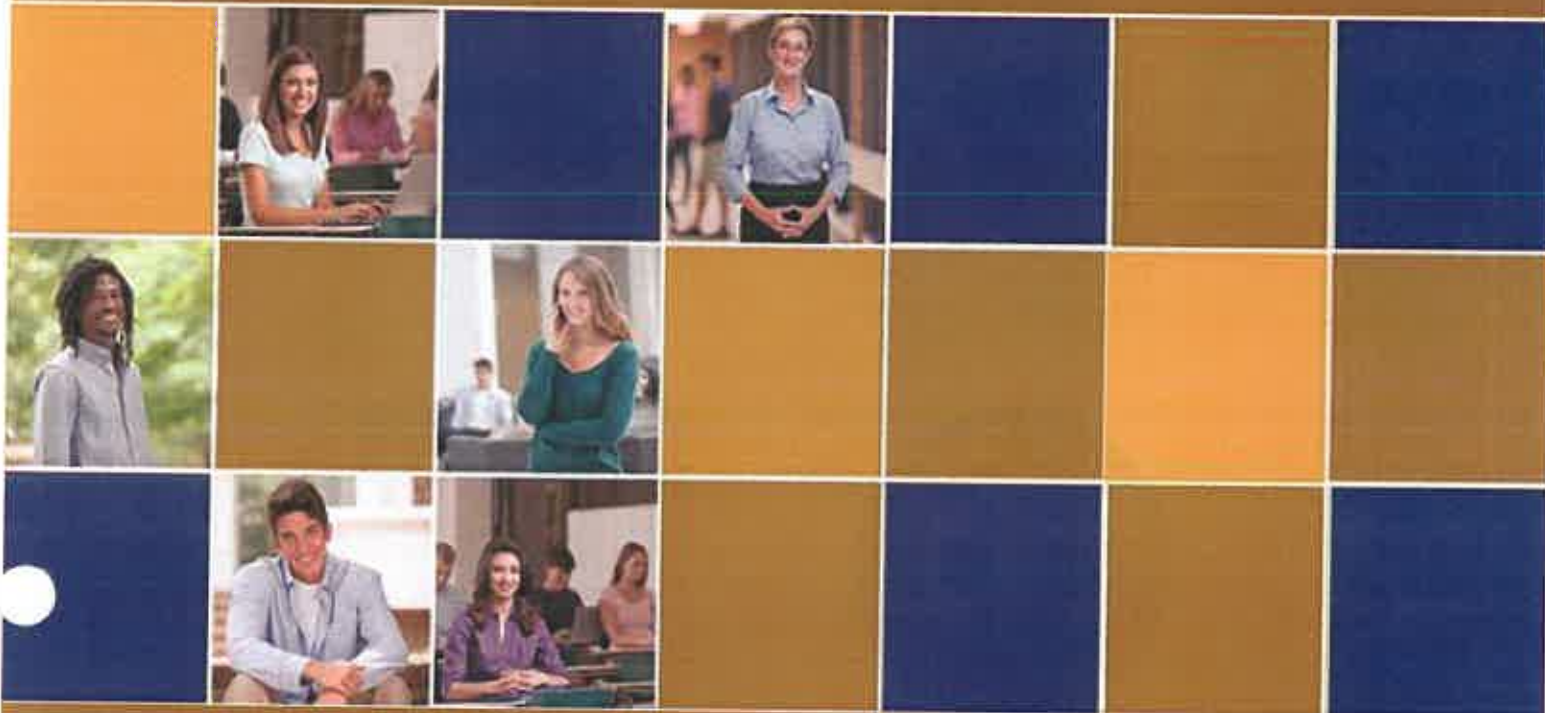


Proposal for:

West Virginia Purchasing Division

RFP for Collection Agency Services

CRFQ 0212 SWC1900000006



Due: November 15, 2018 by 1:30 p.m. ET

Original

Submitted by:

RECEIVED

2018 NOV 15 AM 10:16

WV PURCHASING
DIVISION



4660 Duke Drive, Suite 300, Mason, Ohio 45040
(513) 469-1472 • GeneralRevenue.com

Notable GRC awards and relationships:



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November 13, 2018

Mark Atkins, Senior Buyer
Department of Administration
Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

Dear Mr. Atkins and Members of the Evaluation Committee:

We at General Revenue Corporation (GRC) are pleased to submit this proposal in response to the **State of West Virginia Purchasing Division Request for Quotation (RFQ) CRFQ 0212 SWC1900000006**. On behalf of the State and its agencies, GRC will leverage our 37-year history of executing on some of the most competitive and highest profile college and university contracts to produce the highest recovery rates at the best value.

GRC is the nation's preeminent student loan and accounts receivable collection agency that possesses the differentiated expertise, experience, and capacity to successfully execute on this critically important engagement on behalf of the State and its agencies. **GRC is proud to have achieved industry leading scale with 194,000 higher education accounts valued at more than \$1.5 billion referred for collections under management. Over 750 higher education clients entrust GRC with their business. We hope the State elects to do the same.**

GRC's corporate governance, data security regime, and compliance framework will mitigate regulatory and reputational risks for State agencies. We serve a diverse range of higher education clients and recognize that each client engagement is unique. We work diligently to meet and exceed the goals of our clients and will do the same on behalf of the State's agencies. GRC also understands that debtors assigned for collections are former students who may return to complete their coursework and/or refer friends and family members to the State universities in the future. Therefore, we treat each debtor with the utmost dignity, respect, and compassion as we identify the best route to delinquency resolution for each delinquent account.

State agencies will enjoy a concierge-style client service experience with a dedicated liaison who has an expert level understanding of the contract and will serve as a single point of contact during the duration of the engagement.

In closing, we thank the State for the opportunity to participate in this procurement. We are excited at the prospect of working on behalf of the State's agencies and look forward to a long, successful, and mutually beneficial partnership. I am authorized to execute this contract on behalf of the organization. Please contact me should you or your colleagues have any questions or require additional information regarding our proposed solution.

Sincerely,

A handwritten signature in black ink, appearing to read "Zenon Butts", is written over a light blue horizontal line.

Zenon Butts
Vice President, General Revenue Corporation
(513) 605-7412
Zenon.Butts@GeneralRevenue.com

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Required Forms

General Revenue Corporation (GRC) provides the following completed forms:

1. CRFQ Signature Page
2. Instruction to Bidders Document
3. Exhibit C – Pricing Page
4. Ethics Disclosure
5. Purchasing Affidavit
6. Addendum Acknowledgement Form
7. Addendum 1



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 33 -- Service - Misc

Proc Folder: 510637

Doc Description: Statewide Contract for Debt Collection Services - (DEBT19)

Proc Type: Statewide MA (Open End)

Date Issued	Solicitation Closes	Solicitation No	Version
2018-10-31	2018-11-15 13:30:00	CRFQ 0212 SWC1900000006	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

General Revenue Corporation
 4660 Duke Drive, Suite 300
 Mason, OH 45040
 (513) 605-7412

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins
 (304) 558-2307
 mark.a.atkins@wv.gov

Signature X

Zenon Butts

FEIN # 31-1022969

DATE 11/12/18

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

The West Virginia Purchasing Division is requesting bids for a statewide, open-end Contract for Debt Collection Services for all West Virginia State Agencies and political subdivisions, per attached documents.

Online responses to this solicitation are prohibited. Please see the Instructions to Bidders for additional information.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Debt collection services - Colleges and Universities				

Comm Code	Manufacturer	Specification	Model #
84101704			

Extended Description :

Type of Account - Per Debt % of Amount Collected -

Note: Vendor shall use Exhibit_C Pricing Page for bid pricing. Online bid submission if prohibited. Vendor shall enter pricing into the Exhibit_C Pricing Page and must attach with bid.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Debt collection services - Worker's Compensation				

Comm Code	Manufacturer	Specification	Model #
84101704			

Extended Description :

Type of Account - Default Account% of Amount Collected -

Note: Vendor shall use Exhibit_C Pricing Page for bid pricing. Online bid submission if prohibited. Vendor shall enter pricing into the Exhibit_C Pricing Page and must attach with bid.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Debt collection services - WV Department of Tax and Revenue				

Comm Code	Manufacturer	Specification	Model #
84101704			

Extended Description :

Type of Account - New Accounts % of Amount Collected -

Note: Vendor shall use Exhibit_C Pricing Page for bid pricing. Online bid submission if prohibited. Vendor shall enter pricing into the Exhibit_C Pricing Page and must attach with bid.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Debt collection services - WV Department of Tax and Revenue				

Comm Code	Manufacturer	Specification	Model #
84101704			

Extended Description :

Type of Account - Levy Account % of Amount Collected -

Note: Vendor shall use Exhibit_C Pricing Page for bid pricing. Online bid submission if prohibited. Vendor shall enter pricing into the Exhibit_C Pricing Page and must attach with bid.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Debt collection services - Div. of Environmental Protection				

Comm Code	Manufacturer	Specification	Model #
84101704			

Extended Description :

Type of Account - Per Debt% of Amount Collected -

Note: Vendor shall use Exhibit_C Pricing Page for bid pricing. Online bid submission if prohibited. Vendor shall enter pricing into the Exhibit_C Pricing Page and must attach with bid.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Debt collection services - Other Spending Units				

Comm Code	Manufacturer	Specification	Model #
84101704			

Extended Description :

of Account - Per Debt % of Amount Collected -

Note: Vendor shall use Exhibit_C Pricing Page for bid pricing. Online bid submission if prohibited. Vendor shall enter pricing into the Exhibit_C Pricing Page and must attach with bid.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Debt collection services - Rate of Second Placement				

Comm Code	Manufacturer	Specification	Model #
84101704			

Extended Description :

Type of Account - Per Debt% of Amount Collected -

Note: Vendor shall use Exhibit_C Pricing Page for bid pricing. Online bid submission if prohibited. Vendor shall enter pricing into the Exhibit_C Pricing Page and must attach with bid.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Debt collection services - Rate of Second Placement-Colleges				

Comm Code	Manufacturer	Specification	Model #
84101704			

Extended Description :

Type of Account - Colleges % of Amount Collected -

Note: Vendor shall use Exhibit_C Pricing Page for bid pricing. Online bid submission if prohibited. Vendor shall enter pricing into the Exhibit_C Pricing Page and must attach with bid.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions Due by 4:00pm EST	2018-11-05

SWC1900000006	Document Phase Final	Document Description Statewide Contract for Debt Collection Services - (DEBT19)	Page 6 of 6
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: November 05, 2018 due by 4:00pm EST

Submit Questions to: Mark Atkins, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Mark.A.Atkins@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: DEBT19
BUYER: Mark Atkins, File #42
SOLICITATION NO.: CRFQ 0212 SWC1900000006
BID OPENING DATE: 11/15/2018
BID OPENING TIME: 1:30pm EST
FAX NUMBER: 304-558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- Technical
 Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: November 15, 2018 at 1:30pm EST

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:
<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at:
<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: **Initial Contract Term:** This Contract becomes effective on upon award and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: _____ per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: \$1,000,000.00 per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

14. PAYMENT IN ARREARS: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 06/08/2018

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

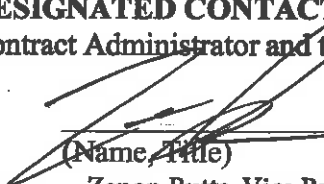
The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

“substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.


Vice President

(Name, Title)
Zenon Butts, Vice President

(Printed Name and Title)
4660 Duke Drive, Suite 300, Mason, OH 45040

(Address)
(513) 605-7412 / (513) 605-7307

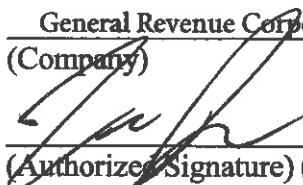
(Phone Number) / (Fax Number)
Zenon.Butts@generalrevenue.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

General Revenue Corporation

(Company)


Zenon Butts, Vice President

(Authorized Signature) (Representative Name, Title)

Zenon Butts, Vice President

(Printed Name and Title of Authorized Representative)

11/12/18

(Date)

(513) 605-7412 / (513) 605-7307

(Phone Number) (Fax Number)

Vendor must complete this schedule, for items being bid. The fee structure submitted to the State of West Virginia is as follows:

Agency	Type of Account	% of Amount Collected*
1. Colleges and Universities	Per Debt	17.00%
2. Worker's Compensation	Default Account	N/A
3. WV Department of Tax and Revenue	New Accounts	N/A
4. WV Department of Tax and Revenue	Levy Account - Where our employee is instrumental in the preparation of the levies.	N/A
5. Division of Environmental Protection	Per Debt	N/A
6. Other Spending Units	Per Debt	N/A
7. Rate of Second Placement	Per Debt	N/A
8. Rate of Second Placement	Colleges	20.00%

* Rates bid shall be all inclusive and shall include all expenses to be incurred in connection with the services performed. (see Specifications 5.2)

Bidder Contact Info

Vendor: General Revenue Corporation

Bidder Name (Print): General Revenue Corporation

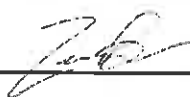
Contact Name (Print): Zenon Butts

Phone: (513) 605-7412

(513) 605-7307

E-mail: Zenon.Butts@generalrevenue.com

Bidder Signatue:



West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or "Interested parties" means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: General Revenue Corporation Address: 4660 Duke Drive, Suite 300, Mason, OH 45040

Name of Authorized Agent: Zenon Butts Address: 4660 Duke Drive, Suite 300, Mason, OH 45040

Contract Number: CRFQ 0212 SWC1900000006 Contract Description: Debt Collection

Governmental agency awarding contract: West Virginia Purchasing Division

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

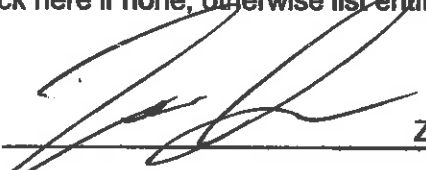
Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature:  Zenon Butts Date Signed: 11/12/18

Notary Verification

State of Ohio, County of Warren:

I, Zenon Butts, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 12th day of November, 2018.

 Notary Public's Seal

to be completed by State Agency:
Date Received by State Agency: _____
Date submitted to Ethics Commission: _____
Governmental agency submitting Disclosure: _____



JESSICA PETRIE
Notary Public, State of Ohio
My Commission Expires 09-18-2022
Revised June 8, 2018

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: General Revenue Corporation

Authorized Signature: [Signature] Date: November 12, 2018

State of Ohio

County of Warren, to-wit:

Taken, subscribed, and sworn to before me this 12th day of November, 2018.

My Commission expires September 18th, 2022.



HERE JESSICA PETRIE
Notary Public, State of Ohio
My Commission Expires 09-18-2022

NOTARY PUBLIC [Signature]
Purchasing Affidavit (Revised 01/19/2018)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0212 SWC190000006

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

General Revenue Corporation

Company

Zenon Butts

Authorized Signature

11/13/18

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 33 - Service - Misc

Proc Folder: 510637

Doc Description: ADDENDUM_1: Debt Collection Services - (DEBT19)

Proc Type: Statewide MA (Open End)

Date Issued	Solicitation Closes	Solicitation No	Version
2018-11-08	2018-11-15 13:30:00	CRFQ 0212 SWC1900000006	2

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

General Revenue Corporation
 4660 Duke Drive, Suite 300
 Mason, OH 45040
 (513) 605-7412

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins
 (304) 558-2307
 mark.a.atkins@wv.gov

Signature X  FEIN # 30-0002602 DATE 11/13/18

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

ADDENDUM 1: Is issued for the following:

1. To publish the Agency's response to the questions submitted by Vendors during the Technical Questioning period.

Other changes made.

The West Virginia Purchasing Division is requesting bids for a statewide, open-end Contract for Debt Collection Services for all West Virginia State Agencies and political subdivisions, per attached documents.

Note: Online responses to this solicitation are prohibited. Please see the Instructions to Bidders for additional information.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Debt collection services - Colleges and Universities				

Comm Code	Manufacturer	Specification	Model #
84101704			

Extended Description :

Type of Account - Per Debt % of Amount Collected -

Vendor shall use Exhibit_C Pricing Page for bid pricing. Online bid submission if prohibited. Vendor shall enter pricing into the Exhibit_C Pricing Page and must attach with bid.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Debt collection services - Worker's Compensation				

Comm Code	Manufacturer	Specification	Model #
84101704			

Extended Description :

Type of Account - Default Account% of Amount Collected -

Note: Vendor shall use Exhibit_C Pricing Page for bid pricing. Online bid submission if prohibited. Vendor shall enter pricing into the Exhibit_C Pricing Page and must attach with bid.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Debt collection services - WV Department of Tax and Revenue				

Comm Code	Manufacturer	Specification	Model #
84101704			

Extended Description :

Type of Account - New Accounts % of Amount Collected -

Note: Vendor shall use Exhibit_C Pricing Page for bid pricing. Online bid submission if prohibited. Vendor shall enter pricing into the Exhibit_C Pricing Page and must attach with bid.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Debt collection services - WV Department of Tax and Revenue				

Comm Code	Manufacturer	Specification	Model #
84101704			

Extended Description :

Type of Account - Levy Account % of Amount Collected -

Note: Vendor shall use Exhibit_C Pricing Page for bid pricing. Online bid submission if prohibited. Vendor shall enter pricing into the Exhibit_C Pricing Page and must attach with bid.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Debt collection services - Div. of Environmental Protection				

Comm Code	Manufacturer	Specification	Model #
84101704			

Extended Description :
 Type of Account - Per Debt% of Amount Collected -
 Note: Vendor shall use Exhibit_C Pricing Page for bid pricing. Online bid submission if prohibited. Vendor shall enter pricing into the Exhibit_C Pricing Page and must attach with bid.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Debt collection services - Other Spending Units				

Comm Code	Manufacturer	Specification	Model #
84101704			

Extended Description :
 Type of Account - Per Debt % of Amount Collected -
 Note: Vendor shall use Exhibit_C Pricing Page for bid pricing. Online bid submission if prohibited. Vendor shall enter pricing into the Exhibit_C Pricing Page and must attach with bid.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Debt collection services - Rate of Second Placement				

Comm Code	Manufacturer	Specification	Model #
84101704			

Extended Description :
 Type of Account - Per Debt% of Amount Collected -
 Note: Vendor shall use Exhibit_C Pricing Page for bid pricing. Online bid submission if prohibited. Vendor shall enter pricing into the Exhibit_C Pricing Page and must attach with bid.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Debt collection services - Rate of Second Placement-Colleges				

Comm Code	Manufacturer	Specification	Model #
84101704			

Extended Description :

Type of Account - Colleges % of Amount Collected -

Note: Vendor shall use Exhibit_C Pricing Page for bid pricing. Online bid submission if prohibited. Vendor shall enter pricing into the Exhibit_C Pricing Page and must attach with bid.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions Due by 4:00pm EST	2018-11-05

SWC1900000006	Document Phase Final	Document Description ADDENDUM_1: Debt Collection Services - (DEBT19)	Page 6 of 6
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Executive Summary

General Revenue Corporation (GRC) congratulates the West Virginia State Agencies on recognizing the value of engaging outside collection partners to return revenues to the State and help reduce the amount of outstanding receivables. GRC will help the State achieve these critical objectives.

GRC is the nation's preeminent higher education sector debt recovery firm with a 37-year history performing debt collections on behalf of more than 750 clients that includes public and private colleges and universities, community colleges, private sector institutions, publicly traded education companies, student loan guarantors, and a state attorney general with several school clients located in West Virginia and surrounding states. We are proud to have achieved industry leading scale with more than \$1.5 billion of charged off accounts under our custodial care.

Formed in 1981, by two University of Cincinnati Bursar Office employees who reimagined and then reinvented the student receivable collection market, GRC has specialized in higher education collections during our entire 37-year history with a demonstrated track record of producing extraordinary recovery results on some of the most competitive, high-profile contracts.

We will bring to bear our depth of experience, disciplined operational strategies, and analytical capabilities supported by a Federal-standard IT infrastructure, cyber security regime, and compliance framework to maximize returned revenue, accelerate recoveries, and manage risk at the best value for the State.

GRC is a full-service collection agency that is licensed and credentialed to perform debt collection in all states, cities, and municipalities in the United States including U.S. territories. We are highly proficient and experienced at recovering the debt types that the State Agencies will assign for collections as part of this procurement.

The State's Needs

It is imperative the State engages a collection partner that has mission aligned operations and philosophies that includes ethically collecting debt, treating each borrower with the utmost compassion, dignity, and respect, and adhering to collection laws, regulations, and contract terms. GRC has a rich history of producing the highest liquidation yields compared with our industry peers, preserving the critical relationship with former students (for reenrollment and future alumni giving), and managing compliance risks for our clients and will do the same for the State. GRC understands our customer care of former students reflects upon the State; therefore, we foster a positive relationship with each borrower and identify the best resolution for delinquent accounts. Our goal is to help the State achieve its continued growth and its development objectives.

GRC's Qualifications

GRC is uniquely qualified to be the State's outsourced debt recovery partner as we will bring to bear our industry leading debt collection solution to offer the best value to the State. GRC will meet and exceed the State's goals set forth in this procurement through disciplined operational execution with a technology enabled solution within a compliance framework that is described, in detail, throughout our proposal.

Level of Performance

GRC understands that the State seeks to increase recovery rates on delinquent borrower accounts. We will maximize recoveries to the State by employing our proven, full-service collection solutions for Federal Student Loans, Institutional Loans, Nursing Loans, Health Professional Loans, Institutional Loans, Tuition & Fees, residence life and dining services, and other miscellaneous accounts receivable on behalf of the State. Our collection strategy, corporate philosophy, and the proposed solution are summarized below and described throughout this proposal.

GRC's Full-Service Collections Approach

- **Specialized collection teams dedicated to the nuanced collection of each specific debt type**
 - Accounts Receivable team
 - Perkins Loan team
 - Perkins Loan Cohort team
- **State-of-the-art technology enabled collection solution**
 - Ontario Systems Flexible Automated Collection System (FACS®) is the GRC system of record that stores accurate records of accounts and collection activity updated in real time
 - We will digitally "map" data fields within FACS® to the State's placement file for streamlined account placements
 - Integrated Genesys® automated dialing system maximizes consumer contacts and ensures compliance
 - Secure website portal allows the State to review its account activity and portfolio performance in real time
 - The State will have online reports with customized reporting and forecasting capabilities
- **Proprietary skip tracing engine produces the maximum leads**
 - Updated borrower location information will be routinely uploaded to the FACS® platform and reported to the State
- **Culture of compliance**
 - Our compliance management system is a framework that includes routine audits of business operations, agent monitoring, and call recordings with federal-standard IT infrastructure and cyber security to mitigate risk for the State
 - Annual regulatory compliance recertification is required for each GRC employee for continued employment

➤ **Multiple options for account resolution**

- GRC agents are experts at identifying the most strategic account resolution for each borrower life and financial situation leveraging options like repayment installment agreements, loan consolidation, and rehabilitation
- New hire classroom and simulation training with refresher coursework for tenured collection staff promote quick account resolution and ethical collections (treating each borrower with the utmost respect, compassion, and dignity) as part of our award-winning training program¹

Upon award, the State will be assigned a dedicated GRC Client Services Representative (CSR) who will serve as the single point of contact liaison to manage the State relationship, respond to questions, and perform critical client relation functions. The State will enjoy a concierge style client service experience as the GRC dedicated CSR will:

- Work with the State to determine reporting, forecasting, and file sharing needs during implementation and Onboarding
- Quickly respond to questions and requests for information throughout the engagement
- Communicate critical information and performance results

Compliance with State and Federal Law, Regulations, and Contract Terms

GRC's relationship with our parent company, Navient Corporation (Nasdaq: NAVI), affords us the financial stability, compliance framework, and IT and data security infrastructure of a \$3.5 billion market cap financial services company – all of which will be brought to bear on behalf of the State. Our Compliance Management System (CMS) ensures compliance with federal, state, and local laws, regulations, and ordinances. The CMS is built on a Three Lines of Defense framework – an industry best-practice approach to quality and compliance.

The Three Lines of Defense establishes clear policies and procedures at each level within the organization to ensure that compliance controls are routinely updated and that regulatory changes are communicated to staff, included in training materials, and implemented at all levels of the organization.

As part of the CMS, the Quality Assurance (QA) team will proactively and routinely review the State's accounts to ensure compliance, quality, and adherence to contract terms. Over the last year, the QA team completed more than 6,600 reviews encompassing more than 75,000 accounts.

As part of this engagement, the State will leverage other powerful GRC resources including:

➤ **Financial strength and stability unparalleled in the collections industry**

- GRC, through the affiliation of our parent company, Navient Corporation, is the most well capitalized firm in the accounts receivable management industry

¹ Top 125, *Training* magazine for five (5) consecutive years (2014, 2015, 2016, 2017, and 2018).

- Navient is an S&P Company with \$300 billion under management and \$130 billion in assets on the company's balance sheet
- Our Financial Statements are provided as an attachment
- **Corporate Information Security Program (CISP)**
 - Meets the federal government's data security protocols
 - Including, but not limited to the Federal Information Security Management Act (FISMA), IRS Publication 1075/4812, Federal Financial Institutions Examination Council (FFIEC), and state-mandated frameworks
 - Navient's Project Management Office (PMO) has a formally documented Development Life Cycle which contemplates version controls and proof-of-change documentation
 - Our 22,000 square foot Production Data Center located in Fishers, IN is backed up by a 5,500 square foot Recovery Data center in Ashburn, VA – separated by 600 miles to ensure uninterrupted service during localized disasters
- **Proven skip tracing tools and techniques**
 - Proprietary skip-trace "waterfall" produces the most current demographic updates for borrowers by systematically interrogating a sequence of third-party databases and information resources

Summary

GRC delivers superior recovery performance at an excellent value. We operate with the highest ethical integrity supported by a compliance framework that includes established policies, procedures, and controls to ensure adherence to laws, regulations, and contract terms.

We will work with the State to meet all its requirements, including customized reporting, gross or net invoice statements, and increased account resolutions.

GRC looks forward to establishing a long-standing mutually beneficial partnership with the West Virginia State Agencies.

GRC's Director of Sales, Sue Jaquish, will be the trusted advisor and liaison to the State during the initial award period and throughout the contract period.

Thank you for your consideration.

1. Qualifications

Vendor shall have the following minimum qualifications:

1.1. The collection agency must be a full-service agency and have the ability to handle several classifications of accounts including but not limited to educational, medical, and any other account that may be assigned. This is a statewide contract and is available to State agencies, spending units, and political subdivisions.

GRC has specialized in higher education collections throughout our **37-year history**. Our experience is validated by a demonstrated track record of producing extraordinary results for our clients. As **one of the largest and most successful campus-focused collection agencies in the country**, we offer an experienced management team, best-in-class collection strategies, and analytical acumen that delivers superior performance on behalf of our clients.

Currently, we have over **234,634 accounts worth over \$594,920,481 in inventory**. We perform collection services for **more than 750 campus clients**, including institutions of higher education (both state-supported and private), student loan guarantors, and other student loan institutions. In **2017, our higher education clients placed over 194,000 accounts, valued at \$1.5 billion**.

We provide outstanding customer service to borrowers, which is exemplified by our **A rating with the Better Business Bureau** and our record of success with our clients. GRC is a full-service collection agency with the ability to operate throughout the United States. **We are licensed to collect in all states, cities, and territories that require a collection license**. For the fourth consecutive year, GRC has been recognized by *Training* magazine as a **Top 125 training company**.

GRC areas of expertise:

- Institutional loans and tuition receivables
- Miscellaneous accounts receivables and fees
- Federal Perkins Loan Program
- Perkins Cohort Management for colleges and universities
- Nursing Student Loan (NSL) and Health Profession Student Loans (HPSL)

GRC offers the following relevant services:

- Compliant, nationwide collection services
- Pre-collect Services
- Placement scrubs (e.g., death, military, bankruptcy, cell phone)



- **Dedication to higher education** 96% revenue generated from higher education clients
- **37 years experience** with higher education institutions
- **45,000 hours** dedicated to compliance training annually
- More than **194,000** higher education client placements
- **A Rating** with Better Business Bureau

- No convenience charges to borrowers for any payment type
- No NSF fees
- Skip tracing
- Account records within state-of-the-art technology platform
- Standard, online reports
- Custom/ad hoc reports
- Toll-free numbers for client and borrowers
- Dedicated Client Services Representative
- Easy access to and use of Client Access web portal
- Top 125 Award-winning collector training
- Web training for client
- Compliance Management System (CMS)
- Regulatory and industry updates through client newsletter (Thinking Collectively) and email
- Data Security Program
- Business Continuity/Disaster Recovery Program
- Path to Success website (Interactive educational learning modules for students)

Twenty-two (22) state spending units have indicated to the Purchasing Division that they anticipate the utilization of collection services. Other State Agencies may elect to use the collection services provided by the successful bidders.

The spending units indicating usage are --

- 1.1.1. Marshall University – Huntington, WV
- 1.1.2. West Virginia State University -- Institute, WV
- 1.1.3. Shepherd College – Shepherdstown, WV
- 1.1.4. West Liberty State College – West Liberty, WV
- 1.1.5. Bluefield State College – Bluefield, WV
- 1.1.6. Glenville State College – Glenville, WV
- 1.1.7. Concord College – Athens, WV
- 1.1.8. West Virginia Northern Community College – Wheeling, WV
- 1.1.9. West Virginia Graduate College – Institute, WV
- 1.1.10. Potomac State College – Keyser, WV
- 1.1.11. WV University Institute of Technology – Montgomery, WV
- 1.1.12. WV School of Osteopathic Medicine – Lewisburg, WV
- 1.1.13. West Virginia University – Morgantown, WV
- 1.1.14. Fairmont State College – Fairmont, WV
- 1.1.15. Southern West Virginia Community College – Logan, WV
- 1.1.16. West Virginia Division of Highways – Charleston, WV
- 1.1.17. West Virginia Department of Transportation – Charleston, WV
- 1.1.18. West Virginia Dept. of Health and Human Resources – Charleston, WV
- 1.1.19. West Virginia Dept. of Tax and Revenue – Charleston, WV

1.1.20. Barboursville Veterans Home – Barboursville, WV

1.1.21. WV Workers' Compensation – Charleston, WV

1.1.22. WV Division of Environmental Protection – Charleston, WV

GRC understands.

GRC will customize our proven collection methodology, described beginning on page 13, to the unique parameters of the delinquent student accounts placed with us by any of the State Agencies. Our work plan and inherent collection strategies have been used successfully throughout our tenure in the higher education collections industry. GRC supports many multi-campus state university systems nationwide.



As the State's collection partner, GRC offers a full-service solution designed to maximize recoveries while maintaining goodwill between the State Agencies and student borrowers.

1.2. Out-of-State Collection Agencies: Out-of-state collection agencies without an office in the State of West Virginia are restricted to contacting residents of this State for the collection of debts by letters and telephone calls. Prior to award the successful bidder is required to designate to the Tax Commissioner a resident agent (name, address and phone number) upon whom notices, orders or other communications may be served and upon whom process may be served. West Virginia Secretary of State may be designated as the resident agent for service process pursuant to West Virginia State Code §56-3-33 attached as Exhibit B.

GRC understands that as an out-of-state collection agency, we are restricted to contacting residents of West Virginia for the collection of debts by letters and telephone calls. Prior to award, GRC will designate to the Tax Commissioner a resident agent upon whom notices, orders, or other communications may be served and upon whom process may be served.

2. Mandatory Requirements

4.1 Mandatory Contract Services Requirements and Deliverables

Contract Services must meet or exceed the mandatory requirements listed below.

4.1.1 Vendor must attempt to collect debts on behalf of the State of West Virginia and/or its spending units

GRC is a full-service collection agency that is properly credentialed and licensed to perform debt collection in all states, cities, and municipalities in the United States including U.S. territories. Currently, GRC provides collection services to more than 70 universities and colleges where full-time equivalent enrollment is more than 20,000 students. GRC performs collection services for more than 750 higher education clients including public and private colleges and universities, community colleges, private sector institutions, publicly traded education companies, student loan guarantors, and state attorneys general.

Upon receipt of an account referred from the State or its spending units, we will promptly deploy our customized collection work plan (as outlined beginning on page 12) to recover these debts.

4.1.2 The Department of Administration reserves the right to request an examination or audit of any or all records relating to matters covered by this contract. All records must be kept a minimum of six (6) years by the vendor.

GRC understands and agrees that the Department of Administration reserves the right to request an examination or audit of any or all records relating to matters covered by this contract, and we will facilitate any such requests that we receive. GRC will retain records relating to this contract for a minimum of six years.

GRC delivers superior recovery performance at an excellent value. We operate with the highest ethical integrity supported by a compliance framework with established policies, procedures, and controls to ensure adherence to laws, regulations, and contract terms.

4.1.3 In accordance with national direct student loan guidelines, all fees charged against student loan accounts will apply only to the original principal and interest owed by the debtor, excluding any added collection costs.

GRC understands and will comply.

4.1.4 Placements (Both Primary Placement and Secondary Placement)

4.1.4.1 The vendor(s) must have the ability to handle several account classifications of accounts separately, in order to provide the spending unit with information on the collection performance for each class of accounts.

GRC can handle several account classifications of accounts separately with our system of record, Ontario Systems Flexible Automated Collection System (FACS®). The FACS® system allows our collectors to document collection efforts, maximize agent effectiveness, ensure compliance with all federal, state, and local laws and regulations in addition to State agency contract terms.

Processing Collection Accounts

FACS® efficiently processes collection accounts without requiring a significant investment of time for set-up or interface. FACS® uses the Caché database provided by InterSystems, which allows for high volume, high speed transactions while providing the necessary data protection for selected critical fields.

FACS® powerful features include the following:

- Integration with our letter vendor, which allows for fast, efficient production and mailing of collection letters. Letters sent by FACS® are recorded on the account automatically on the date they are sent.
- Collector interface for access to account information, prompt and accurate input of account information, and maximization of collection time.
- Calculation of principal, interest, and projected collection costs on a borrower's account in compliance with federal, state, and local laws and client requirements.

- Functionality to ensure collectors comply with all federal, state, and local laws, e.g., number of collection attempts.
- Calculators that help collectors determine appropriate, reasonable, and affordable payments for borrowers.
- Ability to create customized reports for the client and collection managers.

GRC's dedicated Client Services Representative will work with the Agency to build customized reports, if desired. Our customized reports are generally produced 24 to 72 hours after receipt of the request and delivered in PDF and Excel formats via SFTP on the GRC web portal.

FACS® Collection System

The FACS® platform's functionality is highlighted in **Figure 1** below.

Features	Benefits
Flexible infrastructure	GRC can easily program the system to comply with contractual requirements without added cost to the agency.
Integration with the Genesys® predictive dialer, imaging system, voice recording system, and data servicers (e.g., account scoring, skip-tracing, letter outsourcing)	Collectors manage one intuitive integrated system, increases efficiency and effectiveness.
Screen pops	When a GRC collector connects with a debtor, a pop-up message specific to that state's laws appears; the collector must read and acknowledge before proceeding to service the account. This ensures compliance and minimizes debtor complaints.
Modular system	A GRC collector can easily reference modules such as state laws, GRC collection letters, the National Change of Address (NCOA), BANKO (Bankruptcy), DeathMaster (deceased) databases, and more.
Ability to modify workflow parameters	GRC can segment data to optimize debtor contact and follow up.
User-friendly calculation system	A collector can negotiate a repayment agreement with a debtor that is within agency guidelines.
Ability to "tag" accounts	GRC can tag accounts to track payment agreements, disputes, Administrative Wage Garnishments, etc.
Import, export, and segmentation of data	GRC can create unique reports in real time.
Open architecture	This enables unlimited data mining and reporting.

Figure 1: FACS® Features and Benefits

For each debt, FACS® has the capability to store principal, interest, fees, collection cost, and other fields on the main display screen for a GRC collector's quick reference. In addition to these fields, we can create nearly infinite other fields that we can systematically update through file processing or manually update for on-demand client requests. These fields can be used to calculate total balance due, projected balance,

total projected interest, fees, and more as defined and specified by the State agency. For each account level (debt or debtor) we can send a letter, place a hold, limit or cease telephone calls, and document collection activity in general.

File Processing

During contract implementation GRC will complete the necessary programming to make FACS® data fields compatible with the agency's system to facilitate the electronic transfer of files. Prior to account placement by the agency, we will fully test the interface to ensure our send-and-receive files transmit to and from the agency's system. During implementation, we also create and test reports.

Correspondence and Other Documentation

Our integrated Encore image processing system scans, indexes, and links debtor correspondence and other pertinent documents to the appropriate account in FACS®. Each collector can view account documentation *even as it is being processed* while they are speaking with a debtor.

Accurate, Auditable Records

All documented activity on a debtor's account becomes part of the account's permanent record within the FACS® application and this documentation cannot be modified or deleted. Account records are available for Management reporting, as well as inspection and audit by the State agency's representatives, at any time.

The following activities are documented and time-stamped on accounts within FACS®:

- Automated telephonic collection attempts generated via the Genesys® dialer
- Manual telephonic collection attempts made by a GRC collector
- Collector notes (debtor conversations, etc.)
- Dunning notices and letter correspondence sent
- Debtor correspondence received
- Account-level information (principal, interest, and collection costs, et al)
- Demographic data such as addresses, telephone numbers, alternate phone numbers (with mobile phone permission designations for TCPA compliance)

Letters can be manually mailed to a debtor by a GRC collection agent or automatically through the FACS® system based on specific criteria (e.g., the need for a payment reminder notice).

Performance Reports

GRC will provide the State agency with collection performance information for each account class via monthly reports. The agency will receive monthly emails of standard reports, listed in Figure 2 on the following page, tracking GRC's collection activities and recovery performance on the agency's inventory. The agency can also access its reports through a secure login to the GRC Client Portal. GRC's Collection Support team will work with the agency should there be a need for customized reports.

Report Name	Format	Frequency	Retention Period
Acknowledgment Report (ACK)	PDF or Excel	As new business is entered	90 Days
Balance Report	PDF or Excel	Monthly	Balance Reports are available for a rolling 12-month cycle. As the 13th month's Report is deployed to the website, the oldest monthly Report is removed, thereby retaining 12 rolling months of invoice activity on the website.
Bankruptcy Report	PDF or Excel	Daily and Monthly	Bankruptcy Reports are available for a rolling 12-month cycle
Cohort Summary Report	PDF or Excel	Monthly	Cohort Summary Reports are available for a rolling 12-month cycle
Close and Return Report	PDF or Excel	Monthly	Close and Return Reports are available for a rolling 12-month cycle
Borrower Status Report (DSR)	PDF or Excel	Daily and Monthly	Daily DSR – 1 Day Monthly DSR – Rolling 12-month cycle Annual – 1 Year for June 30 Report
Demographic Report	PDF or Excel	Weekly	60 Days
Invoice Statement	PDF	Determined by Client	Invoices are available for a rolling 12-month cycle
Placement Analysis Report (PAR)	PDF or Excel	Monthly	1 Month

Figure 2: GRC's Standard Reports

4.1.4.2 By West Virginia State law, a spending unit must attempt to collect a claim for three (3) months before a claim can be placed with a collection agency.

GRC understands that the State or its spending units will have attempted to collect a claim for three months before referring that account to us.

4.1.4.3 Upon Placement of an account with a collection agency, the spending unit will forward a letter of transmittal to the collection agency in its designated area. These transmittals will contain the following –

4.1.4.3.1 Type of Account and description of service

4.1.4.3.2 Name of whom the claim is made against

4.1.4.3.3 Address, including zip code

4.1.4.3.4 Balance Due

4.1.4.3.5 Date of Service or age of account

4.1.4.3.6 Telephone number (Optional if available)

4.1.4.3.7 Previous collection reports received on individual accounts when available

4.1.4.3.8 Any other information deemed important by the spending unit.

GRC understands and agrees that the State or its spending units will forward a letter of transmittal to us along with its placed accounts and that the letter of transmittal will contain the information as outlined in items 4.1.4.3.1 through 4.1.4.3.8 of this RFQ.

4.1.4.4 The collection agency will have a minimum of 180 calendar days to attempt to collect debts. Upon expiration of 180 calendar days, the collection agency will transfer all uncollected debts back to the originating spending unit. Collection agencies are not required to transfer accounts back to the spending unit on which payments are still being received at the end of the 180 day period or that are in dispute or nearing settlement, however all accounts not paid in full at the end of two (2) years, inclusive of the 180 day period, will be referred back to the originating spending unit unless exempted by the Secretary of Administration. When returning a claim, the collection agency must submit a completed litigation referral form.

GRC understands and agrees that we will have a minimum of 180 calendar days to attempt to collect debts. Upon expiration of 180 calendar days, GRC will transfer all uncollected debts back to the originating spending unit. When returning a claim, GRC will submit a completed litigation referral form.

4.1.4.5 The vendor will implement collection procedures and attempt to achieve maximum recovery from debtors. These procedures will include:

4.1.4.5.1 Minimum of two (2) monthly telephone calls and one (1) monthly letter.

GRC's procedures will exceed your requested minimum of two (2) monthly telephone calls and minimum of one (1) monthly letter, as described below in our Work Plan.

4.1.4.5.2 Direct mailing efforts and skip tracing procedures when the address is identified as undeliverable by the post office.

GRC will mail collection notices to debtors. Should we receive returned mail from the U.S. Post Office, we will leverage our manual and automated skip tracing efforts to find new or updated demographic information for a debtor. New address "leads" (produced from skip tracing) will upload to FACS® and the system will send a new Initial Demand Letter to the debtor. In the following section, we provide a diagram and descriptions of our collection methodology.

Collection Work Plan Description

GRC is committed to performing effective, ethical, and timely collection activity on the State agencies' accounts designed to achieve maximum recovery rates and manage risk. Figure 3 on the following page outlines the component parts of our work plan. Our proven work plan has been continuously refined over our 37-year history working on diverse higher education collection arrangements.

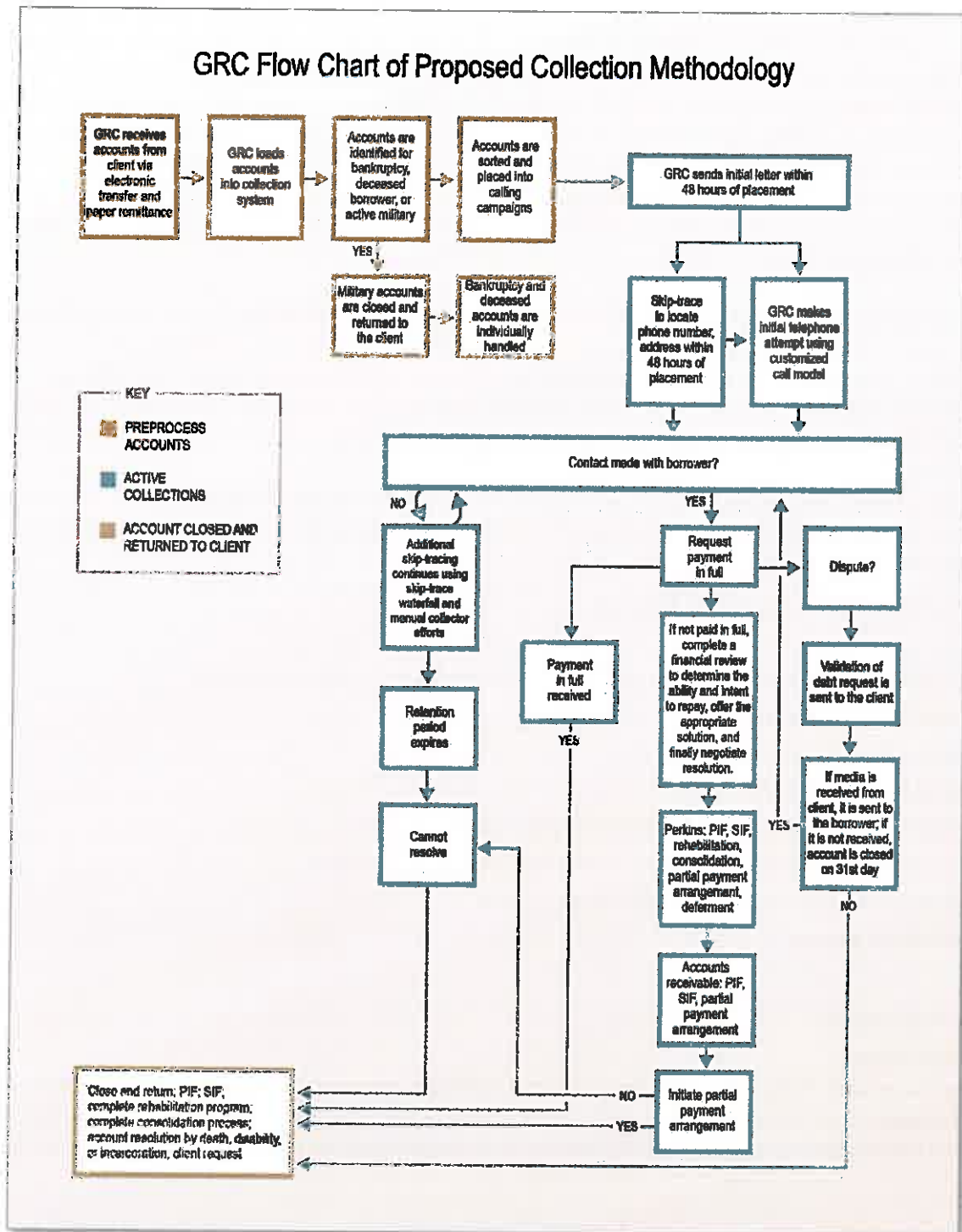


Figure 3: Flow Chart of GRC's Collection Methodology. The State's Agency accounts receive ongoing attention through dialer campaigns, collection letters, and manual collector telephone efforts.

Inventory Preparation

Upon reception of an account placement file from the State, we will upload the accounts to our FACS® collection system, segment the inventory leveraging predictive analytics, and cross-reference the data with vendor databases to obtain updated location information and identify borrowers who have filed bankruptcy, are deceased, incarcerated, or serving in active military duty. Accounts for borrowers who are serving in active military duty will be immediately closed and returned to the University to manage Servicemembers Civil Relief Act (SCRA) related risks. Accounts for borrowers who are deceased, incarcerated, or in a bankruptcy status will be assigned to GRC's Client Services and Account Management team for administrative resolution.

GRC will segment the State's Agency accounts leveraging our predictive analytics, inventory scoring engine, and distribution model to help our team determine the most effective collection strategies for the University's portfolio. Skip accounts are sent to various data vendors via electronic batch to locate new demographic information (e.g., telephone number and address leads) for borrowers. As leads are obtained, they are uploaded to our FACS® collection system and outreach commences or continues.

The State's Agency accounts are sorted and segmented based on various attributes such as balance, debt type, and propensity to pay and then assigned to calling campaigns and distributed to GRC's specialized collection units for collection purposes.

Collector Work Strategy/Daily Agenda

- Accounts to be contacted (with updated information from skip tracing efforts)
- Broken promise accounts
- Promise-to-pay accounts
- Out-to-borrow accounts
- Accounts with a valid place of employment contact information
- Accounts with high recovery scores with good telephone numbers
- Skip accounts with high (propensity to pay) scores
- Mail return accounts

Letter Techniques

Collection Letters

In compliance with section 1692g of the Fair Debt Collection Practices Act (FDCPA), GRC sends an Initial Demand Letter to all accounts with a valid address within 48 hours of placement. We send various other letters to borrowers throughout the collection cycle as needed. Our standard letter series is shown below.

Letter Name	Description	Timing
Initial Demand Letter	Informs the borrower that his or her account has been placed with GRC for collection and provides account balance, payment, and contact information. It also advises the borrower of his or her right to dispute, within 30 days, debts believed to be invalid and provides GRC's contact information for resolution.	Sent within two business days of account placement on each account with a valid mailing address.
Second Demand Letter	Notifies the borrower that GRC has not received a payment (or dispute on the debt) and explains GRC is authorized by the University to pursue all means at our disposal to collect the debt.	Sent 36 days after the account was placed with GRC.
Final Demand	Advises the borrower that failure to respond to GRC's requests may result in a thorough review of his or her available assets.	Sent 300 days after the account was placed with GRC.
Payment Confirmation	Confirms a borrower's verbal agreement to a one-time ACH payment	Sent same day as verbal agreement.
Payment Agreement Confirmation	Confirms borrower's verbal agreement to a payment agreement	Sent same day as verbal agreement.
Payment Reminder	Reminds borrower that a payment is scheduled to be withdrawn from his or her account	Sent 10 days before payment is to be withdrawn.

Figure 4: GRC's Standard Letter Series. As needed, GRC sends situation-specific letters to borrowers.

Contacting the Debtor by Phone

GRC uses the Genesys® automated dialer and contact management system to maximize debtor contact and capture operational efficiencies. Genesys® integrates with our FACS® system of record and helps us maximize phone efforts. For example, the "click to dial" feature allows a collector to click a macro to dial a telephone number, which dramatically increases the number of calls and contacts, prevents misdialing errors, and manages TCPA-related compliance risks.

The system also features an Interactive Voice Response (IVR) component, integrated digital messaging, remote agent monitoring, and real-time reporting. These features help promote the highest level of collector productivity.

We program the Genesys® system to prohibit calls to restricted time zones to mitigate FDCPA-related compliance risks (i.e., the system automatically blocks prohibited calling times in each zone). Principal, interest, and penalties (if applicable) are updated on the account in the system until the account is paid in full or closed and returned.

GRC collectors spend approximately four hours a day making outbound calls to accounts with valid (good) telephone numbers. We continually call "busy" numbers every 30 minutes. If no contact is made by day

five, accounts will be assigned to our proprietary skip trace “waterfall” to identify new or updated demographic information from third-party data vendors in a sequential cross-referencing model. We carefully coordinate the mailing of collection notices with our outbound telephone efforts to optimize contact rates.

We seek to establish a positive relationship with each debtor; this is especially important given that our customer is also an agency constituent and likely a voting citizen. Each GRC collector treats every borrower with the utmost respect, courtesy, and dignity, following our carefully crafted, compassion collection telephone “talk-off” script, outlined below.

Talk-Off

- Upon telephone contact, the collector alerts whomever answered the phone that the call may be monitored or recorded for quality assurance purposes.
 - A debtor who elects not to be recorded is transferred to a GRC Manager on an unrecorded telephone line.
- The collector properly identifies the debtor.
- The collector properly identifies him- or herself as a representative from GRC calling on behalf of the State agency.
- The collector requests a balance-in-full payment from the debtor.
- The collector pauses, anticipating the debtor’s response.
- If the debtor indicates he or she is unable to pay the balance-in-full, the GRC collector will obtain a “Financial Statement” to identify available resources that could be deployed to pay the balance in full, including:
 - Monthly bills and expenses (mortgage/rent, automobile, groceries, etc.)
 - Employment income
 - Available funds (checking/savings accounts)
 - Lines of credit (credit cards, 401k)
- If the Financial Statement indicates the possibility for payment-in-full, the debtor is encouraged to borrow that amount from a financial institution or another source.
- If the debtor refuses, the collector informs the debtor of the ramifications of ongoing delinquency.
- In the event the debtor requests additional time to secure a balance-in-full payment, a GRC collector may secure a good faith down payment.
- Installment payment plan options are only discussed once all the debtor’s resources have been identified and balance-in-full options have been exhausted.
- The GRC collector will negotiate a payment arrangement with the intent to resolve the delinquency in the shortest time frame.
- If the debtor is unable to pay the balance-in-full, the collector may offer the debtor an agency-approved monthly payment arrangement.
 - The GRC collector will provide the debtor with a comprehensive outlook on the repayment plan and inform the debtor that if he/she does not remain current, payment-in-full will be

demanded. A GRC Collection Manager performs a secondary confirmation talk-off and asks the debtor to repeat the terms of the repayment plan to ensure the debtor's understanding of the monthly payment arrangement.

Additional Contacts with the Debtor

Debtor Return Calls

GRC uses toll-free hotlines to facilitate contact between the State agency's debtors and our collectors. If the agency requires, GRC can configure separate toll-free numbers for sub-groups of debtors (e.g., personal accounts and business accounts). We include these toll-free numbers in correspondence with debtors.

Partial Payment Arrangement (PPA) Department

To maximize the effectiveness of payment agreements, GRC employs a Partial Payment Arrangement (PPA) strategic business unit. The group makes payment reminder calls, follows up on broken promises (to pay), and in certain cases seeks to increase the monthly payment amount. If the debtor becomes delinquent under the payment agreement, this team will generate telephone attempts to bring the account current within 48 business hours.

Ongoing Contact

Subsequent debtor contact attempts will occur within 30 days of the most recent telephone contact and continue until the account is satisfactorily resolved. A GRC collector may perform skip tracing efforts to identify or confirm the debtor's location.

Resolution Strategy

GRC strictly follows federal, state, and local laws, regulations, and client business rules. Our collection efforts are devoid of any threats, intimidation, harassment, or any unfair collection practices. Quality and compliance is supported by exception reports, collector promise sheets, and manager-defined review lists within FACS®.

Minimum Account Resolution Standards

GRC will use a "minimum account resolution standard" on every account placed by the State agency to ensure we have performed the necessary due diligence prior to an account being closed and returned. These steps include but are not limited to the following:

- Activated account on the system of record and worked immediately upon placement
- Performed first skip tracing attempt within 48 hours of placement (for account with invalid demographic information)
- Performed diligent outreach attempts to contact the debtor
- Sent collection notices coordinated with telephone efforts
- Engaged data vendors within GRC's proprietary skip trace "waterfall" if no contact was established by day seven after placement
- Serviced account post skip tracing

Once the GRC collector verifies and documents that (at least) minimum due diligence standards were performed, then the account can be returned to the agency. GRC will send all updated demographic information, account updates, and notes obtained during the engagement to the agency.

Close and Return

GRC's collection staff continually monitors the financial status of a debtor, educates the debtor on the advantages of account resolution, and exhausts all collection efforts prior to closing and returning an account. GRC understands that we may only return an account in accordance to criteria set forth by the agency including:

- Under the provisions of the contract
- When GRC determines the account is paid-in-full or is in a monthly payment plan
- Upon notice of the debtor's death, bankruptcy, receivership, assignment for benefit of creditors, disputes, active military status, or incarceration
- When the State's specified retention period ends without acceptable payment agreement
- Upon request by the agency in which case GRC will return the account to the agency within two business days of notification and will await further instructions regarding the account

GRC participates in a monthly inventory reconciliation process with the State agency to ensure the lowest possible variance between GRC's and the agency's records.

GRC's Culture of Compliance

GRC's sophisticated **Compliance Management System (CMS)** is comprised of stringent controls in place across our organization that ensures our ongoing compliance with federal, state, and local laws and regulations, including but not limited to the following.

Fair Debt Collections Practices Act (FDCPA) – GRC has an expert knowledge of and compliance with the FDCPA. From day one of our new hire training program, we stress the necessity of friendly and ethical treatment of debtors in compliance with federal, state, and client rules and regulations. Each collection agent receives eight hours of FDCPA training, including best customer service tactics, and must pass an FDCPA test prior to making a collection attempt. In addition, each GRC collection staff member must pass an annual FDCPA exam for continued employment with the company. An employee must recertify his or her FDCPA knowledge annually passing a test with an 80% passing grade administered on the FIS® Regulatory University (RegU) training platform. GRC ensures adherence to the FDCPA by randomly monitoring a collection agent's calls without the collector's knowledge to ensure the collector observes proper time zone calling, accurately documents the FACS® system of record, and treats borrowers with the utmost courtesy, compassion, and dignity.

Telephone Consumer Protection Act (TCPA) – To ensure compliance with the Telephone Consumer Protection Act (TCPA), GRC requires its collectors to obtain direct consent from the debtor prior to performing predictive auto-dialing or leaving a pre-recorded message on a cell phone. The collector follows a mandatory script when asking for consent (see script below) and updates the account in the collection system to reflect if consent was obtained or declined. GRC will also leverage Human Call Initiator

technology to manually initiate calls to mobile telephone numbers to manage TCPA-related risks for the County.

Cell Phone Consent Script:

"To help us contact you more efficiently, may GRC Credit Recovery contact you at this number using an auto dialer or pre-recorded messages?"

GRC Compliance completes periodic reviews to ensure that cell phones are not automatically dialed without the proper consent.

GRC will perform a daily "scrub" on the County's inventory to identify the type of telephone number (e.g., landline or mobile).

Consumer Financial Protection Bureau (CFPB) – GRC reviews examination manuals, reports, and orders the CFPB publishes and stays current on CFPB best practices. We continually adjust our policies, procedures, and training materials with testing and monitoring to promote consumer satisfaction.

Unfair, Deceptive, or Abusive Acts or Practices (UDAAP) – As part of Navient, GRC has a UDAAP framework. We have a formal UDAAP risk evaluation in process reviews and regulatory assessments. This evaluation assists with preventing potential UDAAP issues, addressing existing UDAAP risks, or weighing options for remediation – all established by our Enterprise Issues Management Policy. GRC will avoid unfair, deceptive, and abusive acts and practices in our collection efforts.

Electronic Funds Transfer Act (EFTA) – GRC has established policies and procedures to ensure compliance with the EFTA. GRC will avoid unfair, deceptive, and abusive acts and practices when processing recurring preauthorized electronic fund transfers (EFT), electronic fund transfers, and the collection of returned payment fees via EFT.

Fair Credit Reporting Act (FCRA) – GRC has implemented policies and procedures to comply with the various requirements of FCRA, including the data furnisher rule and Red Flag rules. Our policies and procedures incorporate both preventive and detective controls designed to ensure FCRA adherence.

Gramm-Leach-Bliley Privacy Act (GLBA) – GRC has established standard privacy policies and procedures to ensure compliance with the GLBA. GRC understands we have no legal right to sell, share, or reuse data received from the County. Non-public information concerning the County and its debtors will not be shared with any third party without the County's express permission.

Equal Credit Opportunity Act (ECOA) – GRC is firmly committed to compliance with both the letter and the spirit of fair lending laws, including ECOA and its implementing regulation, Regulation B. To reinforce GRC's policy of non-discrimination respecting all debtors, GRC employees receive fair lending training on an annual basis. Training includes an overview of ECOA (including prohibited bases), different types of discrimination, fair lending standards, and how to report fair lending concerns. Collections activities will not involve discrimination against debtors on a prohibited basis for the administration and treatment of delinquent accounts. GRC maintains operating procedures that collectors are required to follow to ensure there is consistency in payment resolution offerings. Loan and account modifications are completed

according to program and internal guidelines. Call Monitoring is performed to ensure debtors are treated fairly and consistently throughout the collection process.

GRC complies with the following federal laws and regulations:

- Bank Secrecy Act/USA Patriot Act
- CAN-SPAM Act and Telemarketing
- Electronic Funds Transfer Act (EFTA)
- Equal Credit Opportunity Act (Regulation B)
- ESIGN Act
- Fair and Accurate Credit Transactions Act of 2003 (FACTA) and the Red Flag Rule
- Fair Credit Reporting Act (FCRA)
- Fair Debt Collection Practices Act (FDCPA)
- Federal Claims Collection Standards (4 CFR Parts 101-105)
- Federal Communication Act, specifically Sections 203 and 223 as they address the use of the telephone in collection activities
- Federal Trade Commission Act (FTC Act), Guidelines Against Debt Collection Deception
- Gramm-Leach-Bliley Act (GLBA)
- Office of Foreign Assets Control (OFAC)
- Privacy of Consumer Financial Information (Regulation P)
- Servicemembers Civil Relief Act (SCRA)
- Taxpayer Bill of Rights
- Telephone Consumer Protection Act (TCPA)
- The Bankruptcy Code, as amended (11 U.S.C. 101 et seq.)
- The Privacy Act of 1974 (5 U.S.C. 552, et seq.)
- Truth in Lending Act (Regulation Z)
- Unfair and Deceptive Acts or Practices (Regulation AA)
- U.S. Postal Service regulations governing proper use of the mail in collection activities

The Three Lines of Defense

Our Compliance Management System (CMS) is built upon a **Three Lines of Defense framework** – an industry best-practice approach to quality and compliance. As summarized in **Figure 5** below, our Three Lines of Defense establishes clear policies and procedures at different levels within our organization to ensure that compliance controls are up to date and in place and that regulatory changes are communicated to staff, included in training materials, and implemented at all levels.

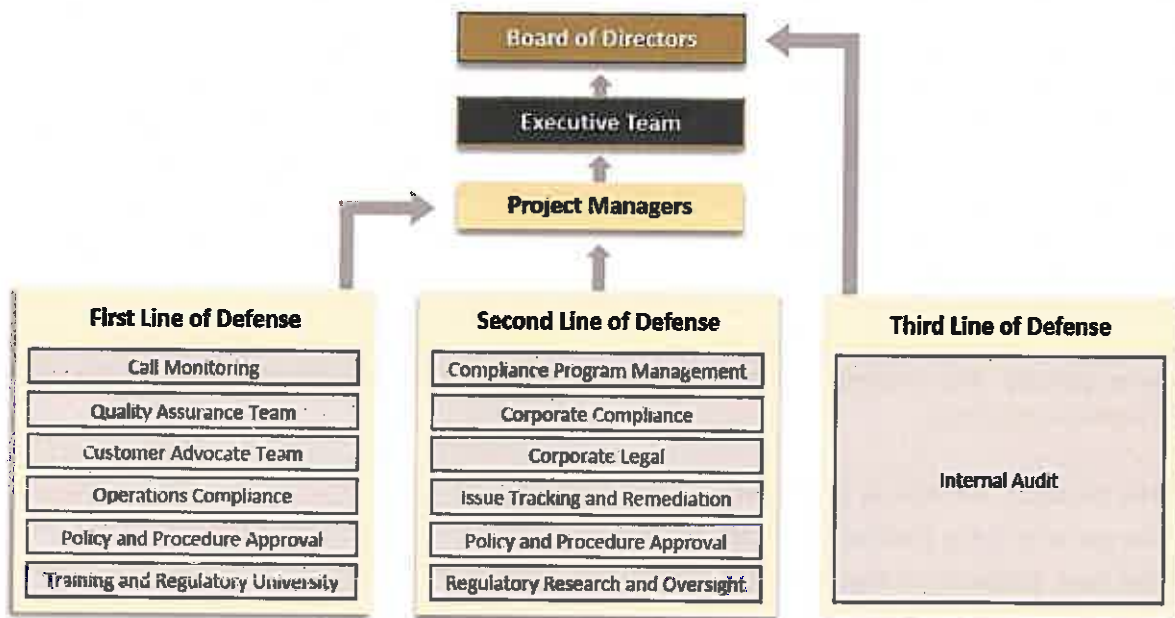


Figure 5: GRC's Three Lines of Defense

First Line of Defense

The First Line of Defense occurs "in the trenches," with GRC's Operations Management ensuring compliance, quality, and performance. The Training and Business Processing Solutions Compliance teams provide critical support to the CMS.

Operations Management

The first layer of accountability for compliance, quality, and planning rests with the Operations Management team, which includes Collection Directors, Collection Supervisors, Unit Collection Managers, and Senior Collection Managers. Operations Management ensures necessary resources and staff are available to ensure GRC's compliance with applicable laws, regulations, rulings, and contractual requirements. This includes assigning experienced staff to the County's contract when awarded and leading the interviewing and selection process when new employees are needed. All new hires must pass a pre-employment background investigation that includes credit and criminal screening, pre-employment testing to gauge work habits and confirm that all student loans, including student loans for which they are cosigners, are current.

Once hired, a new employee must complete our comprehensive award-winning training program², a with curriculum that covers the collection industry, company policies, and debt recovery best practices and tactics. GRC Operations Management is responsible for designing collections strategies (e.g., daily work agendas, account segmentation, dialing campaigns, and Incentive Compensation Plans) that results in recovery performance that meets or exceeds client expectations and requirements.

² GRC's training program has earned the "Top 125" award from *Training Magazine* for five consecutive years.

Training

In our new hire training and on a continuing basis through GRC's regulatory training, we stress the necessity of compliance with laws and regulations and interacting with debtors ethically, devoid of harassment, intimidation, false, or misleading representation. Our training program is multi-faceted and delivered via various channels. A benchmark of our training program is Annual Compliance Recertification, which GRC employees are required to pass for continued employment with the company.

Business Processing Solutions Compliance

The Business Processing Solutions Compliance department is responsible for ensuring that proper internal controls exist to adhere to federal and state laws, regulations, and ordinances. The department updates company policies and procedures in response to new regulations, client contracts, or market circumstances including:

- New products, services, or processes
- Changes to existing products, services, or processes
- New laws, guidance, or regulations
- Changes to existing laws, guidance, or regulations
- First Line of Defense critical process testing, audit, or regulatory examination findings

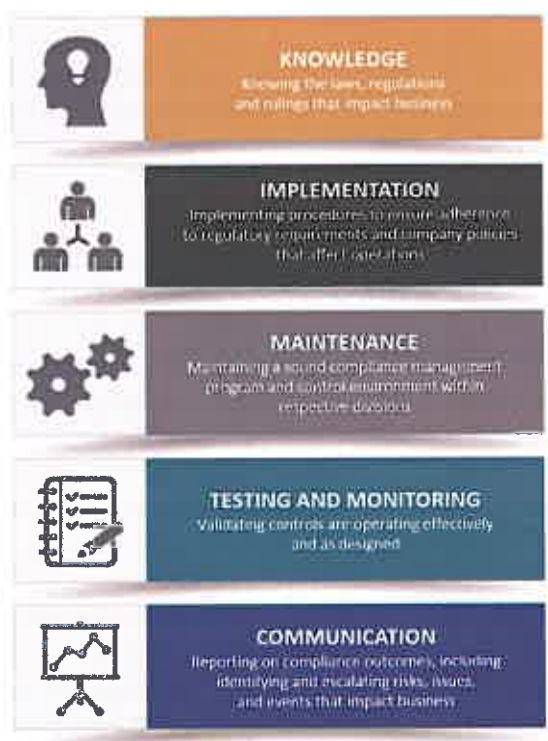


Figure 6: Business Processing Solutions Compliance Activities

To confirm the accuracy of GRC's guidance to its collectors regarding regulatory requirements, the Business Processing Solutions Compliance team and the Corporate Legal team review and approve all policies annually and procedures bi-annually, including scripts. This policy and procedure management process covers all materials to ensure complete adherence to regulatory requirements, including each time a training document is created or revised. Business Processing Solutions Compliance regularly distributes policy and procedure updates and other information to GRC employees via a Compliance Notification Resource Mailbox.

The department spearheads the robust Call Monitoring Program and provides monthly Call Monitoring and Risk Management reporting to GRC's Senior Management. Department personnel maintain certification designations to ensure quality assurance and compliance. Specifically, Compliance's Manager of Collections Compliance maintains the Credit & Collection Compliance Officer (CCCO) Designation. This advanced designation provided by ACA International helps provide GRC Management with the most updated laws and regulations that govern the debt collection industry supplemented with industry best practices.

Finally, Business Processing Solutions Compliance employs an independent Compliance Manager who is charged with reviewing critical processes to ensure compliance with all existing processes.

Quality Assurance Team

The Quality Assurance (QA) team performs proactive reviews of accounts to identify various contract and compliance criteria before a potential issue arises. QA reports any accounts or areas of opportunity for improvement to Operations Management, who then reviews the accounts and takes the appropriate action.

Client Relations and Audit Liaison Team

A dedicated liaison from Client Relations and Audit Liaison team coordinates communications and data exchange for operational, regulatory, state and client reviews, inspections and audits. This Team plays an integral role in obtaining and reviewing documentation submitted in conjunction with audits and reviews, as well as Management responses provided to client questionnaires and audit reports.

Second Line of Defense

Corporate Legal

The Corporate Legal department works with all Three Lines of Defense as a resource for information, review, and legal guidance concerning GRC and its subcontractors. Legal approves new or revised collection notices prior to them being submitted to the University for final approval.

Corporate Compliance

The Corporate Compliance Division is also part of the Second Line of Defense. The Second Line of Defense is responsible for:

- Ensuring the robustness of the Compliance Program. This includes responsibility for the risk assessment framework, policies and company-wide procedures, training program, testing, monitoring, and reporting framework.
- Evaluating the quality of compliance in lines of business and advising them on enhancements.
- Advising lines of business on managing risk and reward.
- Monitoring and consulting lines of business on emerging issues.
- Reviewing and analyzing management reports and data and reporting to senior management and the Board of Directors on compliance.

Corporate Compliance reviews each policy and procedure at least once a year and works with GRC to approve the content and provide consistency in policy and procedure format, maintenance, and historical tracking.

Third Line of Defense

The Internal Audit team is the Compliance Management System's Third Line of Defense and provides an independent, periodic assessment of compliance with borrower protection laws, regulations, and adherence to internal policies and procedures. The Internal Audit function has established a recurring quality assurance process to ensure compliance with the Institute of Internal Audit (IIA) standards. Further, upon evaluation by an independent third party for quality assurance with the IIA standards, the Internal Audit department received a "generally conforms" rating, the highest possible rating given. New processes are tested to ensure any potential gaps are identified and resolved prior to formal implementation. Periodic audits of new processes are conducted to identify controls and deficiencies, test the effectiveness of controls, and report testing results and knowledge gained to management to enhance best practices.

Corporate Compliance is responsible for the development and implementation of line of business and/or client-specific policies and procedures. Both Corporate Compliance and Internal Audit conduct periodic audits or testing to ensure adherence to client and regulatory policies.

4.1.5 Payments and Reporting

4.1.5.1 The collection agency will forward all payments collected during any month by the 15th day of the following month to the originating spending unit accompanied by the report specified below. The collection effort will continue until an account is paid in full, except as otherwise restricted, until the spending unit desires collection efforts to be terminated, or until the 180 period has lapsed.

4.1.5.2 The collection agency must send a completed report to the spending unit on or before the 15th of every month for the preceding month, whether or not any payments were received.

4.1.5.3 The following information must be included in each report by debtor in alphabetical order, by debtors' surname:

4.1.5.3.1 Debtor's name(s) and social security number(s) or other identification number(s) as agreed upon by the spending unit and collection agency.

4.1.5.3.2 Placement date of accounts

4.1.5.3.3 Beginning amount to collect, additional amount authorized for collection, amounts previously collected, amounts collected for current month, total collections to date, and balance owed.

4.1.5.3.4 Amount(s) forwarded to spending unit and balance due to spending unit.

4.1.5.3.5 Fees assessed, amount collected and balance due

4.1.5.3.6 Reason for returned or closed accounts (if applicable)

4.1.5.3.7 Remarks

4.1.5.3.8 Percent of dollar amounts collected to date

4.1.5.3.9 All collection agencies shall have the capacity to add accrued interest to applicable accounts on a monthly basis, this shall be included in the report

GRC will send a completed report to the spending unit on or before the 15th of every month for the preceding month, regardless of if a payment was received. We can publish reports at any frequency desired by the State.

4.1.6 Litigation

Accounts that have not been collected by the collection agencies may be referred to the Attorney General's Office for litigation. When returning a claim to the referring state spending unit, the collection agency must submit a completed litigation referral form which must contain all information requested.

GRC understands accounts that have not been collected by the collection agencies may be referred to the Attorney General's Office for litigation. When returning a claim to the referring State spending unit, GRC will submit a completed litigation referral form which will contain all information requested.

4.1.7 HIPPA

Any Collection Agency doing business with any State Agency that is bound by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) must sign the attached agreement and return prior to award of bid (see Exhibit D).

Should GRC do business with any State agency that is bound by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), we will sign the attached agreement and return it prior to the award of bid.

3. Contract Award

5.1 Contract Award

The Contract is intended to provide Agency with a purchase price for the Contract Services. If it is in the best interest of the State, the contract will be a progressive award. The Contract award may be limited to the four (4) lowest bidders meeting the specifications per line item. Award will be made for low bid percentage to high percentage and usage will be in the same manner, per line item. Under this scenario,

it will be possible for a Vendor to be awarded a Contract for only a portion of the line items they bid, if the lowest vendor awarded for a line item cannot provide the needs for the Facility at the requested time, the second lowest vendor awarded for the same line item will be contacted. Each vendor will be allowed 48 hours after notification for service to determine if they will be able to meet our needs. If they cannot meet the need, the vendor must notify the agency immediately in written form (letter or email) that they cannot supply the required service.

GRC understands. Should we be awarded, we will respond within 48 hours after notification with the information requested by the State.

5.2 Pricing Page

Vendor must complete the Exhibit C Pricing Page and submit with their bid. Online responses (electronic in wvOasis) is prohibited. The fees stated in the cost proposal must be wholly contingent on collection. Cost proposals must be bid in the form of percentage rates, as a percentage of collections. Price shall be a straight overall percentage. The quoted fees in the bid proposal shall be all inclusive and shall include all expenses to be incurred in connection with the services to be performed.

Vendor should complete the Exhibit C Pricing Page for each commodity line item they wish to provide. Vendor may bid any or all commodity line items to be considered for an award for that line item.

Vendor should type or electronically enter the information into the Exhibit C

Pricing Page to prevent errors in the evaluation and must submit with their bid.

GRC completed Exhibit C Pricing Page and submitted it with our bid.

4. Performance

Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

GRC and the State agency will agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule was already included herein by the agency. Since this Contract is designated as an open-end contract, GRC will perform in accordance with the release orders that may be issued against this Contract.

5. Payment

Upon payment to the spending unit of all sums collected on behalf of the spending unit by the collection agency, the collection agency will invoice the spending unit for the fee assessed. Compensation will be paid only if the debtor pays all or a portion of the account due. The collection agency is prohibited from retaining its fee from the amount collected on behalf of the State. Furthermore, fees assessed by the collection agency for collecting a claim shall never exceed the fee specified in the purchase order issued by the Purchasing Division of the Department of Administration, or the amount specified by law.

Agency shall pay for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. In the event

an account currently held by the vendor contacts a debtor and the debtor pays the agency directly (direct pay), the agency will notify the vendor of the direct pay payment and will pay the vendor the agreed upon fee for the account.

GRC understands and will comply with these requirements.

6. Travel

Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

GRC understands we are responsible for all mileage and travel costs, including travel time, associated with performance of this Contract.

7. Facilities Access

Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

7.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

GRC understands and will comply.

7.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

GRC understands and will comply.

7.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

GRC understands and will comply.

7.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

GRC understands and will comply.

7.5. Vendor shall inform all staff of Agency's security protocol and procedures.

GRC understands and will comply.

8. Vendor Default

8.1. The following shall be considered a vendor default under this Contract.

8.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

8.1.2. Failure to comply with other specifications and requirements contained herein.

8.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

8.1.4. Failure to remedy deficient performance upon request.

GRC understands and will comply with these requirements.

8.2. The following remedies shall be available to Agency upon default.

8.2.1. Immediate cancellation of the Contract.

8.2.2. Immediate cancellation of one or more release orders issued under this Contract.

8.2.3. Any other remedies available in law or equity.

GRC understands and will comply with these requirements.

9. Miscellaneous

9.1. Contract Manager

During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager:	Zenon Butts, Vice President
Telephone Number:	(513) 605-7412
Fax Number:	(513) 605-7307
Email Address:	Zenon.Butts@generalrevenue.com