



**State of West Virginia
Department of Administration
Purchasing Division**

NOTICE

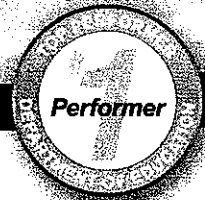
Due to the size of this bid, it was impractical to scan every page for online viewing. We have made an attempt to scan and publish all pertinent bid information. However, it is important to note that some pages were necessarily omitted.

If you would like to review the bid in its entirety, please contact the buyer. Thank you.

ORIGINAL



RESPONSE TO RFP



STATE OF WEST VIRGINIA
Request for Quotation
DEBT10

Continental Service Group, Inc.
d/b/a: ConServe

200 CrossKeys Office Park
Fairport, NY 14450
FEIN: 16-1265131
(800) 724-7500 (office)
(585) 421-1028 (fax)

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PURCHASING DIVISION
STATE OF WV

Contact: Michelle Hartmann
Regional Director of Business Development
200 CrossKeys Office Park
Fairport, NY 14450
(585) 402-2198
mhartmann@conserve-arm.com



ConServe is an ACA
Professional Practices
Management System
Certified Agency

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she 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/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



September 3, 2010

Ms. Jo Ann Adkins
Department of Administration
Purchasing Division, Building 15
2019 Washington Street, East
Charleston, WV 25305-0130

Dear Ms. Adkins:

On behalf of the entire ConServe organization, we thank you for the opportunity and are pleased to present our response to the State of West Virginia, RFQ DEBT10. ConServe has specialized in providing collection services to colleges and universities since 1985. Our respectful "debt counseling" approach with students, and commitment to compliance, information security and employee training, in combination with our state-of-the-art collection system has enabled ConServe to become one of the most successful and respected agencies in the industry today.

We understand that the State of West Virginia is seeking a relationship with an agency that can meet and exceed the following requirements:

- An agency that has the ability to maximize recovery expectations, while maintaining excellent customer service.
- An agency that acknowledges the privacy rights of education loan recipients which are expressed in the Federal Family Education Rights and Privacy Act and all applicable state laws.
- An agency that will quickly, accurately, and effectively collect outstanding student debt and understands that no ill will is created in the collection process.
- An industry certified collection agency that through its investment in people and technology will yield higher recovery rates and provide partnership opportunities that will provide measureable operational and internal process cost savings to the university.
- An agency that has national organization affiliations and is licensed to operate in all 50 states.

ConServe is also very proud to have been recently awarded by West Virginia University the contract for Debt Collection Service. By providing excellent collection services to over 325 colleges and universities nationwide, and as the #1 ranked collection agency for the U.S. Department of Education, ConServe continues to demonstrate our ability to understand and exceed the performance objectives of our Clients.

ConServe currently provides collection services for several multi-campus relationships, and has been awarded state wide service agreements for: New York, Illinois, California, Florida, Arizona, South Carolina, Virginia, Georgia and Kentucky.

We look forward to working with the State of West Virginia to establish a long-term and mutually successful business relationship. We urge you to speak with our references and invite you to visit our corporate headquarters to experience our company first hand.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark E. Davitt", written in a cursive style.

Mark E. Davitt
President

DEBT10 - PRICING PAGE

VENDOR MUST COMPLETE THIS SCHEDULE

THE FEE STRUTURE SUBMITTED TO THE STATE OF WEST VIRGINIA IS AS FOLLOWS:

AGENCY	TYPE OF ACCOUNT	% OF AMOUNT COLLECTED
1. Colleges & Universities:	Per Debt	Perkins Primary: 23% Tuition Primary: 23%
2. Worker's Compensation:	Default Account	N/A
3. WV Department of Tax and Revenue:	New Accounts	N/A
	Levy Account - where our employee is instrumental in the preparation of the levies.	
4. Division of Environmental Protection:	Per Debt	N/A
5. Other Spending Units:	Per Debt Colleges	N/A
6. Rate of Second Placement	Per Debt Colleges	Perkins Reassigned: 28.5% Tuition Secondary: 28.5% Tuition Tertiary: 33.33%

BIDDER CONTACT INFORMATION

Vendor: Continental Service Group, Inc., d/b/a ConServe

Bidder Name (Print): Mark E. Davitt

Contact Name (Print): Michelle Hartmann

Phone: (585) 402-2198 Fax: (585) 421-1028

E-mail: mhartmann@conserve-arm.com

Bidders Signature: *Mark E. Davitt, Pres*

*ConServe has recently been awarded a contract with West Virginia University for Debt Collection Services at the rates listed above.