract 2014 – current. ▪ Collection of student receivables 1st placements and reassigned along with 1st placement and reassigned Perkins Loans. ▪ In less than one year, ERS has attained a recovery rate of 32%.
University of Northern Colorado Carter Hall Campus Box 14 Greeley, CO 80639	Ms. Geri Landwehr Bursar (970) 351-1824 Geri.landwehr@unco.edu	<ul style="list-style-type: none"> ▪ Collection of delinquent A/R, Perkins Loans and Perkins Cohort Loans ▪ Contract 2009 – current

Proposal Response Requirements and Submission Instructions

- d. Discuss the success rate of your firm in collecting outstanding debt and the length of time to collect accounts, including quantitative data.

Please find detailed in the chart below, ERS' Recovery Performance over the last five (5) years.

COLLECTIONS PERFORMANCE SUMMARY			
Year	Total \$ Inventory	Total \$ Collected	Recovery % (Year)
2010			
Receivables	\$109,092,022.61	\$31,106,997.34	29%
Perkins	\$53,241,980.80	\$18,781,718.33	35%
Institutional Loans	\$15,142,319.77	\$3,535,194.56	23%
Other	\$3,829,448.55	\$1,050,117.31	27%
2011			
Receivables	\$140,109,211.23	\$37,111,305.31	26%
Perkins	\$78,681,995.78	\$25,326,646.90	32%
Institutional Loans	\$15,579,858.08	\$3,769,260.52	24%
Other	\$5,887,554.92	\$1,453,266.58	25%
2012			
Receivables	\$171,808,422.04	\$40,502,980.03	24%
Perkins	\$58,186,130.05	\$17,065,666.62	29%
Institutional Loans	\$15,839,162.77	\$4,281,582.35	27%
Other	\$4,858,093.06	\$1,373,244.95	28%
2013			
Receivables	\$250,313,854.75	\$73,323,375.60	29%*
Perkins	\$73,992,803.31	\$27,482,924.24	37%*
Institutional Loans	\$19,945,335.33	\$4,246,165.95	21%*
Other	\$5,749,903.17	\$1,528,062.68	27%*
2014			
Receivables	\$243,813,546.48	\$74,328,270.63	30%*
Perkins	\$61,987,804.44	\$23,142,520.42	37%*
Institutional Loans	\$16,706,480.21	\$4,351,868.55	26%*
Other	\$2,917,292.94	\$873,625.44	30%*

**The recovery percentages reflected will continue to increase as we continue to collect on the remaining active portfolio in the years identified above. 2013 will have a more significant increase since it is the most recent portfolio and therefore has more active inventory.*

Proposal Response Requirements and Submission Instructions

- e. Provide evidence of affiliation with relevant professional associations (include length of time of affiliation).

Trade Associations

ERS actively participates on committees and as speakers in those trade associations that promote the programs within the industry service and to stay in front of upcoming industry regulations. Since our inception, our involvement with these organizations has provided ERS with the necessary insight into the development and implementation of the Federal regulations that impact the student loan programs. In addition, this participation allows members of our staff to gain tremendous knowledge of the dynamics of various College and University administrations. The end result is that we have developed the professional instincts required to assist our clients with their unique collection needs.



NAME OF ORGANIZATION	LEVEL OF INVOLVEMENT
ACA (American Collectors' Association)	ERS has been a member since inception in 1988. ERS exhibited at all of the higher education conferences held by the ACA and participate in several teleconferences annually.
COHEAO (Coalition of Higher Education Assistance Organizations)	We have been members of COHEAO since 1989. ERS staff has been members of the steering committee or task forces each year since 1989. Ms. Julie Mitchell-Barney, Executive Director, Contact Center Solutions is the current Commercial Chair. Ms. Connie Robinson, Director, Client Relations, currently serves on the Perkins Task Force. Mr. Steve Recchia, Vice President spoke at the 2014 Annual meeting in DC. Ms. Victoria Pirrung, Regional VP, Business Development, serves on the agenda committee.
CAASLAR (Colorado Association of Administrators of Student Loans and Account Receivables)	ERS has exhibited and been a sponsor at every Conference since inception of the organization. Kirk McCracken, Regional VP, Business Development, was a presenter at the 2014 event.
EARMA (Educational Accounts Receivable Management Association)	ERS has exhibited at EARMA Conferences since 1989. Mr. Steve Recchia Vice President spoke at the 2011 EARMA. Ms. Merle Isgett, Regional VP, Business Development was a presenter in 2011 and 2012.

Proposal Response Requirements and Submission Instructions

NAME OF ORGANIZATION	LEVEL OF INVOLVEMENT
ECSI's Annual Conference	ERS personnel attend the annual ECSI Users' Conference. Additionally, ERS provides sponsorship for the event each year.
FABSAA (Florida Association of Bursars and Student Accounting Administrators)	ERS has exhibited and been a Gold Sponsor since the organization's inception in 2003. Ms. Merle Isgett, Regional VP, Business Development served a two (2) year term on the Board in 2010 and 2011. Ms. Isgett was a presenter at the 2010 and 2014 Meeting.
Great Plains Collections Network	ERS personnel attend each Great Plains Meeting.
Higher Education Account Receivables Organization (HEARO)	Ms. Victoria Pirrung, Regional VP, Business Development was a founding committee member of HEARO and continues to be an active participant. Ms. Pirrung spoke at the 2013 workshop. Ms. Merle Isgett, Regional VP, Business Development was a presenter in 2012, 2013 and is on the agenda for 2015.
IACUBO (Indiana Association of College and University Business Officers)	ERS has exhibited and provided sponsorship for the annual meetings. Ms. Isgett will be speaking April 2015.
IBO (Illinois Bursars' Organization)	Members of ERS' Senior Management Team attend the annual IBO Meeting.
ISLA (Illinois Student Loan Association)	Members of ERS' staff are involved in the annual planning of the ISLA Conference. Members of the ERS staff present and exhibit at the annual meeting. Ms. Julie Mitchell-Barney has held several terms on the Steering Committee.
KASFAA (Kansas Association of Student Financial Aid Administrators)	ERS attends the Fall KASFAA meeting and exhibits at the annual spring meeting. Ms. Connie Robinson, Director, Client Relations, spoke at the 2012 meeting. Mr. Patrick Hoffelmeyer, Manager, Business Development serves on the Electronic Resources Committee.
KASRO (Kentucky Association of Student Receivables Officers)	ERS has been exhibiting and providing sponsorship at this conference for the since inception. Mr. Steve Recchia, Vice President, was a presenter at the 2012 Meeting. Ms. Merle L. Isgett, Regional VP served on the Planning Committee in 2010 and 2011 and spoke at the Spring and Fall Conference in 2011, 2012 and 2013. Ms. Julie Mitchell-Barney is also a member.

Proposal Response Requirements and Submission Instructions

NAME OF ORGANIZATION	LEVEL OF INVOLVEMENT
Massachusetts' Bursar Organization	ERS personnel attend the meetings bi-annually. Ms. Merle Isgett spoke at the 2012 and 2013 conference.
MABUG (Mid-Atlantic Banner User Group)	Ms. Victoria Pirrung and Ms. Merle Isgett attended the annual meeting in 2013. ERS also provides sponsorship for the organization.
MASFSA (Michigan Association of Student Financial Services Administrators)	ERS has been exhibiting and providing sponsorship for this organization since its inception in 2005. Ms. Merle Isgett was a presenter at the 2012 Conference. Ms. Victoria Pirrung, Regional VP, sits on the conference planning committee and is the current Co-Chair of the Membership Committee.
Minnesota Collection Network	ERS has exhibited and provided additional sponsorship for the past fifteen (15) years at the Minnesota Collection Network. Ms. Julie Mitchell-Barney held the first Associate Membership Representative on the Steering Committee and was a presenter at the 2013 conference.
NACUBO (National Association of College and University Business Officers)	ERS has attended and exhibited at the NACUBO Student Loan Conferences since 1990. ERS has been an exhibitor at each of Student Financial Services Conferences.
NCHER (National Council of Higher Education Resources) (Formerly NCHelp)	ERS has been a member of NCHER for fourteen (14) years. Members of the ERS staff attend, exhibit, and are active in the NCHER Organization.
NYSOBBA (New York State Organization of Bursars and Business Administrators)	ERS has been a member of NYSOBBA for more than twenty (20) years. Members of ERS staff attend, exhibit and are active in the NYSOBBA Organization. Ms. Merle Isgett, Regional VP, Business Development, has presented at every conference 2010 – 2014 and she served a two (2) year term on the NYSOBBA Board in 2012 and 2013. She continues to provide assistance to the Board to facilitate the adoption of a Strategic Long Range Plan in 2013. In 2013, she was named NYSOBBA member of the year and in 2014, Ms. Isgett received the President's Award.
OBA (Ohio Bursars' Association)	ERS has been a member of the OBA, exhibited at the annual conference, and provided sponsorship to the organization for fifteen (15) years. Mr. Steve Recchia, Vice President of ERS has served as a Commercial Board Member.

Proposal Response Requirements and Submission Instructions

NAME OF ORGANIZATION	LEVEL OF INVOLVEMENT
PAC-10 now the Western states Conference	ERS has provided sponsorship for this annual conference for the past fifteen (15) years. Ms. Victoria Pirrung, Regional VP, Business Development, has served on the Conference Planning Committee.
PACWEST	ERS has been a Presenting Partner at the PACWEST Conference. ERS has also exhibited each year since the conference inception. President of ERS, Scott Nicholson, spoke at the pre-conference workshop in 2001. Both Mr. Kirk McCracken and Ms. Victoria Pirrung, have both spoke at past events.
PDG (Professional Development Group)	ERS has exhibited at each PDG Conferences, held annually for the past twenty-three (23) years.
Texas BUCS	ERS has attended and provided sponsorship at the BUCS Conference since inception. Ms. Victoria Pirrung presently serves on the organization’s Board.
UASLA (Utah Association of Student Loan Administrators)	ERS has sponsored and attended the UASLA Conference twice per year for the past ten (10) years. Mr. Kirk McCracken presented at both the 2012 and 2013 conferences.
WASBOPA (Wisconsin Association of Student Business Office Personnel and Administrators)	Ms. Julie Mitchell-Barney, Executive Director, Contact Center Solutions recently joined the Steering Committee and has been a past speaker at WASBOPA. Ms. Merle L. Isgett was a speaker at the 2013 Conference.

Training Seminars

Upon request, and at no charge, ERS frequently provides professional development and Higher Education specific training. We believe that training and education are the keys to successful implementation of evolutionary rules and regulations, resulting in high-level quality control and services. A few of the training seminars ERS has facilitated includes:



Proposal Response Requirements and Submission Instructions

- ***Above and Beyond*** – Customer Service Training, WASFAA, CASFAA, Rasmussen, MASS Bursars
 - ***Be A Leader, Not a Just a Manager*** – FABSAA
 - ***Becoming a Solutions Oriented Person*** – KASRO, EARMA
 - ***Collaborative Team Building for the Board*** – SASFAA
 - ***Collections 101*** – UNC Chapel Hill and NC State University
 - ***Customer Service Training*** – Camden College, University of Pittsburgh, Virginia FOCUS
 - ***Dealing with Difficult People Effectively*** – KASRO, EARMA, NYSOBBA, MI Bursars Association
 - ***Effective Communications with Students: Impact of Social Media*** – EARMA, NYSOBBA, WASBOPA
 - ***Effective Business Writing*** – University of Pittsburgh
 - ***How to Communicate Effectively*** – EARMA, FABSAA
 - ***Leadership Essentials*** – FABSAA, Michigan Bursar’s Association
 - ***Red Flag Regulations*** – HEARO
 - ***Social Media in Higher Education*** – NYSOBBA
 - ***Strategic Long Range Planning for Board*** – NYSOBBA, COHEAO
 - ***Understanding Personality Styles*** – EARMA, NYSOBBA
- f. As a third party servicer, provide a copy of your firm’s most recent federally required Student Financial Assistance compliance (attestation) audit, and any other reports regarding service compliance.

Per the University’s request, please find included as Exhibit VI our most recent Attestation Audit which demonstrates ERS’ knowledge as well as our compliance with Title IV Programs. ERS does not have any findings reported within the audits.

Corporate Compliance Department

ERS’ Corporate Compliance Group (CCG) strives to establish and maintain compliance with all consumer financial protection regulations mandated by the CFPB. In addition, we adhere to the Fair Debt Collections Practices Act (FDCPA), Electronic Fund Transfer Act (EFTA), Equal Credit Opportunity Act (ECOA), Unfair Deceptive or Abusive Acts or Practices (UDAAP), Telephone Consumer Protection Act (TCPA), Service-member Civil Relief Act (SCRA), and Family Educational Rights and Privacy Act (FERPA). The CCG is comprised of several teams including quality control monitoring, quality control auditing, analytics, and technical writing. Additionally, CCG serves as an advisory board for all ERS compliance related issues and business initiatives.



Proposal Response Requirements and Submission Instructions

The CCG understands that compliance training is not just about reciting rules and regulations it's about delivering the material to encourage conformity. Our comprehensive Compliance Training Program focuses on ethics and compliance with the ultimate bottom line of mitigating risk to the organization and its clients. All ERS new hires are required to participate in the Introduction to Compliance training program, whether they've been in the financial services industry for decades or just starting out. The CCG also delivers on-going compliance training, which includes monthly regulatory training, our *"What's New in Compliance"* monthly newsletter, and Annual Compliance Refresher training. The result: Compliance fully integrated into the ERS business model.

External Audits

ERS agrees to provide an independent audit report to the University annually. In addition, ERS will provide an annual Attestation Audit to the University. ERS is subject to annual 3rd party audits conducted by client auditors and/or their designated independent auditors. At any time, ERS is available and capable of providing the resources and materials comprehensive to an audit request. All external audits are specific to client requirements and customized upon request. Due to the varying needs of business, each audit requirement will differ from one client to the next.

At any time, ERS is available and capable of providing the resources and materials detailed to an audit request. All external audits are specific to client requirements and customized upon request. Due to varying business needs, each audit requirement will differ from one client to the next. ERS does not possess a customary list of external audits as each is unique.

Internal Audits

ERS performs periodic internal audits of operations and systems security reviews and audits in accordance with a pre-defined audit calendar. Upon request, ERS may produce all, or portions, of its audit and compliance documentation to select clients, and within the discretion of ERS Management. ERS IT retains supporting service metrics, reports, and other documentation, which may be made available to visiting clients participating in audit activities. ERS Management is committed to efficient remediation of audit findings.

- g. Describe and submit a copy of all communication materials (literature, letters, notices, etc.) that your company typically issues to debtors.

Letters

The following table provides a sample description of standard letters ERS has incorporated into our collection process as well as illustrates the timeline and function of various letters.

Proposal Response Requirements and Submission Instructions

WRITTEN COMMUNICATIONS	POINT AT WHICH LETTER IS SENT
First Notice to Borrower (Debt Validation Notice)	This letter meets the requirements for the Debt Validation under FDCPA and is sent within twenty-four (24) hours of acceptance of the account
Second Notice	Sent thirty (30) days after Debt Validation Notice
Third Notice	Sent thirty (30) days after Second Notice
Fourth Notice	Sent thirty (30) days after Third Notice
Call Letter	This letter is generated when we have a verified address for the borrower; however, we have been unable to reach the borrower by phone
Client Payment Options	Sent thirty (30) days after Debt Validation Notice
Rehabilitation Program	Sent fifteen (15) days after Client Payment Options Letter
Consolidation Letter	Sent to borrowers qualifying for consolidation. This letter describes some of the benefits of consolidation
Financial Statement	This letter is sent when a borrower agrees to a repayment plan but has not provided a financial statement
Continuing Collection Activity	The borrower has not made any efforts to resolve the debt and continuing collection efforts may be forthcoming
Validation of Dispute	Cover letter sent with the requested verification of the debt i.e. itemized statement or promissory note

ERS sends a correspondence every thirty (30) days to accounts with a good address.

In addition to the letters above, ERS has created additional communication materials that address unique circumstances presented by each account. Letters have been developed to deal directly with attorneys, bankruptcy situations, request for cease and desist and a variety of other situations.

Please find included with our submission as Exhibit II a copy of our Sample Letters.



Proposal Response Requirements and Submission Instructions

6. Reporting and Usage Reports:

- a. Describe in detail, and submit a sample of each standard report that is generated.

REPORTING


ERS offers 10 (ten) standard reports, which are provided monthly and/or can be generated real time via our client web portal. Any report may also be provided electronically to the University in Excel (.csv) or PDF (.pdf) format. Upon request of ATU personnel, ERS will also provide desired reports via encrypted email or mailed monthly.

Account/Borrower Reports:

- ERS provides a new **Account Acknowledgment Report** within two (2) working days of the date of receipt by ERS for each group of accounts assigned. This report will verify the accuracy of the accounts that have been assigned for collection by validating the number of accounts referred and the aggregate balances as well as individual account balances of borrowers.
- An **Account Status Report** is provided on a monthly basis, or as frequently as desired. Each account will be identified alphabetically by borrower name along with an account reference number. This cumulative report is designed to give the University a complete overview of all accounts at a glance.
- ERS will present a **Statement of Account** and remittance of collections monthly. We will also provide a separate NSF and direct payment report, if desired. Per University requirements, statements will be presented net of fees owed on the collection transactions and may be provided daily, weekly, bi-weekly or monthly. In addition, the remittance can be presented as a payment file.
- ERS provides a monthly **Borrower Information Update Report** that details the name and address changes that have occurred in the previous month.

Our client website, Navigate allows for retrieval of new and archived monthly reports as well as the opportunity to query and view an individual borrower account, and upload files to ERS through a secure site. All collector notes, payments posted, balance breakdown, and borrower demographics are available in a real-time environment.

Please find included as Exhibit V a copy of our Sample Reports.



Proposal Response Requirements and Submission Instructions

- b. Describe in detail, your company's ability to customize reports; and submit a sample of customized reports.

Customized Reporting

In addition to standardized reporting, ERS' Client Portal, Navigate, has a module called Report Writer, which enables us to query any data field in the system. Report Writer offers design flexibility and enables us to customize a myriad of reports Virginia Commonwealth University may require. These reports may be made available at any interval desired by the client. Customized reports are generally available within twenty-four (24) hours of request by our clients. Furthermore, Navigate will archive old reports so they can be referenced at the University's convenience.

ERS is able to search any data field within our CR System for complete customization of reporting requirements. The client specific data contained in a sample customized report would be proprietary to that particular client; however, please find included as Exhibit VI a redacted Sample Customized Report.

- c. Identify the frequency of each report (i.e. weekly, monthly, etc.).

Reports will be provided to VCU at any interval requested. At the Implementation Meeting, reporting specifications will be detailed and established according the University's contractual requirements.

All reports are completely customizable via the University's dedicated Customer Service Representative. Upon request, any report will be customized and returned to VCU personnel via encrypted email. The University may request a customized report at any interval desired.

- d. Describe in detail, your company's status reporting procedures, to include the manner in which reports are submitted to the client.

Management Reports:

- The **History Analysis Report** tracks recovery and collection activity by month and year of account assignment going back to the first month you placed account. This report takes the guesswork out of agency performance. It will show at a glance: assignments, recovery percentages, canceled amounts, and payment and yield amounts. The History Analysis Report can also serve as a projection tool for forecasting future income and yield. It can be provided monthly and on-demand.
- The **Collection Summary Report** tracks placements, cancellations, recovery, and recovery percentage by month and year of account assignment going back to the first month you placed accounts. This report is different from the History Report, which gives you performance by month batch.

Proposal Response Requirements and Submission Instructions

- The **Detail Analysis Report** tracks recovery and collection activity by month and year of account assignment going back one (1) calendar year. It will show at a glance: assignments, recovery percentages, canceled amounts, and payment and yield amounts. The Detail Analysis Report can also serve as a projection tool for forecasting future income and yield.
- ERS will provide a **Data Integrity Analysis Report** which offers an in-depth breakdown of the total number and percentage of accounts in each of the various collection statuses. This report is useful in identifying the activity level of your portfolio.
- ERS provides an **Account Cancellation Report** (Cancel Report) on a monthly basis listing accounts canceled during the previous calendar month, including accounts that have no payment activity within twelve (12) months. This report is sorted alphabetically with account number reference unless otherwise designated. In the date-canceled column, you will see when the account was canceled. It is important to note that account cancellations can be reported in an electronic file format that is specified by University personnel.
- The **Spindown Report** provides a 360-day collection analysis in which agency recovery amount and percentage are segmented into 30-day increments. The report is a useful tool in forecasting portfolio recovery on accounts placed and in assessing agency performance.

ERS' Client Portal, Navigate, offers your organization different collection reports that are available monthly and/or On-Demand. All ERS reports are available in either PDF or CSV (excel) format. Our client web portal is secure, and allows you the unique ability to view complete borrower account information and request on-demand reports, all in real time. Reports may also be provided through password protected email or via United States Postal Service (USPS).

7. Small, Women-Owned and Minority-Owned Business Commitment

Unless the firm is a DSBSD certified small business, it must submit and complete Appendix I which is available at:

http://documents.procurement.vcu.edu/purchasing/pdf_docs/forms/RFP_Website_Link_Appendix_1.pdf

DSBSD certified small businesses must include their certification number on the coversheet of this RFP, but are not required to complete Appendix I.

ERS has included as Appendix 1 – Participation in State Procurement Transactions Small Businesses and Businesses Owned by Women and Minorities (SWaM), per University specifications.

8. Proposed Fee: See RFP Attachment 3- Debt Collection Services Pricing Schedule).

ERS has included as Attachment 3 Appendix 3 – Debt Collection Services Pricing Schedule, per University specifications.



Proposal Response Requirements and Submission Instructions

9. Exceptions/Alternatives: Provide a detailed list of any exceptions taken to the Statement of Needs and Terms and Conditions sections of this RFP. For each exception, specify the RFP page number, the exception, by reference or in full text described in the RFP. Submit as a separate document in your proposal.

ERS takes no exceptions to the Statement of Needs nor Terms and Conditions sections of the University's RFP.

B. Proposal Submission Instructions

1. Complete and return cover page of the RFP. Proposals shall be signed by an authorized representative of the Contractor.
2. Complete and return signed addenda acknowledgments (if applicable).
3. Proposals should be organized in the order in which the requirements are presented in the RFP. It is helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. 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 an 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.
4. Blanket Fidelity Bond: 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. Refer to **Section IX. Special Terms and Conditions: Blanket Fidelity Bond**.
5. Insurance, Money and Securities: Certificate of such protection must be presented to the purchasing agency 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. Refer to **Section IX. Special Terms and Conditions: Insurance, Money and Securities**.
6. Complete and return Attachment 1 - Appendix 1 if applicable, which is also available at:
http://documents.procurement.vcu.edu/purchasing/pdf_docs/forms/RFP_Website_Link_Appendix_1.pdf
7. Complete and return Attachment 2 - Appendix II which is also available at:
http://documents.procurement.vcu.edu/purchasing/pdf_docs/forms/RFP_Website_Link_Appendix_2.pdf
8. Submit one (1) original and six (5) copies of each proposal of the entire proposal, including all attachments and proprietary information.
9. The original proposal must be clearly marked on the outside of the proposal. Submit two (2) unsecured, electronic copies (on a disc or flash drive) of the entire proposal including all attachments and any PROPRIETARY INFORMATION.

This disc or flash drive must be clearly marked on the outside that it includes proprietary information.



Proposal Response Requirements and Submission Instructions

10. If applicable, the outside of the proposal must be marked to denote proprietary information is contained in the documents. Written notice of proprietary information must be submitted as a separate document in the proposal submission. Notice must specifically identify the applicable portions of the Contractor's proposal that contains data or materials to be protected and state the reasons why protection is necessary. In addition, the specific (i.e. specific words, figures or paragraphs) proprietary or trade secret material submitted must be identified. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable.
11. Submit one (1) unsecured electronic copy (on a disc or flash drive) of the entire Proposal; excluding proprietary information.
12. Communications regarding this Request for Proposals shall be formal from the date of issue for this RFP, until either a Contractor has been selected or University Purchasing rejects all proposals. Formal communications shall be directed to Sandra White, VCO. Informal communications, including but not limited to, request for information, comments or speculations, regarding this RFP to any University employee other than a Purchasing Department representative may result in the offending Contractor's proposal being rejected.
13. Additional information is available at:
http://documents.procurement.vcu.edu/purchasing/pdf_docs/forms/RFP_Website_Link_Additional_Information.pdf

ERS has carefully reviewed, understands and acknowledges the aforementioned contractual specification, ***Proposal Submission Instructions***, as detailed herein.





Oral Presentations

IX. ORAL PRESENTATION

- A. Offerors who submit a proposal in response to this RFP may be required to conduct an oral presentation of their proposal to VCU. This provides an opportunity for the Contractor to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. Oral presentations are an option and may or may not be conducted. Should an oral presentation be required, VCU will designate the date and location for the presentation; the date is critical and alternative dates will not be available.
- B. Offeror who are invited to conduct an oral presentation shall include the individual(s) who would be the primary point of contact for VCU on the Contractor's presentation team.

ERS has carefully reviewed, understands and acknowledges the aforementioned contractual specification, **Section IX – Oral Presentation** as detailed herein.

Like VCU, ERS understands the importance of environmental stewardship and our professional duty to reduce our carbon footprint. Ultimately, conserving resources makes for smart business. ERS' green initiative started back in 2000 with the implementation of our paperless office initiative. As part of the initiative, we released our first web based client portal, allowing clients to download and review reports electronically. ERS strives to continually seek out solutions which will further enrich our Green Policy. Other environmentally friendly initiatives we currently have include:

- *Ride Share Program*
- *Installation of energy efficient lighting*
- *Utilization of Recycled paper*
- *Creating double-sided documents*
- *Office-wide recycling program (cans, bottles, paper, etc.)*
- *Seeking out "green" suppliers*






Evaluation and Award Criteria

X. EVALUATION AND AWARD CRITERIA

- A. Proposals will be evaluated based upon the information provided in the Contractor's proposal using the following criteria: 1) Experience of the Firm, 2) Capabilities of Firm, 3) Comparable Services, 4) Small, Women-Owned and Minority-Owned Business Commitment, and 5) Price.
- B. Selection shall be made of two or more Contractors deemed to be fully qualified and best suited among those submitting proposals. Negotiations shall be conducted with Contractors so selected. After negotiations have been conducted with each Contractor so selected, the University shall select the Contractor which, in its opinion, has made the best offer, and shall award the contract to that Contractor. The University 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 reason why a particular proposal was not deemed to be the most advantageous. (Governing Rules Section 49.D) Should the University determine in writing and in its sole discretion that only one Contractor has made the best proposal, a contract may be negotiated and awarded to that Contractor. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation.
- C. Notice of Award(s) or Notice of Intent to Award may be accessed electronically at

<http://www.eva.virginia.gov>

ERS has carefully reviewed, understands and acknowledges the aforementioned contractual specification, ***Section X – Evaluation and Award Criteria*** as detailed herein.




General Terms and Conditions

XI. 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://procurement.vcu.edu/> or a copy can be obtained by calling University Purchasing at (804) 828-1077.
- B. **APPLICABLE LAW 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 all applicable federal, state and local laws, rules 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 Section 2.2-4311 of the *Virginia Public Procurement Act*. 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. (*Code of Virginia, § 2.2-4343.1*).


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) Virginia Commonwealth University is an equal opportunity/affirmative action institution providing access to education and employment without regard to age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability. As such, the Contractor will not discriminate against any employee or applicant for employment because of age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability or any other basis prohibited by state law related 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.



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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 submitting their proposals, Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of 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 the 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:** 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.



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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 (Code of Virginia, § 2.2-4363).

f) Professional Fees shall be paid in thirds, 1/3 paid on initiation of the search, 1/3 paid upon delivery of qualified slate of candidates, and the final 1/3 paid upon placement of the candidate.


g) If a hired candidate leaves the University's employee due to no fault of VCU within the first year of employment, the Executive Search Firm shall re-perform all of the work necessary to place a 2nd qualified candidate, however, shall only be paid out of pocket expenses that are preapproved plus travel and "not" any labor or other fees or expenses.

2. To Subcontractors:

a) Contractor awarded a contract under this solicitation is hereby obligated:


- i. 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
- ii. To notify the agency and the Subcontractor(s), 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.




General Terms and Conditions

- K. **PRECEDENCE OF TERMS:** Paragraphs A-J of these General Terms and Conditions 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 one 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



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- 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's Purchasing Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim or 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. **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.
- R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article, which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Unless the Offeror clearly indicates in its proposal that the product offered is an "equal" product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- S. **TRANSPORTATION AND PACKAGING:** By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.




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- T. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverages 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 §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages 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. **Worker's 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 requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
 2. **Employers Liability - \$100,000.**
 3. **Commercial General Liability - \$1,000,000 per occurrence.** 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 per occurrence.** (Only used if motor vehicle is to be used in the contract.)
- U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, Virginia Commonwealth University will publicly post such notice electronically at <http://www.eva.virginia.gov> for a minimum of 10 days.
- V. **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 violation 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.



General Terms and Conditions

- W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, 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, or against faith-based organizations or any other basis prohibited by state law relating to discrimination in employment. 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.
- X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, website portal 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 bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.


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

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - b) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
2. For orders issued July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 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.

- Y. **FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA).** The Selected Firm/Vendor acknowledges that for the purposes of this agreement it will be designated as a “school official” with “legitimate educational interests” in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Selected Firm/Vendor agrees to abide by the limitations and requirements imposed on school officials. Selected Firm/Vendor will use the education records only for the purpose of fulfilling its duties under this agreement for University’s and its students’ benefit, and will not share such data with or disclose it to any third party except as provided for in this agreement, required by law, or authorized in writing by the University.


ERS has carefully reviewed, understands and acknowledges the aforementioned contractual specification, **Section XI – General Terms and Conditions** as detailed herein.



Special Terms and Conditions

XII. SPECIAL TERMS AND CONDITIONS

- A. **GOVERNANCE:** The terms and conditions of RFP #6253333SW govern the contract and not any Contractor terms and conditions or services agreement.
- B. **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 Virginia Commonwealth University will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- C. **AUDIT:** The Contractor shall retain all books, records, 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 agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- D. **AUTHORIZED USERS:** Virginia Commonwealth University is issuing this solicitation in cooperation with other agencies and institutions. Requirements of Executive Search Services have been combined, and the total estimated usage is shown within this solicitation. Virginia Commonwealth University is responsible for administering the program; therefore, correspondence should be directed to Virginia Commonwealth University. The Contractor shall provide a volume purchase report prior to contract expiration or renewal action.
- E. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the University shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- F. **AWARD OF CONTRACT:**
AWARD TO MULTIPLE CONTRACTORS: Selection shall be made of two or more Contractors 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 Contractors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Contractor so selected, the agency shall select the Contractor which, in its opinion, has made the best proposal, and shall award the contract to that Contractor. 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 reason why a particular proposal was not deemed to be the most advantageous. (Governing Rules Section 49.D) Should the Commonwealth determine in writing and in its sole discretion that only one Contractor is fully qualified, or that one Contractor is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Contractor. 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. Notice of Award(s) or Notice of Intent to Award may be accessed electronically at <http://www.eva.virginia.gov> for a minimum of 10 days.



Special Terms and Conditions

- G. **BEST AND FINAL OFFER (BAFO):** At the conclusion of negotiations, the Contractor(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Contractor(s). The Contractor(s) proposal will be re-evaluated to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.
- H. **PROPOSAL ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for ninety (90) days. At the end of the ninety (90) days, the proposal may be withdrawn at the written request of the Contractor. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.
- I. **CANCELLATION OF CONTRACT:** The University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. In the event the initial contract period is for more than twelve (12) months, the resulting contract may be terminated by either party, without penalty, after the initial twelve (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.
- J. **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 **\$50,000** 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.
- K. **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 **\$50,000** for Loss Inside the Premises Coverage and not less than **\$50,000** for Loss Outside the Premises Coverage, naming the Commonwealth of Virginia as additional named insured as respects this contract. Certificate of such protection must be presented to the purchasing agency 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.
- L. **PROMPT PAYMENT DISCOUNTS:** Virginia Commonwealth University will pay within 30 days after acceptance.
- M. **DRUG FREE WORKPLACE:** The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees and/or agents performing services on state property are prohibited:



Special Terms and Conditions

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
3. The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the Commonwealth in addition to any criminal penalties that may result from such conduct.

N. IDENTIFICATION OF PROPOSAL: The proposal package should be identified as follows:

From:

<u>Enterprise Recovery Systems, Inc.</u>	<u>April 27, 2015</u>	<u>11:00 am</u>
Name of Contractor	Due Date	Time
<u>2000 York Road</u>	<u>6253333SW</u>	
Street or Box Number	RFP No.	
<u>Oak Brook, IL 60523</u>	<u>Debt Collection Services</u>	
City, State, Zip Code +4	RFP Title	


Name of Contract/Purchase Officer or Buyer: **Ms. Sandra White**

The package should be addressed as directed on Page 2 of the solicitation.

If a proposal is not clearly identified, the Contractor takes the risk that the proposal 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.

- O. WARRANTY (COMMERICAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the University by any other clause of this solicitation.
- P. 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 disqualified 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 Contractor to insure that its proposal reaches the issuing office by the designated date and hour.





Special Terms and Conditions

- Q. **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.
- R. **NEGOTIATION WITH THE LOWEST CONTRACTOR:** Not Applicable
- S. **ORDERING OPTION:** Virginia Commonwealth University, may during the first 60 days after this contract is awarded, with the concurrence of the Contractor, place additional orders under the contract at the original unit price through the issuance of separate purchase orders. The aggregate of such additional orders shall not exceed 100% of the quantity originally stated in the contract.
- T. **RENEWAL OF CONTRACT:** The initial term of the contract shall be one (1) year. This contract may be renewed by the Commonwealth for four (4) successive one (1) year periods under the terms and conditions of the original contract.
- Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew should be provided approximately sixty (60) days prior to the expiration date of each contract period: If the Commonwealth elects to exercise the option to renew the contract for an additional one (1) year period, the contract price(s) for the additional one (1) year shall not exceed the contract price(s) of the previous contract period increased/decreased by more than the percentage increase/decrease of the Service 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.
- U. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the University. 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.
- V. **ELECTRONIC DATA INTERCHANGE:** University Purchasing has a great interest in utilizing Electronic Data Interchange (EDI) to improve efficiency of operation in the transmission of purchasing related information. Contractors are encouraged to provide a statement indicating their current EDI capabilities and/or future plans to establish/improve their EDI capabilities.
- W. **POLICY OF EQUAL EMPLOYMENT:** Virginia Commonwealth University is an equal opportunity/affirmative action employer. Women, Minorities, persons with disabilities are encouraged to apply. The University encourages all vendors to establish and maintain a policy to insure equal opportunity employment. To that end, Contractors should submit along with their proposals, their policy of equal employment.
- X. **COMMUNICATIONS:** Communications regarding this Request for Proposals shall be formal from the date of issue for this RFP, until either a Contractor has been selected or University Purchasing rejects all proposals.



Special Terms and Conditions

Formal communications shall be directed to University Purchasing. Informal communications includes; but not limited to, request for information, comments or speculations, regarding this RFP to any University employee other than a Purchasing Department representative may result in the offending Contractor's proposal being rejected.

- Y. EVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS: The solicitation/contract will result in purchase order(s) with the eVA transaction fee specified below assessed for each order.

1. For orders issued July 1, 2011 thru December 31, 2013, the Vendor Transaction Fee is:

a) DSBSD-certified Small Businesses: 0.75%, Capped at \$500 per order.

b) Businesses that are not DSBSD-certified Small Businesses: 1%, Capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 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.

The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov

- Z. ELECTRONIC COPIES OF PROPOSALS: The successful Contractor may be required to provide the VCU Department of Procurement Services with a copy of the Contractor's entire original proposal (to include all attachments), and all subsequent correspondence (i.e., responses to requests for clarification and documents generated through the negotiation process) in an unsecured electronic format (i.e. email, disc – CD or DVD or flash drive). **VCU will post the Contractor's original proposal, and all subsequent correspondence on the VCU Office of Procurement Services Website, VCU shall not be responsible for the Contractor's failure to exclude proprietary information submitted in the unsecured electronic format).**

- AA. GRAMM-LEACH-BLILEY ACT: The Contractor shall comply with the 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.



Special Terms and Conditions

BB. QUANTITIES: Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown

CC. REJECTION OF PROPOSALS & WAIVER OF MINOR INFORMALITIES/IRREGULARITIES:

VCU reserves the right to reject any or all Proposals in part or in total for any reason, to accept any Proposal if considered best for its interest, and to waive informalities and minor irregularities in Proposals received, commensurate with best public procurement practices.

DD. DETERMINATION OF RESPONSIBILITY:

The Contract will be awarded to the responsive and responsible Proposer whose Proposal, conforming to the solicitation, will be most advantageous to VCU, technical and financial factors considered. A responsible Proposer is one who affirmatively demonstrates to VCU that it has adequate financial resources and the requisite capacity, capability, and facilities to perform the Contract, has a satisfactory record of performance on other comparable projects, has a satisfactory record of integrity and business ethics, and is otherwise qualified and eligible to receive award under the solicitation and laws or regulations applicable to the procurement. VCU reserves the right to investigate the capabilities of Proposers, confirm any part of the information furnished by a Proposer, and require other evidence to determine that the Proposer is responsible.

EE. DEBARMENT STATUS:

By submitting their proposals, Proposers 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.

FF. PROTEST:


Any Proposer who desires to protest the award or decision to award a contract shall submit the protest in writing to:

Director of Procurement Services
Virginia Commonwealth University
10 S. 6th Street, Suite 200
Richmond, VA 23219-3843

VCU will announce the award utilizing the Commonwealth of Virginia's e-Procurement system (eVA).

The protest must be received no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first.

However, if the protest of any actual or potential proposer depends in whole or in part upon information contained in public records pertaining to the procurement transaction that are subject to inspection under the Rules Governing Procurement of Goods, Services, Insurance, and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia Governed by Subchapter 3 of the Restricted Higher Education Financial and Administrative Operations Act,, Chapter 4.10 (§23-38.88 et seq) of Title 23 of the Code of Virginia, §34, then the time within which the protest shall be submitted shall expire ten (10) days after those records are available for inspection by such proposer under §34, or at such later time as provided in this section.



Special Terms and Conditions

VCU Notices of Award(s) or Notices of Intent to Award may be accessed electronically at <http://www.eva.virginia.gov>.

No protest shall lie for a claim that the selected proposer is not a responsible proposer.

The written protest shall include the basis for the protest and relief sought.

The VCU Director of Procurement Services shall issue a decision in writing within ten (10) days of receipt stating the reasons for the action taken. This decision shall be final unless the proposer appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in Section 54 of the Governing Rules.

Nothing in this paragraph shall be construed to permit an proposer to challenge the validity of the terms or conditions of the RFP.

“Days” as used in this paragraph refer to calendar days. If a deadline falls on a Saturday or Sunday, the next business day shall be considered to be the deadline.

ERS has carefully reviewed, understands and acknowledges the aforementioned contractual specification, **Section XII – Special Terms and Conditions** as detailed herein.



Summary



Summary

Enterprise Recovery Systems, Inc. is dedicated to providing the best collection service available to Virginia Commonwealth University. We are excited at the possibility of continuing to cultivate a business partnership with the University and achieving unmatched customer collection service. ERS would like to thank you for the opportunity to participate in your Request for Proposal!

Other benefits of working with ERS, as mentioned earlier in this proposal, include:

- Dedication to higher education collections since 1988.
- A comprehensive compliance program will ensure that all areas of the business comply with Federal, state and local laws as well as contractual mandates.
- A wealth of knowledge and proven strategies designed specifically for higher education collections for nearly 400 College and University clients.
- Professional representation at all times, even with your most difficult customers, protecting the integrity of Virginia Commonwealth University.
- The experience and skills to turn your most challenging student customers into an ongoing revenue stream.
- Striving to maintain the human dignity of the borrower, while returning the highest amount of dollars to our client.
- Being fully licensed, bonded and insured in all 50 states.
- Priding ourselves on providing award-winning client service.
- Collection team members that receive ongoing training and development whom are as friendly and motivated as they are ethical and compliant.
- Consistently outperforms our clients' expectations.
- Leveraging the latest skip tracing technology, because the more students we can locate, the more dollars we can collect on behalf of the University.
- A robust client portal allowing University personnel access to student information and reports, anytime 24/7.
- Access for student borrowers via our online bill pay website.
- Providing Virginia Commonwealth University with a tailor-made strategy to increase your collections performance.

We look forward to discussing our proven methods and services with you at your earliest convenience. In the meantime, if there is anything else you would like to know about us, please do not hesitate to contact Mr. Steve Recchia, Vice President at (800) 446-4377 ext. 7318 or Mr. Doug Hendrickson, Regional VP, Business Development at (804) 615.1517.

From all of us at ERS, thank you again for considering our proposal!





Virginia Commonwealth
University
RFP #6253333SW

Addendum 1 -
Questions and Answers

April 13, 2015

ADDENDUM NO.: 1 TO ALL OFFERORS:

Reference – Request for Proposals:	RFP No.:6253333SW
Commodity Title:	Debt Collections Services
Issued Date:	March 26, 2015
Proposal Due Date:	April 22, 2015
Proposal Conference Date:	April 6, 2015 at 10:00 a.m.

The above is hereby changed to read:

1. Will VCU extend the proposal due date?

VCU Answer: Yes, the proposal due date is April 27, 2014 at 11:00 a.m.

2. On the RFP Cover Page change the RFP Number to read RFP No.: 6253333SW. The RFP No.: 6253333SW shall apply in all instances where the RFP number is reference.
3. Section VII.B.8.a-b, page 9, VCU Request to Return an Account states:
 - a. "VCU reserves the right to request the return of an account for any reason."
 - b. "In the event a debtor proposes a compromise of an account"

Question: Does this mean that VCU will always recall an account if the debtor proposes a compromise?

VCU Answer: No, VCU would advise the agency of the amount that VCU is willing to accept and the time period that this amount was valid and the agency would get credit for the collected amount only.

4. Section VIII.B.8, page 17, the number of copies required is unclear. Are respondents required to provide one original and five (5) or six (6) copies?

VCU Answer: Submit one (1) original and six (6) copies of each proposal of the entire proposal, including all attachments and proprietary information.

5. How does VCU determine the amount and number of placements to each vendor?

VCU Answer: VCU enters an amount into our collection system and the system randomly selects accounts.

6. In Section IV – Reporting and Delivery Requirements, you outline the use of subcontractors. Can you please define your interpretation of a subcontractor versus a vendor?

VCU Answer: A vendors sell identical or similar products to different customers as part of their regular operations, and a subcontractor may work for the prime contractor of major projects or for companies that need specific tasks completed in a limited period.

7. Question a: Does VCU add Collection Fees to non-Perkins (tuition/AR) debts?

VCU Answer: Yes

Question b: If yes, do students sign or e-sign an agreement at enrollment that will allow VCU to assess collection fees?

VCU Answer: Yes

8. For tuition and A/R accounts will collection costs be added by VCU to these accounts? What type of authorization does the University have that will allow the addition of collection costs to the debt?

VCU Answer: Yes, and the student either signs or e-signs a Student Financial Responsibility form to attend VCU and the collection costs are called for in this form.

9. Woman Owned or Minority Owned Business Question:

The RFP States that it is the policy of the Commonwealth of Virginia that 42% of its purchase be made from small businesses. It further encourages it's contractors to provide for the participation of small business. Can you share what is the expectation or documentation if any, is required?

VCU Answer: VCU would like firms to meet the applicable eligibility standards for certification as a small, women-owned or minority-owned business with the Department of Small Business and Supplier Diversity. If you are not eligible to apply submit a response in your proposal. This is part of the evaluation process but is not the determining factor.

10. Will VCU be able to supply the original Date of Default/Delinquency at time of placement in order to establish a valid Statue of Limitations date?

VCU Answer: VCU is considered a state agency and does not have a statute of limitations on its account receivables.

11. Who are the incumbents and how long have they provided services to VCU?

VCU Answer:
Williams and Fudge-15+ years
Immediate Credit Recovery-5 years
Enterprise Recovery Systems, Inc.-5 years

12. What are the contingency rates for the current contract?

VCU Answer:

- Williams and Fudge 20%,
- Immediate Credit Recovery 17%,
- and Enterprise Recovery Systems, Inc. 20%

13. Do you have any type of agreement (written or electronic) that requests the student to authorize the University as well as its business partners to contact them on their cell phone?

VCU Answer: No.

14. What are the current agencies' fees for first, second, and legal placements for each type of account?

VCU Answer: VCU does its own legal work on anything less than \$15,000, anything over this amount is sent to the Attorney General's Office of Virginia. The fees for Williams and Fudge are 20% for first and second placements, 20% for Enterprise for first and second placements and 17% for ICR for first and second placements.

15. How often do you place accounts with a collection agency?

VCU Answer: VCU would like to place them on a quarterly basis.

16. What areas, processes and/or results is VCU looking to improve or enhance under this new contract?

VCU Answer: More volume to all collection agencies.

17. List of Items, Schedule of Requirements, Scope of Work, Terms of Reference, Bill of Materials required.

VCU Answer: Read the Request for Proposal No. 6253333SW solicitation for Debt Collection Services.

18. Soft Copy of the Tender Document through email.

VCU Answer: You can receive an electronic copy of the solicitation by accessing the Virginia Business Opportunity electronically. Click on the link: <https://eva.virginia.gov/>

19. Information about the Tendering Procedure and Guidelines?

VCU Answer: Instructions for this solicitation can be access through Virginia Business Opportunity electronically for RFP No. 6253333SW Debt Collection Services RFP. Click on the link: <https://eva.virginia.gov/>

20. Does VCU intend to assign market share of account placements according to agency performance?

VCU Answer: No

21. Estimated Budget for this Purchase?

VCU Answer: \$60,000.00

22. Did VCU ever have outside firms proceed with legal action on behalf of VCU?

VCU Answer: VCU has a special waiver from the Attorney General's Office of Virginia. This allows VCU collectors to take judgments for the University as Agents of VCU and if the amount is over \$15,000.00, it is referred directly to the Attorney General's Office of Virginia for them to litigate on.

23. **Page 28: V. ELECTRONIC DATA INTERCHANGE:** University Purchasing has a great interest in utilizing Electronic Data Interchange (EDI) to improve efficiency of operation in the transmission of purchasing related information. Contractors are encouraged to provide a statement indicating their current EDI capabilities and/or future plans to establish/improve their EDI capabilities.

VCU Answer: VCU would like to receive payments electronically because checks can get lost and if received electronically by VCU this can't occur.

24. Is there a Statute of Limitations on any accounts that VCU collected on?

VCU Answer: VCU is a state funded University and there is no Statute of Limitations on our accounts.

NOTE: A signed acknowledgment of this addendum should be received by this office either prior to the proposal due date and hour or attached to your proposal. Signature of this addendum does not constitute your signature on the original proposal document. The original proposal document must also be signed.

Kind Regards,



Sandra D. White, VCO
Purchasing Manager
Service Category

Enterprise Recovery Systems, Inc.

Name of Firm

Steven F. Rechia / Vice President

Signature/Title

4/23/15

Date



Virginia Commonwealth
University
RFP #6253333SW

Addendum 2 -
Questions and Answers



April 14, 2015

ADDENDUM NO.: 2 TO ALL OFFERORS:

Reference – Request for Proposals: RFP No.:6253333SW
Commodity Title: Debt Collections Services
Issued Date: March 26, 2015
Proposal Due Date: April 27, 2015 at 11:00 a.m.
Proposal Conference Date: April 6, 2015 at 10:00 a.m.

The above is hereby changed to read:

1. Attached to your proposal a correct and complete copy of licenses, operating permits or other authorization that allows your firm to provide Debt Collection Services. In the interest of being green, will VCU allow us to provide a chart which details our agency state licensing certifications? In addition to a copy of our State of Virginia Certificate of Authority? Upon award, if requested, copies of all licenses will be provided.

VCU Answer: Yes.

NOTE: A signed acknowledgment of this addendum should be received by this office either prior to the proposal due date and hour or attached to your proposal. Signature of this addendum does not constitute your signature on the original proposal document. The original proposal document must also be signed.

Kind Regards,

Sandra D. White, VCO
Purchasing Manager
Service Category

Enterprise Recovery Systems, Inc.

Name of Firm

Steven F. Rendi / Vice President

Signature/Title

4/23/15

Date



Virginia Commonwealth
University
RFP #6253333SW

Attachment 1 - Appendix 1 -
SWaM Form

APPENDIX I

PARTICIPATION IN STATE PROCUREMENT TRANSACTIONS SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES

The following definitions will be used in completing the information contained in this Appendix.

Definitions

- **Small business** is an independently owned and operated business 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. Nothing in this definition prevents a program, agency, institution or subdivision from complying with the qualification criteria of a specific state program or federal guideline to be in compliance with a federal grant or program.
- **Women-owned business** is 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.
- **Minority-owned business** is 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.
- **Minority Individual:** "Minority" means a person who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:
 - "Asian Americans" means all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Marianas, the Philippines, U. S. territory of the Pacific, India, Pakistan, Bangladesh and Sri Lanka and who are regarded as such by the community of which these persons claim to be a part.
 - "African Americans" means all persons having origins in any of the original peoples of Africa and who are regarded as such by the community of which these persons claim to be a part.
 - "Hispanic Americans" means all persons having origins in any of the Spanish speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who are regarded as such by the community of which these persons claim to be a part.
 - "Native Americans" means all persons having origins in any of the original peoples of North America and who are regarded as such by the community of which these persons claim to be a part or who are recognized by a tribal organization.
 - "Eskimos and Aleuts" means all persons having origins in any of the peoples of Northern Canada, Greenland, Alaska, and Eastern Siberia and who are regarded as such in the community of which these persons claim to be a part.

PARTICIPATION BY SMALL BUSINESSES, BUSINESSES OWNED BY WOMEN
BUSINESSES OWNED BY MINORITIES

This appendix should only be completed by firms that are not Virginia Department of Small Business and Supplier Diversity (DSBSD) certified small businesses.

Offeror certifies that it will involve Small Businesses, Women-Owned Businesses, and/or Minority-Owned Businesses (SWaM) in the performance of this contract either as part of a joint venture, as a partnership, as Subcontractors or as suppliers.

VCU has an overall goal of 42% SWaM participation for all annual purchases and seeks the maximum level of participation possible from all its contractors.

List the names of the SWaM Businesses your firm intends to use and identify the direct role of these firms in the performance of the contract. State whether the firm is a Small Business (SB), Women-Owned (WO), or Minority-Owned (MO).

Name of Businesses:

SB, WO, MO:

Role in contract:

Veri-Tax	SB	Skip Trace Services
RFPMD	SB	Printing Services

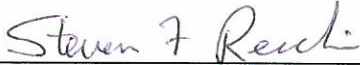
Commitment for utilization of DSBSD SWaM Businesses:

20 % of total contract amount that will be performed by DSBSD certified SWaM businesses.

Identify the individual responsible for submitting SWaM reporting information to VCU:

Name Printed: Diana Jackson
Email: djackson@ersinc.com
Phone: (630) 574-3113 ext 7245
Firm: Enterprise Recovery Systems, Inc.

Offeror understands and acknowledge that the percentages stated above represent a contractual commitment by the Offeror. Failure to achieve the percentage commitment will be considered a breach of contract and may result in contract default.

Acknowledged:
By (Signature): 
Name Printed: Steve Recchia
Title: Vice President
Email: srecchia@ersinc.com

Note: Small, Minority and/or Women-owned business sub-contractors are required to become certified and maintain certification through the Virginia Department of Small Business and Supplier Diversity (DSBSD; <http://www.sbsd.virginia.gov/swamcert.html>) to fulfill the Offeror's commitment for utilization.



Virginia Commonwealth
University
RFP #6253333SW

Attachment 2 - Appendix 2 -
Invoicing and Payment

APPENDIX II INVOICING AND PAYMENT

Invoicing:

The Contractor shall submit a fully itemized invoice to Virginia Commonwealth University, Accounts Payable and Support Services, P. O. Box 980327, Richmond, VA 23298-0327, that, at minimum, includes the following information: the Virginia Commonwealth University purchase order number; a description of the goods or services provided; quantities; unit prices; extended prices; and total prices. Payment will be issued in accordance with the payment method selected below and with the Commonwealth of Virginia Prompt Payment Legislation.

Upon request by VCU, the Contractor shall submit invoices electronically using the Ariba Network or other e-commerce channel utilized by VCU; and agrees to comply, within reason, with any future e-commerce initiatives including, but not limited to: procurement, procurement content, sourcing or any other electronic procurement and sourcing solutions.

Questions regarding this method of invoicing should be sent to: ecommerce@vcu.edu.

Payment:

VCU Procurement Services is automating the payment process to the greatest extent possible. Contractors are encouraged to accept payment electronically through the commercial card program. Please review the payment methods described below and select one for your firm. By selecting the payment method below, Contractor acknowledges that the selected payment method is **not specific to the contract resulting from this solicitation and will apply to all payments made to the Contractor** by Virginia Commonwealth University. For example, if the Contractor has an existing contract(s) and is currently receiving payment by paper check, and the Contractor is now electing to receive payment by the commercial card, **all payments** will be made using the commercial card once the commercial card payment process is implemented for the firm.

Payment Methods

1. Electronically through a Wells Fargo Visa commercial card: Payment will be made ten days (10) after receipt of a proper invoice for the amount of payment due, or ten (10) days after receipt of the goods or services, whichever is later.

It is the Contractor's responsibility to contact its banking institutions to determine any credit limit that may restrict the payment of invoices. It is the Contractor's responsibility to have its credit limit raised as necessary to facilitate the timely payment of all invoices. Invoices exceeding the Contractor's credit limit will be returned unpaid.

Failure to accept the commercial card after award of contract will be considered a contract compliance issue and will be addressed accordingly. In addition, invoices will be returned without payment until the Contractor can accept the payment through the commercial card.

Questions regarding this method of payment should be sent to commcard@vcu.edu.

2. **ACH:** Electronic payment via automated clearing house (ACH) to the vendor provided bank account of record. Payment is processed thirty (30) days after receipt of a proper invoice for the amount of payment due, or thirty (30) days after receipt of the goods or services, whichever is later. Additional information about ACH payments is available at: <http://www.vcu.edu/treasury/VendorACH.htm>.

Contractor must indicate the method of payment selected:

Commercial Card Payment (Wells Fargo VISA)

Automated Clearing House (ACH)

Invoicing and Payment Method Acknowledgement:

Signature:	<u>Steve Recchia</u>
Name Printed:	<u>Steve Recchia</u>
Title:	<u>Vice President</u>
Name of Firm:	<u>Enterprise Recovery Systems, Inc.</u>
Date:	<u>4/23/15</u>

Please identify the following contact information for the individual who will serve as the appropriate point of contact within your company to be contacted by VCU Accounts Payable to implement the electronic invoicing and payment processes:

Name of the individual:	<u>Diana Jackson</u>
Title:	<u>Accounting Manager</u>
Mailing address:	<u>2000 York Road</u> <u>Oak Brook, IL 60523</u>
Email address:	<u>djackson@ersinc.com</u>
Phone number:	<u>(630) 574-3113 ext 7245</u>
Fax number:	<u>(630) 574-0110</u>



Virginia Commonwealth
University
RFP #6253333SW

Attachment 3 - Appendix 3 -
Debt Collection Services
Price Schedule

ATTACHMENT 3-APPENDIX 3 – DEBT COLLECTION SERVICES PRICING SCHEDULE

▪ PRICING:

Offerors shall submit pricing in the following format:

A. Total Fixed Collection Fee - Percent (%) of Collected Amount: **20 %**

The "Total Fixed Collection Fee - Percent (%) of Collected Amount" shall:

(1) Apply to:

- a) First (1st) placements; and to
- b) Second (2nd) Placements.

(2) Include all costs associated with providing / performing the Collection Services (Financial) specified in Section VII, the "STATEMENT OF NEEDS," and in response to Section VIII, the "PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS" section "B," the "SPECIFIC PROPOSAL REQUIREMENTS"; EXTRA CHARGES SHALL NOT APPLY.

▪ PERFORMANCE:

"Performance" shall be defined as the FIRM number of calendar days after receipt of order (ARO), that your company can begin providing / performing the Collection Services (Financial) specified in, and in response to, this RFP; this timeframe may be a factor in making the award:

Five (5) Calendar Days ARO

OPTIONAL SERVICE:

ERS would propose the following service regarding dormant (inactive) judgments referred to ERS;

- *In cases where ERS is unable to collect, but are able to provide verified location information on debtor assets, and VCU then executes a lien/levy/garnishment, ERS will receive a location fee of 6 % of the outstanding balance.*

ERS is a contingency based agency; we strive for results for both client returns and professional goals. There are no additional fees for start-up, due diligence, administrative, credit bureau reporting, servicing or on-line access. The success of the Virginia Commonwealth University contract is a shared responsibility between all departments of ERS. The team of professionals we have chosen to work this project will devote as much time as necessary to accomplish the goals established in the contract.



Virginia Commonwealth
University
RFP #6253333SW

Exhibit I -
State Licensing Chart and
Commonwealth of VA
Certificate of Authority

ERS' STATE LICENSING CHART

State	License/COA/ Registration #	Renewal Date	Certificate of Authority	Foreign Corp Registration	Bond	Annual Report
Alabama	N/A	N/A		N/A		N/A
Alaska	267	6/30/16		N/A	83BSBFT25 93	1/31
Arizona	CA-0919645	1/1/15		F-1002073	83BSBFT25 96	N/A
Arkansas	4502	6/30/15		N/A	83BSBFU39 99	N/A
California	N/A	N/A		C1847671	83BSBFT25 99	4/30
Chicago, IL	2278680	8/15/15		N/A		N/A
Colorado	991635	6/30/15		20021030382	83BSBFS10 33	N/A
Connecticut	6268	9/30/15		N/A		4/15
DC	69006226	6/30/15	X	2681982		N/A
Delaware	1999209809	12/31/15		N/A		5/1
Florida	CA0900500/26599	12/31/15		F97000003204		N/A
Guam	N/A	N/A	F2572	N/A		4/1
Georgia	N/A	N/A	631961	631961		8/1
Hawaii	COLAX-728	6/30/16	22374-F1	22374-F1	775520703 7 ID	3/31
Idaho	CCA-3301	3/15/15		C148138	83BSBFS10 24	8/1
Illinois	017-021635	5/31/15	55177961	N/A	83BSBFO83 56	1/1
Indiana	12-0051 CA	12/31/15		1996011298		4/1
Iowa	W00341187	N/A	CS62809	276145		4/15
Kansas	N/A	N/A	3925286	39255286		6/30
Kentucky	N/A	N/A	63683509	636835		4/17
Louisiana	CA 539	N/A	20090122005009	36163846F	83BSBFU39 91	N/A
Maine	DCL4485	7/31/16		N/A	83BSBF083 63	N/A
Maryland	2234	6/17/15		F05815972	83BSBF083 13	3/15
Massachusetts	DC0170	12/31/15		363594864	83BSBFT26 05	5/15
Michigan	2401002724	6/30/15		646275	83BSBFT25 86	12/31
Minnesota	20113973	6/30/15		87489		4/1
Mississippi	N/A	N/A	644083	644083		12/1
Missouri	N/A	N/A	F00512016	F00512016		1/31
Montana	N/A	N/A	F048358-322241	F048358	83BSBSBFO 8330NE	3/1
Nebraska	812	12/31/15		10031624	83BSBFT26 12	1/31

State	License/COA/ Registration #	Renewal Date	Certificate of Authority	Foreign Corp Registration	Bond	Annual Report
Nevada	FCA10500	6/30/15		NV20021385347		4/1
New Hampshire	N/A	N/A	55606	556060	83BSBFO37 47	10/31
New Jersey	N/A	N/A	4272	100725594	83BSBFT26 16	3/15
New Mexico	668	6/30/15		2241057		2/1
New York	N/A	N/A	36-3594864	X		N/A
New York Buffalo	CAG12-10022483	9/30/15		N/A		11/14
New York, NY	1435003	1/31/15		N/A	83BSBFT26 41NC 83BSBFT26 38NC-2	3/15
North Carolina	100829	6/30/15		417385		5/15
North Dakota	CA102373	N/A	X	18079100		N/A
Ohio	1467655	N/A		1467655		N/A
Oklahoma	N/A	N/A	X	2312102944	83BSBFE92 02 83BSBFT233 47	12/23
Oregon	CA49380	7/31/15		727096-87		N/A
Pennsylvania	N/A	N/A	595181	595181	104828544	4/1
Puerto Rico	SJ-15384-AC	12/31/14	13827-F	13827-F		3/1
Rhode Island	20080118DC	12/31/14	X	155405		N/A
South Carolina	N/A	N/A	X	X		4/1
South Dakota	N/A	N/A	FB030552	FB030552	83BSBFQ70 29TN	N/A
Tennessee	118	3/15/15		N/A	83BSBFU39 93	N/A
Texas	N/A	N/A	128599	12859906	83BSBFO37 26	12/17
Utah	N/A	11/15/15		1472698-0143		3/15
Vermont	N/A	N/A	F280250	F-28025-0		5/30
Virginia	N/A	N/A	F166715-5	171827	83BSBFQ70 54WA	12/15
Washington	601 999 404	12/31/15		601999404	83BSBFT26 25	N/A
West Virginia	36-359-4864-001	N/A		N/A	83BSBFT18 22	3/16
Wisconsin	209	6/30/15		N/A	83BSBFP32 91	9/1
Wyoming	716	8/8/15		2001-000425298		

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, May 8, 2006

This is to certify that a certificate of authority to transact business in Virginia was this day issued and admitted to record in this office for

ENTERPRISE RECOVERY SYSTEMS, INC.

a corporation organized under the laws of ILLINOIS and that the said corporation is authorized to transact business in Virginia, subject to all Virginia laws applicable to the corporation and its business.



State Corporation Commission

Attest:

Joel H. Peck
Clerk of the Commission



- SCC eFile
- SCC eFile Home Page
- Check Name
- Distinguishability
- Business Entity Search
- Certificate Verification
- FAQs
- Contact Us
- Give Us Feedback
- Business Entities**
- UCC or Tax Liens**
- Court Services**
- Additional Services**

ENTERPRISE RECOVERY SYSTEMS, INC.

General

SCC ID: F1667155
 Entity Type: Foreign Corporation
 Jurisdiction of Formation: IL
 Date of Formation/Registration: 5/8/2006
 Status: Active
 Shares Authorized: 1000

Principal Office

200 S YORK ROAD STE 114
 OAKBROOK IL60523

Registered Agent/Registered Office

CT CORPORATION SYSTEM
 4701 COX ROAD, SUITE 285
 GLEN ALLEN VA 23060
 HENRICO COUNTY 143
 Status: Active
 Effective Date: 10/4/2013

SCC eFile Business Entity Details

Select an action

- [File a registered agent change](#)
- [File a registered office address change](#)
- [Resign as registered agent](#)
- [File an annual report](#)
- [Pay annual registration fee](#)
- [Order a certificate of good standing](#)
- [View eFile transaction history](#)
- [Manage email notifications](#)

[New Search](#) [Home](#)



Virginia Commonwealth
University
RFP #6253333SW

Exhibit II -
Sample Letters

Dept 19104
PO Box 1259
Oaks PA 19456



**ENTERPRISE RECOVERY
SYSTEMS, INC.**

2000 York Rd, Suite 114 ♦ Oak Brook, IL 60523
(800) 377-1904 ♦ Fax (630) 574-7788

ERS Account #: 000000000
Total Balance: \$XXX.XX

Amount Enclosed: \$ _____

Jun 12, 2014
5

000000000 7

19666 - 5

JOHN SMITH
000 MAIN STREET
ANYTOWN STATE 00000-0000



ERS, INC.
P.O. Box 5169
Oak Brook, IL 60522-5169



Please Detach Upper Portion And Return With Payment

Creditor Amt Owed
SALLIE MAE, INC - FDR LOANS 3R XXX.XX

**** DEBT VALIDATION NOTICE ****

Amount Owed: \$XXX.XX

ERS Account #: 000000000

DEAR JOHN SMITH

Our office has been retained to collect the above reference debt. Should you choose to resolve your account voluntarily, and avoid the additional time and inconvenience of collection procedures, you can do so as follows:

1. Please call ANTHONY RICCI at (800) 377-1904 X1111
Office Hours are 8am to 9pm (CST) Monday - Thursday, 8am to 5pm (CST) Friday,
8am to 12pm (CST) Saturday.
2. Mail check, money order, or cashier's check payable to ERS, Inc. to our address shown above. (** Any returned check may be assessed a service charge in accordance with applicable state laws **)
3. Pay your account on-line at ERS, Inc's self-pay site....www.helpupay.com

Unless you notify this office within 30 days of receiving this notice that you dispute the validity of this debt, or any portion thereof, we will assume this debt to be valid. If you notify this office in writing within 30 days of receiving this notice, we will then obtain written verification of the debt, and mail to you a copy of the same. If you have questions regarding the current creditor, please request in writing and we'll provide you the name, address, and phone of the original creditor if different from current creditor.

Thank you in advance for your anticipated cooperation.

Sincerely,

Enterprise Recovery Systems, Inc.

The total balance due reflected above is correct as of the date of this letter. Until paid in full, interest may continue to accrue on your account. Please refer to the original loan documents for interest rate and accrual information.

This is an attempt to collect a debt and any information obtained will be used for that purpose

Office Hours: Monday - Thursday 8:00am to 9:00pm CST
Friday 8:00am to 2:00pm CST
Saturday 8:00am to 1:00pm CST

If you would like to make a payment online please visit www.helpupay.com

Enterprise Recovery Systems, Inc. ♦ 2000 York Rd, Suite 114 ♦ Oak Brook, IL 60523 ♦ (800) 377-1904 ♦ Fax (630) 574-7788





If you wish to pay by VISA or MasterCard, please fill in the information below and return the top portion of this notice in the envelope provided. (Please remember to print legibly and sign where indicated.)

Account Number														Payment Amount	Expiration Date	
															\$	___/___

Card Holder Address

Card Holder Daytime Phone

Card Holder Name (Please Print)

Signature of Card Holder

Date

A processing fee equal to 2.95% plus .50 cents of the transaction amount may be added to this transaction by the processing company Education Billing Services, LTD.

Dept 19104
PO Box 1259
Oaks PA 19456



**ENTERPRISE RECOVERY
SYSTEMS, INC.**

2000 York Rd, Suite 114 ♦ Oak Brook, IL 60523
(800) 377-1904 ♦ Fax (630) 574-7788

ERS Account #: 000000000
Total Balance: \$XXX.XX

Amount Enclosed: \$ _____

Feb 10, 2014
2

000000000

19666 - 228



JOHN SMITH
000 MAIN STREET
ANYTOWN STATE 00000-0000

ERS, INC.
P.O. Box 5169
Oak Brook, IL 60522-5169



Please Detach Upper Portion And Return With Payment

Creditor	Amt Owed
UNIV OF NEW MEXICO- PK1	XXX.XX

Dear Mr/Ms JOHN SMITH

We have been unable to reach you by phone, therefore we are requesting that you call our office at (800) 377-1904 X1127 to discuss repayment of your past due account.

If you prefer not to discuss this matter you may remit the total balance of your above referenced account(s) by sending a cashiers check or money order made payable to the client(s) listed above. The account number should be listed on the check. Please use the enclosed envelope when sending your payment.

The above balance is the total sum owed as of the date of this letter. Your account may be subject to the accrual of interest and additional collection charges. As a result, the total amount you owe may increase without resolution of this debt.

Sincerely,

RICHARD BROWN
Account Manager

The total balance due reflected above is correct as of the date of this letter. Until paid in full, interest may continue to accrue on your account. Please refer to the original loan documents for interest rate and accrual information.

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

ERS Account: 000000000

Office Hours: Monday - Thursday 8:00am to 9:00pm CST
Friday 8:00am to 2:00pm CST
Saturday 8:00am to 1:00pm CST

If you would like to make a payment online please visit www.helpupay.com

Enterprise Recovery Systems, Inc. ♦ 2000 York Rd, Suite 114 ♦ Oak Brook, IL 60523 ♦ (800) 377-1904 ♦ Fax (630) 574-7788

MEMBER



INTERNATIONAL
The Association of Credit
and Collection Professionals



If you wish to pay by VISA or MasterCard, please fill in the information below and return the top portion of this notice in the envelope provided. (Please remember to print legibly and sign where indicated.)

Account Number														Payment Amount	Expiration Date	
															\$	____/____

Card Holder Address

Card Holder Daytime Phone

Card Holder Name (Please Print)

Signature of Card Holder

Date

A processing fee equal to 2.95% plus .50 cents of the transaction amount may be added to this transaction by the processing company Education Billing Services, LTD.

As required by Utah law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Dept 19104
PO Box 1259
Oaks PA 19456



**ENTERPRISE RECOVERY
SYSTEMS, INC.**

2000 York Rd, Suite 114 ♦ Oak Brook, IL 60523
(800) 377-1904 ♦ Fax (630) 574-7788

JOHN SMITH
RE: ASHFORD UNIV - BRIDGEPOINT SR2
ERS ACCOUNT: 000000000

Mar 27, 2014
2

000000000

19666 - 602

JOHN SMITH
000 MAIN STREET
ANYTOWN STATE 00000-0000



Amount Enclosed: \$ _____



ERS, INC.
P.O. Box 5169
Oak Brook, IL 60522-5169



Please Detach Upper Portion And Return With Payment

Creditor	Amt Owed
ASHFORD UNIV - BRIDGEPOINT SR2	XXX.XX

Dear JOHN SMITH

If you have any intentions of resolving your account in a voluntary manner, you should contact our office. If we do not hear from you, we will assume that you do not have a dispute and we will have no alternative but to continue collection activity. Allow ERS to be of service so that you may avoid the unpleasantness associated with further collection activity.

Send payment in full or contact CHONA TAYLOR at (800) 377-1904 X3150.

All returned checks may be assessed a service charge in accordance with applicable state law.

The total balance due reflected above is correct as of the date of this letter. Until paid in full, interest may continue to accrue on your account. Please refer to the original loan documents for interest rate and accrual information.

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

Office Hours: Monday - Thursday 8:00am to 9:00pm CST
Friday 8:00am to 2:00pm CST
Saturday 8:00am to 1:00pm CST

If you would like to make a payment online please visit www.helpupay.com

Enterprise Recovery Systems, Inc. ♦ 2000 York Rd, Suite 114 ♦ Oak Brook, IL 60523 ♦ (800) 377-1904 ♦ Fax (630) 574-7788



19666-5-602



If you wish to pay by VISA or MasterCard, please fill in the information below and return the top portion of this notice in the envelope provided. (Please remember to print legibly and sign where indicated.)

Account Number												Payment Amount	Expiration Date	
													\$	___/___

Card Holder Address

Card Holder Daytime Phone

Card Holder Name (Please Print)

Signature of Card Holder

Date

A processing fee equal to 2.95% plus .50 cents of the transaction amount may be added to this transaction by the processing company Education Billing Services, LTD.

Dept 19104
PO Box 1259
Oaks PA 19456



**ENTERPRISE RECOVERY
SYSTEMS, INC.**

2000 York Rd, Suite 114 ♦ Oak Brook, IL 60523
(800) 377-1904 ♦ Fax (630) 574-7788

JOHN SMITH
RE: UNIV OF THE ROCKIES COLORADO S, ACCOUNT
ERS ACCOUNT: 000000000

Feb 10, 2014
2

000000000

19666 - 177

JOHN SMITH
000 MAIN STREET
ANYTOWN STATE 00000-0000



Amount Enclosed: \$ _____



ERS, INC.
P.O. Box 5169
Oak Brook, IL 60522-5169



Please Detach Upper Portion And Return With Payment

Creditor	Amt Owed
UNIV OF THE ROCKIES COLORADO S	XXX.XX

Dear JOHN SMITH

Our office has previously corresponded with you regarding your balance due on the above mentioned account. To date, we have not received your payment, or any indication as to how you plan to resolve this matter.

To pay your obligation, make a cashiers check or money order payable to the above named client(s) and sent it to our address.

If you need to discuss this matter further you may contact us by calling LEO KANE at 800-377-1904 X3389.

All returned checks may be assessed a service charge in accordance with applicable state law.

The total balance due reflected above is correct as of the date of this letter. Until paid in full, interest may continue to accrue on your account. Please refer to the original loan documents for interest rate and accrual information.

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

800-377-1904

Office Hours: Monday - Thursday 8:00am to 9:00pm CST
Friday 8:00am to 2:00pm CST
Saturday 8:00am to 1:00pm CST

If you would like to make a payment online please visit www.helpupay.com

Enterprise Recovery Systems, Inc. ♦ 2000 York Rd, Suite 114 ♦ Oak Brook, IL 60523 ♦ (800) 377-1904 ♦ Fax (630) 574-7788





If you wish to pay by VISA or MasterCard, please fill in the information below and return the top portion of this notice in the envelope provided. (Please remember to print legibly and sign where indicated.)

Account Number														Payment Amount	Expiration Date	
															\$	___/___

Card Holder Address

Card Holder Daytime Phone

Card Holder Name (Please Print)

Signature of Card Holder

Date

A processing fee equal to 2.95% plus .50 cents of the transaction amount may be added to this transaction by the processing company Education Billing Services, LTD.

Dept 19104
PO Box 1259
Oaks PA 19456



**ENTERPRISE RECOVERY
SYSTEMS, INC.**

2000 York Rd, Suite 114 ♦ Oak Brook, IL 60523
(800) 377-1904 ♦ Fax (630) 574-7788

ERS Account #: 000000000
Total Balance: \$XXX.XX

Amount Enclosed: \$ _____

Feb 10, 2014
2

000000000

19666 - 230



JOHN SMITH
000 MAIN STREET
ANYTOWN STATE 00000-0000

ERS, INC.
P.O. Box 5169
Oak Brook, IL 60522-5169



Please Detach Upper Portion And Return With Payment

Creditor	Regarding	Amt Owed
REGIS UNIVERSITY - SR2		XXX.XX
ENTERPRISE RECOVERY SYS		1.00

XXX.XX

Dear JOHN SMITH

The check that we recently applied to the above mentioned account has been returned by your bank. At this time we have no alternative but to recommend additional collection activity, which may be inconvenient and time consuming.

If you wish to avoid any further collection activity you will need to send a cashiers check or money order payable to the above named client for the full outstanding balance.

If you need to speak with me directly regarding this matter you can call me at 800-377-1904 X3348.

Sincerely,

JERRY TAVO
Account Supervisor

The total balance due reflected above is correct as of the date of this letter. Until paid in full, interest may continue to accrue on your account. Please refer to the original loan documents for interest rate and accrual information.

000000000

This is an attempt to collect a debt and any information obtained will be used for that purpose.

800-377-1904

Office Hours: Monday - Thursday 8:00am to 9:00pm CST
Friday 8:00am to 2:00pm CST
Saturday 8:00am to 1:00pm CST

If you would like to make a payment online please visit www.helpupay.com

Enterprise Recovery Systems, Inc. ♦ 2000 York Rd, Suite 114 ♦ Oak Brook, IL 60523 ♦ (800) 377-1904 ♦ Fax (630) 574-7788





If you wish to pay by VISA or MasterCard, please fill in the information below and return the top portion of this notice in the envelope provided. (Please remember to print legibly and sign where indicated.)

Account Number														Payment Amount	Expiration Date	
															\$	___/___

Card Holder Address Card Holder Daytime Phone

Card Holder Name (Please Print) Signature of Card Holder Date

A processing fee equal to 2.95% plus .50 cents of the transaction amount may be added to this transaction by the processing company Education Billing Services, LTD.

Dept 19104
PO Box 1259
Oaks PA 19456



**ENTERPRISE RECOVERY
SYSTEMS, INC.**

2000 York Rd, Suite 114 ♦ Oak Brook, IL 60523
(800) 377-1904 ♦ Fax (630) 574-7788

ERS Account #: 000000000
Total Balance: \$XXX.XX

Amount Enclosed: \$ _____

Feb 10, 2014
2

000000000

19666 - 178



JOHN SMITH
000 MAIN STREET
ANYTOWN STATE 00000-0000

ERS, INC.
P.O. Box 5169
Oak Brook, IL 60522-5169



Please Detach Upper Portion And Return With Payment

Creditor	Amt Owed
DEVRY EDUCATION GROUP - COH 20	XXX.XX

** CONSOLIDATE YOUR STUDENT LOANS **

DEAR JOHN SMITH

Would you like to improve your current credit standing; prevent IRS income tax refund seizures and bring your loan(s) current?

Think of all the questions above and ask yourself, "Where will I be a year from now, if I answer yes?"

Enterprise Recovery Systems, Inc. is extending a courtesy to help you remove the weight of these burdens from your shoulders. We will show you how you can bring your student loan into federal compliance. This can open the door to a brighter future and allow for additional federal funds to continue your education should you desire. It will also remove your name from any potential IRS tax offset programs. Your credit bureau report will show that your loan is now paid in full and you will have only a single payment to make each month. You may also be eligible to reduce your present rate of interest and choose a repayment plan that best suits your financial needs.

Kindly take a few minutes to call our office toll free at 800-377-1904 X3278, where our professional staff will assist you in your future. The time is now to help yourself!

000000000

The total balance due reflected above is correct as of the date of this letter. Until paid in full, interest may continue to accrue on your account. Please refer to the original loan documents for interest rate and accrual information.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

800-377-1904

Office Hours: Monday - Thursday 8:00am to 9:00pm CST
Friday 8:00am to 2:00pm CST
Saturday 8:00am to 1:00pm CST

If you would like to make a payment online please visit www.helpupay.com

Enterprise Recovery Systems, Inc. ♦ 2000 York Rd, Suite 114 ♦ Oak Brook, IL 60523 ♦ (800) 377-1904 ♦ Fax (630) 574-7788





If you wish to pay by VISA or MasterCard, please fill in the information below and return the top portion of this notice in the envelope provided. (Please remember to print legibly and sign where indicated.)

Account Number													Payment Amount	Expiration Date
													\$	___/___

Card Holder Address Card Holder Daytime Phone

Card Holder Name (Please Print) Signature of Card Holder Date

A processing fee equal to 2.95% plus .50 cents of the transaction amount may be added to this transaction by the processing company Education Billing Services, LTD.

Dept 19104
PO Box 1259
Oaks PA 19456



**ENTERPRISE RECOVERY
SYSTEMS, INC.**

2000 York Rd, Suite 114 ♦ Oak Brook, IL 60523
(800) 377-1904 ♦ Fax (630) 574-7788

ERS Account #: 000000000
Total Balance: \$XXX.XX

Amount Enclosed: \$ _____

Feb 10, 2014
5

000000000

19666 - 1



JOHN SMITH
000 MAIN STREET
ANYTOWN STATE 00000-0000

ERS, INC.
P.O. Box 5169
Oak Brook, IL 60522-5169



Please Detach Upper Portion And Return With Payment

REGARDING: SALLIE MAE, INC - FDR LOANS 3R
BALANCE DUE: XXX - XX

*****Notice of Settlement Offer*****

Dear JOHN SMITH

Please be advised that your above referenced delinquent or defaulted obligation held by SALLIE MAE, INC - FDR LOANS 3R is eligible for a settlement.

Our client, SALLIE MAE, INC - FDR LOANS 3R, has authorized us to accept a settlement less than the current balance due. Now is the time to take advantage of this opportunity to settle your account at a great savings to you.

If you are interested in resolving your debt voluntarily, please call our office today.

If you have any questions or need further assistance please contact TONY LAWSON at 1-800-377-1904.

The total balance due reflected above is correct as of the date of this letter. Until paid in full, interest may continue to accrue on your account. Please refer to the original loan documents for interest rate and accrual information.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

000000000

Office Hours: Monday - Thursday 8:00am to 9:00pm CST
Friday 8:00am to 2:00pm CST
Saturday 8:00am to 1:00pm CST

If you would like to make a payment online please visit www.helpupay.com

Enterprise Recovery Systems, Inc. ♦ 2000 York Rd, Suite 114 ♦ Oak Brook, IL 60523 ♦ (800) 377-1904 ♦ Fax (630) 574-7788

MEMBER



INTERNATIONAL
The Association of Credit
and Collection Professionals



If you wish to pay by VISA or MasterCard, please fill in the information below and return the top portion of this notice in the envelope provided. (Please remember to print legibly and sign where indicated.)

Account Number													Payment Amount	Expiration Date
													\$	____/____

Card Holder Address Card Holder Daytime Phone

Card Holder Name (Please Print) Signature of Card Holder Date

A processing fee equal to 2.95% plus .50 cents of the transaction amount may be added to this transaction by the processing company Education Billing Services, LTD.

Dept 19104
PO Box 1259
Oaks PA 19456



**ENTERPRISE RECOVERY
SYSTEMS, INC.**

2000 York Rd, Suite 114 ♦ Oak Brook, IL 60523
(800) 377-1904 ♦ Fax (630) 574-7788

ERS Account #: 000000000
Total Balance: \$XXX.XX

Amount Enclosed: \$ _____

Feb 10, 2014
2

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19666 - 334



JOHN SMITH
000 MAIN STREET
ANYTOWN STATE 00000-0000

ERS, INC.
P.O. Box 5169
Oak Brook, IL 60522-5169



Please Detach Upper Portion And Return With Payment

Creditor	Amt Owed
ASHFORD UNIV - BRIDGEPOINT SR2	XXX.XX

Dear JOHN SMITH

Please be advised that your payment in the amount of \$26.00 will be presented for deposit on 02/18/14.

It is imperative that you make certain there are sufficient funds available in your account to cover the amount of your payment.

This letter is to serve as a reminder, if you have any questions call HOLD TILL 3/7/14 at 800-377-1904 X.

All returned checks may be assessed a service charge in accordance with applicable state law.

The total balance due reflected above is correct as of the date of this letter. Until paid in full, interest may continue to accrue on your account. Please refer to the original loan documents for interest rate and accrual information.

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

ERS No. 000000000

Office Hours: Monday - Thursday 8:00am to 9:00pm CST
Friday 8:00am to 2:00pm CST
Saturday 8:00am to 1:00pm CST

If you would like to make a payment online please visit www.helpupay.com

Enterprise Recovery Systems, Inc. ♦ 2000 York Rd, Suite 114 ♦ Oak Brook, IL 60523 ♦ (800) 377-1904 ♦ Fax (630) 574-7788

MEMBER



INTERNATIONAL
The Association of Credit
and Collection Professionals



If you wish to pay by VISA or MasterCard, please fill in the information below and return the top portion of this notice in the envelope provided. (Please remember to print legibly and sign where indicated.)

Account Number													Payment Amount	Expiration Date
													\$	____/____

Card Holder Address

Card Holder Daytime Phone

Card Holder Name (Please Print)

Signature of Card Holder

Date

A processing fee equal to 2.95% plus .50 cents of the transaction amount may be added to this transaction by the processing company Education Billing Services, LTD.

Dept 19104
PO Box 1259
Oaks PA 19456



**ENTERPRISE RECOVERY
SYSTEMS, INC.**

2000 York Rd, Suite 114 ♦ Oak Brook, IL 60523
855-312-8073 ♦ Fax (630) 574-7788

ERS Account #: 000000000
Total Balance: \$XXX.XX

Amount Enclosed: \$ _____

Jul 23, 2013
2

000000000

19666 - 1



JOHN SMITH
000 MAIN STREET
ANYTOWN STATE 00000-0000

ERS, INC.
P.O. Box 5169
Oak Brook, IL 60522-5169



Please Detach Upper Portion And Return With Payment

**** DEBT VALIDATION NOTICE ****

Amount Owed: \$XXX.XX
ERS Account #: 000000000

Dear JOHN SMITH

Our office has been retained to collect the above referenced debt. Should you choose to resolve your account voluntarily, and avoid the additional time and inconvenience of collection procedures, you can do so as follows:

1. Please call JOHN TATE at (800) 377-1904 Office Hours are 8am to 5pm (CST) Monday - Friday
2. Mail check, money order, or cashiers check payable to ERS, Inc. to our address shown above. (** Any returned check may be assessed a service charge in accordance with applicable state laws **)
3. Pay your account on-line at ERS, Inc's self-pay site....www.helpupay.com

Unless you notify this office within 30 days of receiving this notice that you dispute the validity of this debt, or any portion thereof, we will assume this debt to be valid. If you notify this office in writing within 30 days of receiving this notice, we will then obtain written verification of the debt, and mail to you a copy of the same. If you request of this office in writing within 30 days of receiving this notice, this office will provide you with the name, address, and phone number of the creditor.

Thank you in advance for your anticipated cooperation.

Sincerely,

Enterprise Recovery Systems, Inc.

This is an attempt to collect a debt and any information obtained will be used for that purpose





If you wish to pay by VISA or MasterCard, please fill in the information below and return the top portion of this notice in the envelope provided. (Please remember to print legibly and sign where indicated.)

Account Number	Payment Amount	Expiration Date																				
<table border="1" style="width: 100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width: 3.33%;"></td><td style="width: 3.33%;"></td><td style="width: 3.33%;"></td><td style="width: 3.33%;"></td><td style="width: 3.33%;"></td><td style="width: 3.33%;"></td><td style="width: 3.33%;"></td><td style="width: 3.33%;"></td><td style="width: 3.33%;"></td><td style="width: 3.33%;"></td><td style="width: 3.33%;"></td><td style="width: 3.33%;"></td><td style="width: 3.33%;"></td><td style="width: 3.33%;"></td><td style="width: 3.33%;"></td><td style="width: 3.33%;"></td><td style="width: 3.33%;"></td><td style="width: 3.33%;"></td><td style="width: 3.33%;"></td><td style="width: 3.33%;"></td> </tr> </table>																					\$ _____	____/____

Card Holder Address

Card Holder Daytime Phone

Card Holder Name (Please Print)

Signature of Card Holder

Date

A processing fee equal to 2.95% of the transaction amount, plus a .50 cent transaction fee, may be added to this transaction by the processing company, Education Billing Services, LTD

Dept 19104
PO Box 1259
Oaks PA 19456




**ENTERPRISE RECOVERY
SYSTEMS, INC.**

2000 York Rd, Suite 114 ♦ Oak Brook, IL 60523
(800) 377-1904 ♦ Fax (630) 574-7788

Feb 10, 2014

21504 - 1

JOHN SMITH
000 MAIN STREET
ANYTOWN STATE 00000-0000


Dear JOHN SMITH

Thank you for your recent payment arrangement. In accordance with National Automated Clearing House Association (NACHA) Operating Guidelines, Enterprise Recovery Systems, INC (ERS) is required to provide you, the consumer, with this Written notification that confirms your authorization for the Direct Debit of future ACH payment(s).

The following transaction information reflect the ACH Payment Preferences, obtained with your verbal authorization on 00/00/00.

DATE	Check NO	AMOUNT
03/10/14	277	21.00
04/10/14	278	21.00
05/10/14	279	21.00
06/10/14	280	21.00
07/10/14	281	21.00
08/10/14	282	21.00
09/10/14	283	21.00
10/10/14	284	21.00
11/10/14	285	21.00
12/10/14	286	21.00
01/10/15	287	21.00

This above amount(s) include a processing fee of \$1.00 per transaction.

Your verbal authorization allows us to originate ACH debit entries from your checking account.

Should you have any questions, please feel free to contact us, Monday through Friday from 8:00am to 9:00pm CST or Saturday from 8:00am to 12:00pm CST, at (800) 377-1904.

Sincerely,

Enterprise Recovery Systems.

The total balance due reflected above is correct as of the date of this letter. Until paid in full, interest may continue to accrue on your account. Please refer to the original loan documents for interest rate and accrual information.

Office Hours: Monday - Thursday 8:00am to 9:00pm CST
Friday 8:00am to 2:00pm CST
Saturday 8:00am to 1:00pm CST





Virginia Commonwealth
University
RFP #6253333SW

Exhibit III -
Financial Statement
EXCLUDED IN THIS COPY



Virginia Commonwealth
University
RFP #6253333SW

Exhibit IV -
Attestation Audit
EXCLUDED IN THIS COPY



Virginia Commonwealth
University
RFP #6253333SW

Exhibit V -
Sample Reports



2000 YORK ROAD
OAK BROOK, ILLINOIS 60523
1-800-446-4377

STATEMENT OF ACCOUNT

SAMPLE UNIVERSITY
123 CAMPUS ST
COLLEGE TOWN, USA

DATE: XX/XX/XXXX
CLIENT#: ABCPK1
INVOICE#: 123456

ATTN: <<NAME>>

Previous Balance

Invoices			
#184839	4/31/13	150.15	
#181884	8/30/13	255.32	
PMT	11/18/13	405.47	
Balance Forward			0.00

New Activity

Invoice Amount Due Us	133.14
Invoice Amount Due You	472.06

Remittance Summary

Total Payable Upon Receipt	0.00
Our Check Enclosed	472.06

To ensure proper credit: Please detach this portion and return with remittance.

REMITTANCE DOCUMENT

SAMPLE UNIVERSITY
123 CAMPUS ST
COLLEGE TOWN, USA

DATE: XX/XX/XXXX
CLIENT#: ABCPK1
INVOICE#: 123456

Please remit payments to

ENTERPRISE RECOVERY SYSTEMS
2000 YORK ROAD
OAK BROOK, IL 60523

Amount Due \$ 0.00
Amount Enclosed \$472.06



2000 YORK ROAD
OAK BROOK, ILLINOIS 60523
1-800-446-4377

INVOICE SUMMARY

SAMPLE UNIVERSITY
123 CAMPUS ST
COLLEGE TOWN, USA

DATE: XX/XX/XXXX
CLIENT#: ABCPK1
INVOICE#: 123456

ATTN: <<NAME>>

	PAID US	PAID YOU	OUR COMM	NET DUE YOU
TOTALS	605.20	0.00	133.14	472.06
	-----	-----		
TOTAL COLLECTIONS	605.20			

TOTAL AMOUNT COLLECTED 605.20
AMOUNT YOU OWE US 133.14
AMOUNT WE OWE YOU 472.06



2000 YORK ROAD
OAK BROOK, ILLINOIS 60523
1-800-446-4377

PAYMENT INVOICE

SAMPLE UNIVERSITY
123 CAMPUS ST
COLLEGE TOWN, USA

DATE: XX/XX/XXXX
CLIENT#: ABCPK1
INVOICE#: 123456

ATTN: <<NAME>>

YOUR ACCOUNT #	NAME	DATE	US	YOU	RATE	COMM	YOU	BALANCE	SOURCE
CA5004766	Jones, Cindy	01/05/14	255.20	0.00	22.00%	56.41	199.06	8.36	EP
CA5000414	Smith, John	01/27/14	50.00	0.00	22.00%	11.00	39.00	1474.36	CK
CA5023987	Willis, Tom	01/31/14	300.00	0.00	22.00%	66.00	234.00	11428.00	CK



2000 YORK ROAD
OAK BROOK, ILLINOIS 60523
1-800-446-4377

ACCOUNT STATUS REPORT

SAMPLE UNIVERSITY
123 CAMPUS ST
COLLEGE TOWN, USA

ATTN: <<NAME>>

YOUR ACCT NUMBER	MASTER NUMBER	NAME	TURNOVER DATE	ORIGINAL BALANCE	CURRENT BALANCE	COLLECTED TO DATE	REMARKS
CA5006232	J44262	Adams, Bill	09/03/13	750.00	1243.37	0.00	MID BALANCE
CA5027226	J00454	Jones, Cindy	08/28/13	2647.10	2315.65	650.00	ELECTRIC PAY
CA5000767	J44264	Smith, Joe	09/03/13	2639.80	3849.82	0.00	APP TO BORROW
CA5020767	J44264	Smith, Joe	09/03/13	1500.00	2098.70	0.00	APP TO BORROW
4 Accounts Listed				7536.90	9507.54	650.00	



2000 YORK ROAD
OAK BROOK, ILLINOIS 60523
1-800-446-4377

ACKNOWLEDGMENT REPORT

SAMPLE UNIVERSITY
123 CAMPUS ST
COLLEGE TOWN, USA

ATTN: <<NAME>>

We are pleased to acknowledge the receipt of the accounts listed below.
Thank you for the opportunity to service your collection needs.

Demand for payment is being made immediately.
Should debtors contact you or make payment to you, please report to us promptly.

NUMBER	NAME	ACCOUNT#	RATE	PRINCIPAL	INT AMT	OTHER	COLL CHG	COSTS	TOTAL
J67064	Adams, Quincy	1907416	25.0%	3568.59	0.00	0.00	1065.94	0.00	4624.53
J67063	Allen, Jim	3476322	25.0%	2750.42	0.00	0.00	821.55	0.00	3571.97
J67062	Bark, Charles	3680491	25.0%	1417.00	0.00	0.00	423.26	0.00	1840.26
J67061	Buckner, Bill	3128493	25.0%	1928.87	0.00	0.00	576.16	0.00	2505.03
J67060	Charles, Rae	2954776	25.0%	5694.25	0.00	0.00	1700.86	0.00	7395.11
J67059	Conner, Jimmy	3558820	25.0%	4744.22	0.00	0.00	1287.23	0.00	6031.45
J67058	Cutler, Fay	2898592	25.0%	2471.21	0.00	0.00	738.15	0.00	3209.36
J67057	Bay, Boris	3582393	25.0%	508.84	0.00	0.00	151.99	0.00	660.83
-----		8 ACCOUNTS		23083.40	0.00	0.00	6765.14	0.00	29838.54

TOTAL PRINCIPAL 23083.40
TOTAL CHARGES 6765.14

Sincerely,

ENTERPRISE RECOVERY SYSTEMS INC.



2000 YORK ROAD
OAK BROOK, ILLINOIS 60523
1-800-446-4377

CANCEL REPORT

SAMPLE UNIVERSITY
123 CAMPUS ST
COLLEGE TOWN, USA

DATE: XX/XX/XXXX
CLIENT #: ABCPK1

ATTN: <<NAME>>

The account (s) listed below are being returned to you for the reason specified.
Each account is recorded permanently in our master files where a new inquiry may turn up information that will help us collect for you at a future date.

Please be assured that we have strenuously pursued the collection of each account using all of the information available to us.

<u>NUMBER</u>	<u>NAME</u>	<u>ACCOUNT #</u>	<u>BALANCE</u>	<u>REFERRED</u>	<u>LAST PAY</u>	<u>TURNOVER</u>	<u>RTN DATE</u>	<u>REASON</u>
J00440	SMITH, JON 320 22 ND ST S APT 2	CAS000907 ANYTOWN, ST 58103	0.00	3892.59	02/05/14	03/23/13	02/05/14	PAID IN FULL
J00442	WILLIAMS, DAVE 31 WILBUR RD	CAS000030 ANYTOWN, ST 03431	0.00	658.33	10/29/13	06/14/13	10/29/13	PAID IN FULL
J00443	JONES, SARAH 1045 28 TH ST	CAS019472 ANYTOWN, ST 58102	0.00	879.04	01/25/14	06/14/13	01/25/14	PAID IN FULL
J00443	JONES, SARAH 1045 28 TH ST	CAS019472 ANYTOWN, ST 58102	0.00	1505.72	01/25/14	06/14/13	01/25/14	PAID IN FULL
J00450	DAVIS, JACK 4232 27 TH AVE SW APT 6	CAS037021 ANYTOWN, ST 58103	3832.60	3832.60	00/00/00	04/02/13	04/30/14	EFFORTS EXP
J00450	DAVIS, JACK 4232 27 TH AVE SW APT 6	CAS037021 ANYTOWN, ST 58103	5132.02	5132.02	00/00/00	04/02/13	04/30/14	EFFORTS EXP
	6 ACCOUNTS		8964.62	15900.30				

Sincerely,

ENTERPRISE RECOVERY SYSTEMS, INC.



2000 YORK ROAD
OAK BROOK, ILLINOIS 60523
1-800-446-4377

BORROWER INFORMATION UPDATE REPORT

SAMPLE UNIVERSITY
123 CAMPUS ST
COLLEGE TOWN, USA

DATE: XX/XX/XXXX
CLIENT #: ABCPK1

ATTN: <<NAME>>

Loan Type: PERKINS 1ST

We have found the following new information on the following accounts since they have been with ERS.

Thank You for the opportunity to serve you.

Report Date: 2/2/2014

ACCOUNT NUMBER	NAME/NEW NAME	NEW ADDRESS	SSN	PHONE
800123456-9999	*GLASS, CRYSTAL	2000 YORK RD OAK BROOK, IL 60523	XXX-XX-XXXX	630-574-3113
700123456-9999	*SALT, BROCK	NO CHANGE	XXX-XX-XXXX	123-156-7890

2 address corrections through 2/2/2014 for Default Client
* Reported Previously



2000 YORK ROAD
 OAK BROOK, ILLINOIS 60523
 1-800-446-4377

HISTORY ANALYSIS REPORT

SAMPLE UNIVERSITY
 123 CAMPUS ST
 COLLEGE TOWN, USA

DATE: XX/XX/XXXX
 CLIENT #: ABCPK1

ATTN: <<NAME>>

-----NEW BUSINESS-----		-----COLLECTIONS-----				-----LIQUIDITY-----		-----COMM-----		-----CANCELLED-----			# AVE		
PERIOD	#	\$	AVE	CURR	%	TO DATE	NET	GROSS	TO DATE	%	#	AMT	%	PIF	AGE
Apr 2014	0	0.00	0.00	0.00	0%	0.00	0%	0%	0.00	0%	0	0.00	0%	0	0
Mar 2014	0	0.00	0.00	0.00	0%	0.00	0%	0%	0.00	0%	0	0.00	0%	0	0
Feb 2014	1	690.54	690.54	0.00	0%	0.00	0%	0%	0.00	0%	0	0.00	0%	0	271
Jan 2014	0	0.00	0.00	0.00	0%	0.00	0%	0%	0.00	0%	0	0.00	0%	0	0
Dec 2013	1	210.02	210.02	0.00	0%	0.00	0%	0%	0.00	0%	0	0.00	0%	0	0
Nov 2013	0	0.00	0.00	0.00	0%	0.00	0%	0%	0.00	0%	0	0.00	0%	0	0
Oct 2013	0	0.00	0.00	0.00	0%	0.00	0%	0%	0.00	0%	0	0.00	0%	0	0
Sep 2013	0	0.00	0.00	0.00	0%	0.00	0%	0%	0.00	0%	0	0.00	0%	0	0
Aug 2013	2	3957.72	1978.86	50.00	0%	400.00	8%	10%	88.00	22%	0	0.00	0%	0	0
Jul 2013	0	0.00	0.00	0.00	0%	0.00	0%	0%	0.00	0%	0	0.00	0%	0	0
Jun 2013	2	3508.25	1754.12	0.00	0%	2634.92	59%	75%	579.67	22%	0	0.00	0%	1	0
May 2013	0	0.00	0.00	0.00	0%	0.00	0%	0%	0.00	0%	0	0.00	0%	0	0
Apr 2013	3	5522.60	2762.30	0.00	0%	2260.42	32%	41%	497.28	22%	1	5132.05	93%	3	0
Mar 2013	0	0.00	0.00	0.00	0%	0.00	0%	0%	0.00	0%	0	0.00	0%	0	0
Feb 2013	0	0.00	0.00	0.00	0%	0.00	0%	0%	0.00	0%	0	0.00	0%	0	0
Jan 2013	2	4110.72	1370.24	0.00	0%	384.96	7%	9%	84.66	22%	2	4593.12	112%	0	0
Dec 2012	0	0.00	0.00	0.00	0%	0.00	0%	0%	0.00	0%	0	0.00	0%	0	0
Nov 2012	0	0.00	0.00	0.00	0%	0.00	0%	0%	0.00	0%	0	0.00	0%	0	0
Oct 2012	0	0.00	0.00	0.00	0%	0.00	0%	0%	0.00	0%	0	0.00	0%	0	0
Sep 2012	1	1152.12	1152.12	0.00	0%	0.00	0%	0%	0.00	0%	1	1571.08	136%	0	0
Aug 2012	1	594.58	594.58	0.00	0%	0.00	0%	0%	0.00	0%	1	798.37	134%	0	0
Jul 2012	0	0.00	0.00	0.00	0%	0.00	0%	0%	0.00	0%	0	0.00	0%	0	0
Jun 2012	3	3043.09	1034.36	0.00	0%	3988.61	102%	131%	877.45	22%	3	0.00	0%	3	0
May 2012	0	0.00	0.00	0.00	0%	0.00	0%	0%	0.00	0%	0	0.00	0%	0	0
Apr 2012	0	0.00	0.00	0.00	0%	0.00	0%	0%	0.00	0%	0	0.00	0%	0	0
Mar 2012	2	3134.61	1567.31	0.00	0%	2511.20	62%	80%	552.45	22%	2	1722.95	55%	1	0
Feb 2012	1	2149.91	2149.91	0.00	0%	1516.37	103%	132%	333.55	22%	1	0.00	0%	1	0
Total	19	28074.16	1387.67	50.00	0%	13696.47	39%	51%	3013.06	22%	11	13817.57	51%	9	271



2000 YORK ROAD
 OAK BROOK, ILLINOIS 60523
 1-800-446-4377

COLLECTION SUMMARY REPORT

SAMPLE UNIVERSITY
 123 CAMPUS ST
 COLLEGE TOWN, USA

DATE: XX/XX/XXXX
 CLIENT #: ABCPK1

ATTN: <<NAME>>

----- NEW BUSINESS -----				----- COLLECTIONS -----						
PERIOD	\$	#	AVE	\$	#	AVE	PAY	COMM	SIF	
Apr 2014	0.00	0	0.00	50.00	2	25.00	0	11.00	0	
Mar 2014	0.00	0	0.00	2310.43	6	385.07	1	508.28	0	
Feb 2014	690.54	1	690.54	50.00	2	25.00	0	11.00	0	
Jan 2014	0.00	0	0.00	3684.92	7	383.56	1	590.67	0	
Dec 2013	230.02	1	210.02	50.00	2	25.00	0	11.00	0	
Nov 2013	0.00	0	0.00	50.00	2	25.00	0	11.00	0	
Oct 2013	0.00	0	0.00	100.00	2	50.00	0	22.00	0	
Sep 2013	0.00	0	0.00	0.00	0	0.00	0	0.00	0	
Aug 2013	3957.72	2	1978.86	0.00	0	0.00	0	0.00	0	
Jul 2013	0.00	0	0.00	0.00	0	0.00	0	0.00	0	
Jun 2013	3508.25	2	1754.12	0.00	0	0.00	0	0.00	0	
May 2013	0.00	0	0.00	128.32	3	42.77	0	28.27	0	
Previous	18707.63	13	1439.05	8272.82	32	258.53	5	1819.89	0	
	27094.16	19	1424.96	13696.47	58	236.15	7	3013.06	0	



2000 YORK ROAD
 OAK BROOK, ILLINOIS 60523
 1-800-446-4377

DETAIL ANALYSIS REPORT

SAMPLE UNIVERSITY
 123 CAMPUS ST
 COLLEGE TOWN, USA

DATE: XX/XX/XXXX
 CLIENT #: ABCPK1

ATTN: <<NAME>>

PERIOD	NEW BUSINESS			COLLECTIONS				RETURNED				
	\$	#	AVE	\$	#	AVE	PIP	COMM	\$	#	AVE	LIQ %
Apr 2014	0.00	0	0.00	0.00	0	0.00	0	0.00	0.00	0	0.00	0.00%
Mar 2014	0.00	0	0.00	0.00	0	0.00	0	0.00	0.00	0	0.00	0.00%
Feb 2014	690.54	1	690.54	0.00	0	0.00	0	0.00	0.00	0	0.00	0.00%
Jan 2014	0.00	0	0.00	0.00	0	0.00	0	0.00	0.00	0	0.00	0.00%
Dec 2013	210.02	1	210.02	0.00	0	0.00	0	0.00	0.00	0	0.00	0.00%
Nov 2013	0.00	0	0.00	0.00	0	0.00	0	0.00	0.00	0	0.00	0.00%
Oct 2013	0.00	0	0.00	0.00	0	0.00	0	0.00	0.00	0	0.00	0.00%
Sep 2013	0.00	0	0.00	0.00	0	0.00	0	0.00	0.00	0	0.00	0.00%
Aug 2013	3957.72	2	1978.86	400.00	7	57.34	0	88.00	0.00	0	0.00	10.11%
Jul 2013	0.00	0	0.00	0.00	0	0.00	0	0.00	0.00	0	0.00	0.00%
Jun 2013	3508.25	2	1754.12	2634.92	4	658.23	1	579.67	0.00	0	0.00	75.11%
May 2013	0.00	0	0.00	0.00	0	0.00	0	0.00	0.00	0	0.00	0.00%
Previous	18707.63	13	1439.05	10661.55	28	380.77	6	2345.39	13816.56	11	1256.05	56.99%
	27074.16	19	1424.96	13696.47	39	351.19	7	3103.06	13816.56	11	1256.05	50.59%



2000 YORK ROAD
 OAK BROOK, ILLINOIS 60523
 1-800-446-4377

DATA INTEGRITY ANALYSIS REPORT

SAMPLE UNIVERSITY
 123 CAMPUS ST
 COLLEGE TOWN, USA
ATTN: <<NAME>>

DATE: XX/XX/XXXX
 CLIENT #: ABCPK1

Category	-----TURNOVER-----		-----COLLECTED-----		-----LIQUIDITY-----		-----TURNOVER-----		-----COLLECT-----	
	Number	Amount	Number	Amount	#	\$	#	\$	#	\$
Status Code										
13 ACTIVE ACCOUNT	4	4401.81	1	100.00	25.0%	2.3%	23.1%	16.3%	10.0%	0.7%
20 PMT ARRANGEMENT	2	2765.89	2	684.96	100.0%	24.8%	10.5%	10.2%	20.0%	5.0%
98 PENDING CLOSURE	1	3832.60	0	0.00	0.0%	0.0%	5.3%	14.2%	0.0%	0.0%
99 CANCELLED	12	16073.86	7	12911.53	58.3%	80.3%	63.2%	59.4%	70.0%	94.3%
	=====	=====	=====	=====	=====	=====				
TOTAL	19	27074.16	10	13696.47	52.6%	50.6%				
Activity Code										
99 INACTIVE ACCOUNT	5	6398.77	0	0.00	0.0%	0.0%	26.3%	23.6%	0.0%	0.0%
AC ACTIVE	5	8234.41	1	100.00	20.0%	1.2%	26.3%	30.4%	10.7%	0.7%
EP ELECTRONIC PAYMENT	1	2065.22	1	300.00	100.0%	14.5%	5.3%	2.6%	10.0%	2.2%
NR NSF RECEIVED	1	700.67	1	384.96	100.0%	54.9%	5.3%	2.6%	10.0%	2.8%
PF PAID IN FULL	7	9675.09	7	12911.51	100.0%	133.5%	36.8%	35.7%	70.0%	94.3%
	=====	=====	=====	=====	=====	=====				
TOTAL	19	27074.16	10	13696.47	52.6%	50.6%				
Behavior Score										
NO SCORE	19	27074.16	10	13696.47	52.6%	50.6%	100.0%	100.0%	100.0%	100.0%
0 to 99	0	0.00	0	0.00	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
100 to 199	0	0.00	0	0.00	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
200 to 299	0	0.00	0	0.00	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
300 to 399	0	0.00	0	0.00	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
400 to 499	0	0.00	0	0.00	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
500 to 599	0	0.00	0	0.00	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
600 to 699	0	0.00	0	0.00	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
700 to 799	0	0.00	0	0.00	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
800 to 899	0	0.00	0	0.00	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Over 900	0	0.00	0	0.00	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
	=====	=====	=====	=====	=====	=====				
TOTAL	19	27074.16	10	13696.47	52.6%	50.6%				



2000 YORK ROAD
 OAK BROOK, ILLINOIS 60523
 1-800-446-4377

SPINDOWN REPORT

SAMPLE UNIVERSITY
 123 CAMPUS ST
 COLLEGE TOWN, USA
 ATTN: <<NAME>>

DATE: XX/XX/XXXX
 CLIENT #: ABCPK1

NET \$ RECOVERED / % OF TOTAL RECOVERY

MONTH PLACED	ACCT PLACE	AMT PLACE	DAYS 30	DAYS 60	NET \$ RECOVERED / % OF TOTAL RECOVERY										TOTALS/ LIQ	
					DAYS 90	DAYS 120	DAYS 150	DAYS 180	DAYS 210	DAYS 240	DAYS 270	DAYS 300	DAYS 330	DAYS 360		
5/13	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6/13	2	3508.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7/13	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8/13	2	3957.72	0.00	0.00	150.00	50.00	50.00	50.00	50.00	50.00	50.00	0.00	0.00	0.00	0.00	0.00
			0.00	0.00	27.5%	12.5%	12.5%	12.5%	12.5%	12.5%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
9/13	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10/13	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11/13	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12/13	1	210.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1/14	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2/14	1	690.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3/14	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4/14	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5/14	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL	6	8366.53	0.00	0.00	150.00	50.00	50.00	50.00	50.00	2634.92	50.00	0.00	0.00	0.00	0.00	3034.92
			0.0%	0.0%	4.9%	1.6%	1.6%	1.6%	1.6%	88.5%	1.6%	0.0%	0.0%	0.0%	0.0%	36.8%



Virginia Commonwealth
University
RFP #6253333SW

Exhibit VI -
Sample Custom Report

ERS
SAMPLE CUSTOM
Monthly Inventory Rollforward
CLIENT XYZ

Month Ended March 31, 2015

LDS-Medical	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
LDS-Dental	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Primary Care	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Loans	259,608.96	0.00	685.99	0.00	35,097.74	0.00	8,148.74	217,048.47	
Promissory Note	281,452.84	8612.98	0.00	0.00	57,248.71	0.00	437.35	232,379.76	0.00%
No Note	184,530.47	443.68	0.00	0.00	\$ 29,553.75	0.00	802.65	154,617.75	0.00%
Total Tuition	465,983.31	9,056.66	0.00	0.00	86,802.46	0.00	1,240.00	386,997.51	
Total Loans & Tuition	725,592.27	9,056.66	685.99	0.00	121,900.20	0.00	9,388.74	604,045.98	
Special Tuition									
Perkins Project	8,214.65	0.00	0.00	0.00	0.00	0.00	1,191.43	7,023.22	0.00%
Special Tuition – No Note	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Special Tuition	8,214.65	0.00	0.00	0.00	0.00	0.00	1,191.43	7,023.22	
Cohort Loans									
1st Placements	110,154.61	7,426.86	458.98	0.00	0.00	0.00	392.78	117,647.67	0.00%
- enter # of accts resolved in column F							0		\$25 ea
2nd Placements	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
- enter # of accts resolved in column F							0		\$25 ea
Total Cohort	110,154.61	7,426.86	458.98	0.00	0.00	0.00	392.78	117,647.67	
- total # Cohorts resolved							0		
GRAND TOTAL	2,026,035.49	36,230.62	1,823.88	0.00	310,199.23	0.00	29,097.97	1,724,792.79	