



CRFQ-0212-SWC2300000007 FOR DEBT COLLECTION SERVICES



SUBMISSION DUE NOVEMBER 23RD, 2022
SUBMITTED BY KEY 2 RECOVERY, INC.
HAMILTON, OHIO
CEO DOUG PLUMMER
513-870-4341
DPLUMMER@KEY2RECOVERY.COM

11/23/22 09:32:54
Purchasing Division



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State of West Virginia
 Department of Administration, Purchasing Division 2019
 Washington Street East
 Charleston, WV 25305-0130

Key 2 Recovery, Inc. is pleased to submit its qualifications for collection services in response to the State of West Virginia's CRFQ-0212-SWC2300000007 for Debt Collection Services. Key 2 would be an excellent choice as your new collection agency for three primary reasons: **experience, focus, and performance**. When we started Key 2 in 2009, it was with the intention to build the most responsive, flexible and competitive agency serving higher education, and with hard work and determination, we have done just that.

Experience

Together, our two owners Steve Roberto and Doug Plummer have over 50 years of experience in the prevention, collection, and management of delinquent receivables. Key 2 has one of the highest levels of experience, on average per employee, among the firms with which we compete and has a blend of knowledge and expertise involving accounts from public and private higher education going back to 1982.

Focus

Now in our 13th year, Key 2 Recovery continues to focus solely on the collection of student accounts and loans for colleges & universities. We deliberately chose not to pursue the contract with the Department of Education and instead devoted all our attention and resources to our institutional clients. We are not distracted by large retail merchants, banks, medical clients or the DOE. Unlike other agencies who collect on all kinds of receivables accounts, 100% of our business is higher education. We are contracted with over 300 colleges and universities from all over the United States. We service many different types of higher education accounts, including 1st placements, 2nd placements and beyond, Perkins loans, nursing loans, institutional loans, tuition, and general student receivables. This concentrated effort allows us to provide our clients with unparalleled customer service and is a large part of what has fueled our growth.

Performance

Our collection model is superior when compared to our peers. In fact, when we are in direct competition with another agency, Key 2 performs better and returns more money to our clients. **Overall, our clients see an average of 30% recovery improvement after hiring Key 2 to collect on their accounts.** Because of our excellent customer service and performance, Key 2 was named one of the fastest growing private companies in America by INC. Magazine. Our rapid growth is further testament to the potent performance and service combination we provide to our clients.

We are committed to providing West Virginia with efficient yet ethical services. I, Douglas Plummer, CEO, will work directly with you to ensure you receive the best possible service. We humbly ask that you allow Key 2 Recovery to demonstrate that we can provide the most outstanding levels of customer service and recovery performance in the collection industry.

Sincerely,



R. Douglas Plummer, CEO

Key 2 Recovery, Inc.
201 N Brookwood Ave
Hamilton, OH 45013

Phone: 513.874.2288 x4341
Cell: 513.907.9383
Fax: 513.874.3037
Toll Free: 888.402.KEY 2 (5392)
Direct Line: 513.870.4341
Email: dplummer@Key2recovery.com

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VENDOR AND RFQ INFORMATION



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

State of West Virginia
 Centralized Request for Quote
 Service - ~~Misc~~

Proc Folder: 1132536			Reason for Modification:
Doc Description: Statewide Contract for Debt Collection Services - (DEBT23)			
Proc Type: Statewide MA (Open End)			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-11-09	2022-11-23 13.30	CRFQ 0212 SWC2300000007	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : Key 2 Recovery, Inc.

Address :

Street : 201 N Brookwood Ave

City : Hamilton

State : OH

Country : USA

Zip : 45013

Principal Contact : Doug Plummer, CEO

Vendor Contact Phone: 513-870-4341

Extension:

FOR INFORMATION CONTACT THE BUYER

Jessica L Hovanec
 304-558-2314
 jessica.l.hovanec@wv.gov

Vendor
 Signature X

FEIN# 27-1608711

DATE 11/23/22

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.

Note: Online responses to this solicitation are prohibited. Please see the Instructions to Bidders if 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 US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Debt collection services - Colleges and Universities	0.00000			

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 is 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 US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Debt collection services - Worker's Compensation	0.00000			

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 is 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	WV		No City	WV	
US			US		
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Debt collection services - WV Department of Tax and Revenue	0.00000			
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 is 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	WV		No City	WV	
US			US		
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Debt collection services - WV Department of Tax and Revenue	0.00000			
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 is 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 US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Debt collection services - Div. of Environmental Protection	0.00000			

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 is 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 US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Debt collection services - Other Spending Units	0.00000			

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 is 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 US	WV	No City US	WV		
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Debt collection services - Rate of Second Placement	0.00000			
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 is 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 US	WV	No City US	WV		
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Debt collection services - Rate of Second Placement-Colleges	0.00000			
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 is 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 10:00am EST	2022-11-14

GENERAL TERMS AND CONDITIONS

Key 2 agrees to all terms and conditions.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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: The Initial Contract Term will be for a period of ONE (1) YEAR. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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:

the contract will continue for _____ years;

the 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).

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.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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/Award Document 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.

Construction: This Contract is for construction activity more fully defined in the specifications.

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 a 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 in this section must be provided to the Purchasing Division by the Vendor as specified:

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 upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications 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 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 cancellation, 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 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. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

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.

9. WORKERS' COMPENSATION INSURANCE: 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. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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.
- Liquidated Damages Are Not Included in this Contract.

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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

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, included in the Contract, 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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 regarding 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 NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

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. NO DEBT CERTIFICATION: 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. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. 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.

39. 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.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, 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. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. 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 hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. 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
 2. 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.

42. 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.

43. 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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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.

(Printed Name and Title) R. Douglas Plummer, CEO
(Address) 201 N Brookwood Ave, Hamilton, OH 45013
(Phone Number) / (Fax Number) 513-870-4341/513-874-3037
(email address) dplummer@key2recovery.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Key 2 Recovery, Inc.
(Company)


(Signature of Authorized Representative)

R. Douglas Plummer, CEO 11/23/2022
(Printed Name and Title of Authorized Representative) (Date)

513-870-4341/513-874-3037
(Phone Number) (Fax Number)

dplummer@key2recovery.com
(Email Address)

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is requesting bids for a statewide, open-end Contract for Debt Collection for all West Virginia State Agencies and political subdivisions. This solicitation is for NEW placements only. Current placements will be permitted to run their course.

West Virginia State Code §14-1-18A empowers the Secretary of the Department of Administration to collect, or cause to be collected, debts and claims due to the State of West Virginia and/or its spending units. Any changes made in the law will be communicated to the successful vendor(s) by the Purchasing Division of the Department of Administration and made a part of the contract. All collections must be in accordance with West Virginia State Code Chapter 46A The West Virginia Consumer Credit and Protection Act, and Chapter 46A-2-122-129 (attached as **Exhibit_A**); along with any Federal law that may preempt the West Virginia Consumer Credit and Protection Act.

The current contract (DEBT19) expires 12/31/2022 and will not be renewed. The current contract may be viewed using the following link: <http://www.state.wv.us/admin/purchase/swc/DEBT.htm>

SPECIAL NOTE: Due to the numerous state agencies, political subdivision, municipalities, etc. that may utilize this contract, the Purchasing Division does not currently track spending/usage information or have this information in its possession. Section 9 of these Specifications will require successful contract holders to provide quarterly usage reports under the new Contract(s) to help in providing this information for future solicitations.

This will be a new open-end contract to be used as needed by the agency and any usage is not guaranteed or implied. Any previous contract(s) and usage associated with a previous contract or contracts, including spending, category, type, backlog, etc., should not be considered as an estimation or indication of future usage for the new contract.

Key 2 understands and will comply.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 “Contract Services” means debt collection services for New Placements, Primary and Secondary as specified below. Current placements will be permitted to run their course.

2.2 “Pricing Page” means the pages upon which Vendor should list its proposed price for the Contract Services. The Pricing Page is either included on the last page of this CRFQ or attached hereto as **Exhibit_C**.

2.3 “CRFQ” means the official request for quotation published by the Purchasing Division and identified as CRFQ 0212 SWC2300000007.

2.4 “Primary Placement” is an account that has never been placed with another collection company or collection attorney.

2.5 “Second Placement” is an account that another collection company or collection attorney has previously tried to collect and failed.

Key 2 understands.

3. QUALIFICATIONS: Vendor shall have the following minimum qualifications:

3.1 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.

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 –

- 3.1.1** Marshall University – Huntington, WV
- 3.1.2** West Virginia State University – Institute, WV
- 3.1.3** Shepherd College – Shepherdstown, WV
- 3.1.4** West Liberty State College – West Liberty, WV
- 3.1.5** Bluefield State College – Bluefield, WV
- 3.1.6** Glenville State College – Glenville, WV
- 3.1.7** Concord College – Athens, WV
- 3.1.8** West Virginia Northern Community College – Wheeling, WV
- 3.1.9** West Virginia Graduate College – Institute, WV
- 3.1.10** Potomac State College – Keyser, WV
- 3.1.11** WV University Institute of Technology – Montgomery, WV
- 3.1.12** WV School of Osteopathic Medicine – Lewisburg, WV
- 3.1.13** West Virginia University – Morgantown, WV
- 3.1.14** Fairmont State College – Fairmont, WV
- 3.1.15** Southern West Virginia Community College – Logan, WV
- 3.1.16** West Virginia Division of Highways – Charleston, WV
- 3.1.17** West Virginia Department of Transportation – Charleston, WV
- 3.1.18** West Virginia Dept. of Health and Human Resources – Charleston, WV
- 3.1.19** West Virginia Dept. of Tax and Revenue – Charleston, WV
- 3.1.20** Barboursville Veterans Home – Barboursville, WV
- 3.1.21** WV Workers' Compensation – Charleston, WV
- 3.1.22** WV Division of Environmental Protection – Charleston, WV

Key 2 Recovery has been in business since 2009, and from the beginning our focus has been to become the most flexible, customer service-oriented agency in the receivables industry. Unlike other agencies who collect on all kinds of receivables accounts, 100% of our business is higher education. We currently serve over 300 colleges and universities from all over the United States, primarily in the Midwest and South regions. We service many different types of higher education accounts, including 1st placements, 2nd placements and beyond, Perkins loans, nursing loans, institutional loans, tuition, and general student receivables. In the beginning, Key 2 built its business focusing on institutions that have typically been ignored, skipped over or underserved by other collection agencies. We thrived collecting money for schools that have unique service requirements or perceived low collectability due to a difficult or transient student population. These schools are often underserved or ignored by some of the larger agencies that specialize in higher education. As a result, Key 2 has developed a significant client base of community colleges, career colleges, proprietary schools and smaller public and private universities. Now in our 10th year, we still continue to deliver for these schools but have also impressed larger institutions that have entrusted us with their business, including Eastern Kentucky University, West Virginia University, Texas A&M University, the University of Oklahoma, the University of Missouri, the University of

Nebraska, Temple University, institutions in Pennsylvania's State System of Higher Education, the Connecticut State Colleges and Universities, and the states of North Carolina, South Carolina and Wisconsin. While each client will tell you how impressed they are with our overall recovery results and the speed with which we attained them, they can also illustrate the unmatched level of service they receive. Our smaller size allows us to provide unparalleled customer service and attention to our clients, while our superior collectors and methodology deliver even more than the results typical of firms ten times our size.

3.2 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**.

Key 2 understands and will comply.

4. 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.

At Key 2 Recovery, we pledge to work **every single account** that is placed with our agency, no matter the balance or how difficult it might be collect. We understand this is a unique approach in the collections industry. Many agencies are quick to tout the features and benefits of their carefully crafted scoring models, which focus collection effort on the 20-40% of a portfolio they believe has the highest propensity to pay. While these models have been a valuable tool to lower the cost to the agency, they have meant little in the way of increased recoveries for the universities they serve. While the agency is busy saving money, they are missing collection opportunities for their clients in the sections of the portfolio receiving minimal effort. Certainly, there is revenue in the 60-80% of the accounts not receiving that focused activity, but most agencies overlook this part of the portfolio. The intelligence of the Key 2 collection system allows us to make collection activity decisions on an individual account basis, rather than making sweeping assumptions about an entire portfolio that contains hundreds of students, each with a unique financial situation. As we receive information through our extensive skip tracing efforts and contact with student, we can make changes to our collection activity in order to service the account more effectively, leading to more effective recovery performance and more money for our clients. On several occasions, our diligence and persistence in working every account has led us to collect more money on second referral accounts than the first agency collected. At Key 2, no accounts are skipped, missed, or passed over because of perceived difficult collectability. We collect more, not by just making more calls, but by working all the accounts more intelligently than our competition.

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.

Key 2 understands and will comply. **Any collection activity performed is captured by our collection software and recorded on the account. The system makes a time and date-stamped note of the representative who accessed the account, what was said, and if there is any follow-up that needs to happen on that account in the future (validation requests, consolidation statuses, etc.). This allows**

for any representative to handle a call for any other employee, should that representative be unavailable when a student calls in. A cursory look at the account overview and notes provides the representative all the information she needs to assist the borrower. The system also records any user who inquiries on the account, regardless of whether activity takes place. Records on the system cannot be deleted from RMEx. West Virginia can audit these records at any time.

4.1.3 All records must be kept a minimum of six (6) years by the vendor.
Key 2 understands and will comply.

4.1.4 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.
Key 2 understands and will comply.

4.1.5 Placements: (Both Primary Placement and Secondary Placement)

4.1.5.1 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.

Below are some of the areas that we, as a higher education agency, have expertise in that gives us a head start on other agencies who focus on all kinds of receivable accounts:

Perkins Accounts:

We know the importance and pressure faced by institutions to lower their default rate on Perkins accounts and recycle that borrowed money back into the institution. Our company thoroughly trains our employees on the different ways to reduce this rate for our clients.

Loan Consolidation: Our representatives are trained in walking a borrower through the consolidation process step by step on the phone to ensure the application is completed properly. A few days later, we call the loan servicer to ensure that all the information has been received and nothing is missing. Finally, we will again call the servicer sometime in the next two weeks to confirm the amount and date of the loan payoff that is to be received by the institution or the billing service for the institution. The borrower is encouraged to call with any questions she might have during the process.

Loan Forgiveness: We train our recovery specialists to ask borrowers about their occupations and other circumstances in order to determine if they qualify for forgiveness due to their professions. Such professions and circumstances include, but are not limited to:

- Nursing
- Law Enforcement
- Military service
- Volunteer service
- Teaching
- Permanent Disability

If a borrower does qualify for forgiveness, our representatives will help to walk them through that process in order to have the loan forgiven.

Loan Rehabilitation: To remove a Perkins loans from default, the student must make 9

consecutive payments to reverse the default. Key 2 can provide payment options to the debtor based on the institutions' guidelines from requesting a percentage of the total amount owed to establishing a minimum monthly payment to rehabilitate the account. Once a repayment plan has been established, our recovery specialists will diligently monitor repayment and immediately address any failure by the debtor to follow through on rehabilitation.

Returned Title IV funds:

Our recovery specialists are experts at helping students understand that balances are created when federal aid money is returned due to a drop or withdrawal from class. Once we've explained this to students, we work with them to pay that money back as quickly as possible to the institution, while working within the student's budget constraints.

International Accounts:

The higher education population in the US is increasingly becoming more diversified, and that requires agencies to find solutions to collecting on international accounts. At Key 2, we regularly encounter American students who currently live outside of the US, and we also collect accounts from students who came to study internationally in the US. We have no hesitations about working accounts that have a borrower living outside of U.S. borders; we will work these accounts as diligently as any other account that is placed with us. However, we understand that these accounts need special attention and cannot be worked in the same manner as other accounts. While we will still try to get these borrowers on the phone to negotiate a payment arrangement, we will also employ email and other means of communication. We have also found that working with a relative who is in the U.S. (after receiving permission from the borrower to do so) can be an effective means for avoiding difficulties presented by time differences and international calls. These efforts have made us successful in collecting international accounts provided to us by our clients.

In order to assist in our international collection efforts, Key 2 employs multilingual collectors and retains a translation service should the borrower's first language be one not shared by a multi-lingual collector. We are also preparing to install a 24/7 artificial intelligence program that can speak 9 different languages.

Older Student Receivables:

We are happy to work any and every account the university is willing to send to collections. When other agencies refuse accounts that are more than a few years old or decline to accept accounts beyond the statute of limitations, we have built a reputation on collecting older accounts that other agencies have deemed uncollectible. Clients who contract with Key 2 on primary accounts quickly hand over older, uncollectible accounts they assume are uncollectable. We encourage you to contact our clients and references to allow them to tell of their satisfaction with our increased recovery.

4.1.5.2 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. When submitting the claim for collection, the agency will be able to provide more information about collection attempts.

Key 2 understands and will comply.

4.1.5.3 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 –

- Type of Account and description of service
- Name of whom the claim is made against
- Address, including zip code
- Balance Due
- Date of Service or age of account
- Telephone number (Optional if available)
- Previous collection reports received on individual accounts when available
- Any other information deemed important by the spending unit.

Key 2 understands and will comply.

4.1.5.4 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 transfers 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.

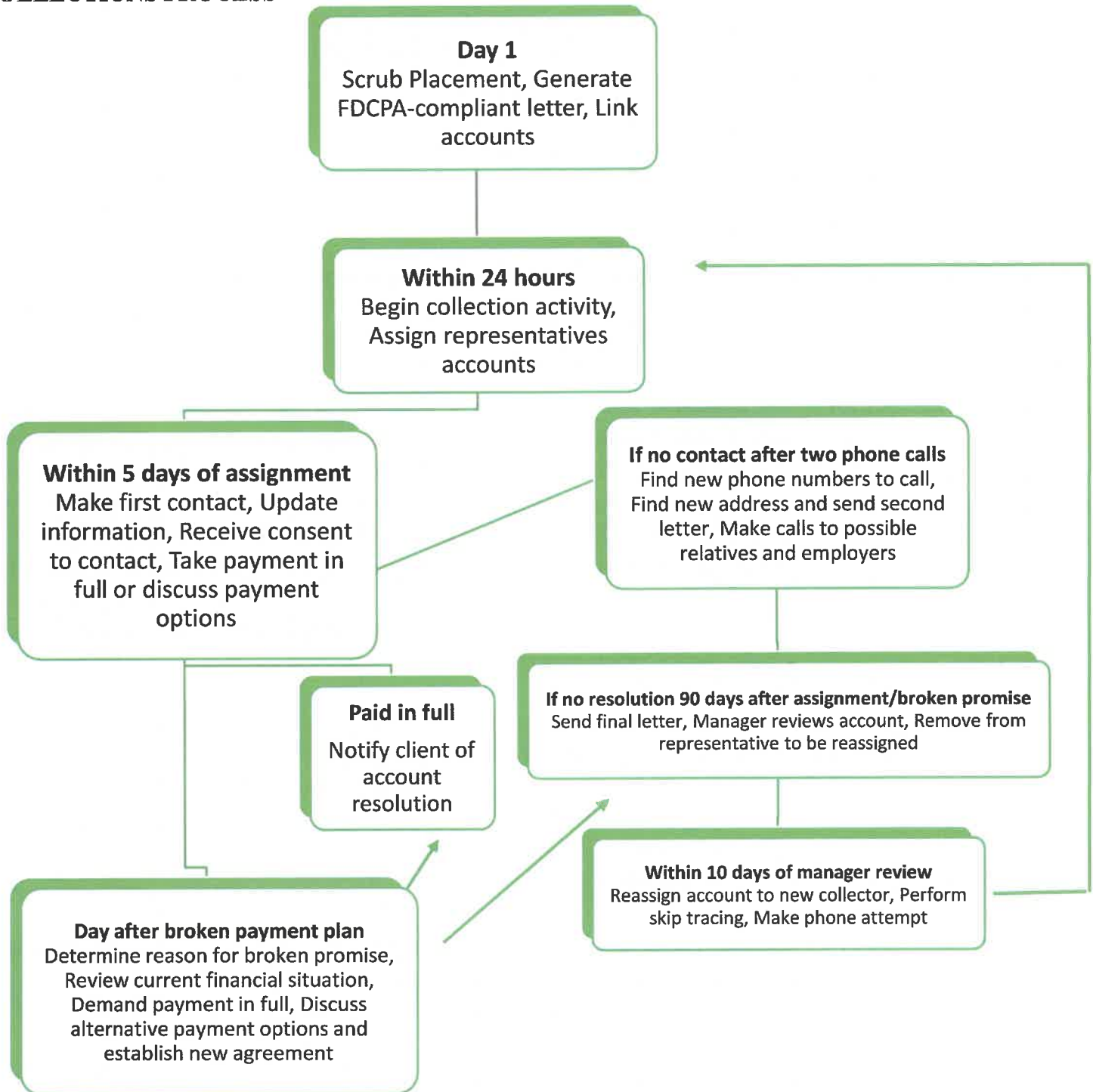
Key 2 understands and will comply.

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

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

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

COLLECTIONS PROCESS



Placement of New Accounts	Our policy is new placement files are loaded into our system and for collections to commence within one business day of receipt.
Preliminary Data Scrubs	Upon receipt of new placement files, all accounts are scrubbed to ensure that we have the most current contact data. Scrubs also identify mislabeled phone numbers and accounts that are not eligible for collections, including students who are deployed by the

	military, have an active bankruptcy in process, or are deceased. These accounts are flagged and will be handled in accordance with West Virginia's policy.
FDCPA-Compliant Letters	An initial letter is sent the first day after placement of the account. Follow-up letters are sent as required until the full balance is collected. Every Key 2 letter has been approved by the ACA through its MAP- attorney compliance review.
Extensive Skip-tracing	Some of the extensive skip-tracing resources that Key 2 uses include TLO, credit bureau reports, Insight America, The Work Number, Interactive Data, Internet searches, directory assistance, and social media websites.
Diligent Telephone Contact	Upon file assignment, collectors begin collection activity within 24 hours of placement using FDCPA-compliant phone contact to work with students and persuade them to pay. We do not conduct any collection activity through an automatic dialer environment. Our collectors use a conversational yet firm approach to communicate students' responsibility to pay their account. We use the opportunity to negotiate reasonable and affordable payment solutions for the student and the school.
Immediate Follow-up Contact	Key 2 follows up daily on all broken promises, late payments, missed payments, and students who have been nonresponsive to previous demands for payment.
Multiple Payment Options	Key 2 accepts checks, money orders, Automated Clearing House (ACH), electronic checks, credit cards, and debit card payments.

Key 2 understands West Virginia's need for quick, efficient, and systematic collections that are still courteous and ethical. With our unparalleled experience and attention to detail, Key 2 is uniquely positioned to provide West Virginia with efficient and effective service. Upon receiving accounts, our Recovery Specialists begin recovery effort within 24 hours and work diligently and represent West Virginia with courtesy and regulatory compliance. We urge you to contact our references to hear how our services have improved their recovery efforts. Key 2 will bring the same high level of service to West Virginia.

The Key 2 collection methodology is based on diligent phone contact, effective skip-tracing, letter series, and follow-up contact with students, customized to meet your needs. Unlike some agencies that use scoring models to find the most profitable accounts, Key 2 contacts every account to maximize recovery for West Virginia.

Placements:

We understand the importance of working accounts as soon as they are placed in collections. The longer an account has been delinquent, the less likely that account is to pay. Therefore, it is Key 2's policy that accounts are loaded into our collection software within 24 hours of being placed, and that we begin collection activity within hours (sometimes even minutes) of an account being sent to our agency.

Acceptable formats for placement:

- Excel worksheets (provided by Key 2 to clients)
- PDF
- Word documents
- Hard-copy placements
- Billing Services

For simplicity, our clients primarily use our secure, online web portal to place accounts (<https://key2recovery.com/index.php/client- portals/place-accounts-key2>). There is no login information

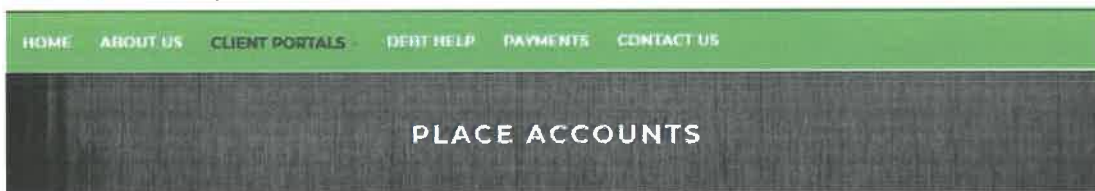
required; just upload your file, fill out few pieces of information, and we'll have your accounts ready to work with 24 hours. Files may also be sent via a secure FTP site, email, or a secure zip file if preferred.



8894 BECKETT ROAD
West Chester, OH 45069

TOLL FREE FOR BORROWERS: 877.322.KEY2
Toll Free for Clients 888.402.5392

8:30AM-8:00PM EST
Monday to Friday



Name:

First Last

Phone:

Institution:

Type Of Account:

Have These Accounts Been Placed In Collection Before:
 Yes No

Upload a File:

Once accounts have been received, our Client Support Specialist will review the file and upload the accounts into our system. After this, our system performs several different processes before assigning the account to a collector:

1. Placement Acknowledgement Report is generated and sent to your institution's contact the next day.
2. Each account is assigned a unique Key 2 file number.
3. Addresses are cross-referenced against the National Change of Address database (NCOA).
4. Phone numbers are scrubbed and properly designated for TCPA compliance.
5. Comparisons are made against all other accounts in our database. Companion accounts are paired together to provide complete picture of collection efforts for this borrower.
6. First demand letters mailed to address on file, requesting payment in full and informing the borrower of different payment options. Website, telephone number, and address provided to allow borrower to discuss different payment arrangements.

Collection Efforts:

After accounts are sent to our recovery specialists, they begin to work the accounts and contact the numbers that are included with the files. We understand that contacting borrowers may take time, and thus our Recovery Specialists make diligent contact attempts on every account in their queue every 3 to 4 days, including sending letters and making phone calls to all numbers associated with the account. Below is a chart that shows our process and goals for each contact we make with borrowers:



Borrower Contacts/Demands		
Contacts	Steps	Timeframes
Standard Borrower Phone Contacts		
First Contact	<ul style="list-style-type: none"> • Obtain Borrower's financial profile • Update account with borrower demographics • Request payment-in-full • If borrower is unable to pay-in-full, discuss creative, alternative payment options • Establish payment agreement 	During initial contact
Second Contact (occurs when the borrower breaks a payment agreement)	<ul style="list-style-type: none"> • Determine reason for broken promise • Review borrower's current financial situation • Demand payment-in-full • If borrower is unable to pay-in-full, discuss alternative payment options • Establish new payment agreement 	Next day after broken payment promise
Third Contact (occurs when the borrower breaks a payment agreement)	<ul style="list-style-type: none"> • Review borrower's current financial situation • Demand payment-in-full • Discuss and determine involuntary repayment 	Next day after broken payment promise
Additional Phone Contacts		
Additional Contacts	Additional contacts/demands may be needed if the third contact does not end in resolution of the account	No later than 30 days from any previous telephone contact. There may be more than one contact demand during these 30

		days.
Letter Series		
Letters	<p>Key 2's basic letter series is as follows:</p> <ul style="list-style-type: none"> • Initial Demand Letter • Validation letter • Payment Reminder/Notification • Due Diligence Notice • Demand for Action 	

Repayment Resolutions:

Once contact is made with your borrowers, payment negotiation begins. Key 2's knowledgeable management staff draws from an average of 20 years of experience and trains our Recovery Specialists in the best negotiation tactics for collecting higher education receivables. Our collections approach focuses on three main objectives:

1. **Recover our client's funds as quickly as possible**
2. **Work within the borrower's budget constraints**
3. **Respect the borrower's dignity**

Simply demanding a rigid payment plan of each borrower, we contact may lead to some repaying accounts but will likely leave most borrowers frustrated and unable to meet the terms of repayment. Each borrower has a unique set of circumstances and challenges that take thoughtful evaluation in order to determine the correct course of action. Our recovery specialists are skilled negotiators we have trained to *work with the student* to come up with a repayment plan that works for them. This approach has proven successful for clients by maximizing recovery while reducing borrower complaints. Once we have activated an account as paying, the average Key 2 repayment plan lasts approximately 7.5 months.

Regardless of account type, we always ask for payment in full of the borrower on first contact, as this is the quickest way to recover your institution's money. Sometimes, the borrower has the ability to pay the account in full. Often, however, particularly with large balances on federal and institutional loans, the borrower is unable to pay in full. At this point, our trained Recovery Specialists will negotiate a payment plan that works with the borrower's budget, but also fall within reasonable repayment standards for the institution. They are trained to help the borrower think through their current financial obligations and consider how much they can contribute to the balance due to the institution. Our representatives also suggest creative alternatives, such as borrowing from friends and family, drawing from 401k savings, cutting unnecessary expenses, and searching for additional income opportunities. For federal loans, consolidation, rehabilitation, and cancellation are also discussed to provide borrowers with all the solutions available to them. All these strategies are designed to recover your money quickly without placing an unsustainable financial burden on your former students.

Below, in descending order, are the repayment options presented to the borrower when negotiating for payment of the balance.

Resolutions are offered in the following order:

1. Balance in Full

2. Balance over three months
3. Down payment with shortened term monthly payments
4. Reasonable monthly payments
5. Rehabilitation (Title IV only)
6. Consolidation (Title IV only)
7. Settlement in full (if client approved)

If a borrower is unable to meet any of the proposed payments plans that our recovery specialists propose to them, and we have determined that their situation is one of true hardship, we will work within the limitations of his or her budget to come up with an affordable monthly payment plan. This does a few things: first, it reactivates the statute of limitations on the account; and secondly, starts the borrower on the road to repayment while giving him or her time to explore other means of generating income that can go towards this balance. We revisit these hardships arrangement every six months in order to reevaluate the borrower's situation, with the goal of increasing monthly payments and shortening the repayment time frame.

Multiple Payment Options:

All of Key 2's payment services are provided at *no additional charge to the borrower*. Borrowers have the ability to send in payment via mail, call in to make a payment, or visit our website key2recovery.com and pay through our web portal.

Cash Payments	Cash payments can only be accepted and received by Key 2 Management only. These payments are immediately deposited. The borrower gets the original receipt and a copy is kept for processing and imaged.
Bank Drafts/Automated Clearing House (ACH)	The Key 2 system allows payment plans to be setup using bank drafts and/or ACH. This system is an effective payment solution for those borrowers who have checking or savings accounts and want to pay their accounts immediately. This system has significantly increased our collection effectiveness for clients and reduced returned checks. ACH payments are offered at no additional cost to the borrower.
Credit Card	By accepting all the major credit cards, Key 2 Recovery Specialists are able to close accounts immediately upon receipt of credit approval. If the transaction is denied, our recovery specialist notifies the borrower immediately and makes alternative arrangements. This payment option is offered at no additional cost to the borrower.
Wire	The recovery specialist provides the wire transfer information to the borrower so that he or she can wire the money immediately. Key 2 has online capabilities to verify receipt.
Western Union	The Western Union Quick Collect System is also an effective method of payment. When the Recovery Specialist negotiates an agreement for payment, he or she instructs the borrower to call a toll-free number to find the nearest Western Union location or finds the location for the borrower. Because Western Union has more than 16,000 locations nationwide, this option is easily available to all borrowers. The borrower takes the cash to the Western Union Office and the money arrives within 30 minutes.
Money Gram	MoneyGram® e-Money Transfer is an affordable and reliable money transfer service from MoneyGram. The service allows consumers in the U.S. to send MoneyGram® money transfers quickly using the Internet and the funds arrive in minutes. On-line money transfers and bill payments can be paid for using either Visa® or MasterCard® or by ACH debit of the borrower's bank account.

Consolidation Payment

Once Key 2 has been notified by the institution or the billing service of a consolidation payment from one of the federal loan servicers, the amount to the payment will be posted to the account, and the institution will be billed for the fee on the payment the next time statements are generated. If the account underfunds, the Recovery Specialist on the account will follow up with the school to ensure that underfunding is received so the account can be closed as paid in full.

Respecting the Borrower:

How an agency interacts with and services the former students who owe their universities plays a huge role in the reputation and success of a higher education collection agency. If a borrower has a negative experience with an agency, the odds are high she will share that experience with the Better Business Bureau, the Consumer Financial Protection Bureau, or her former institution. When that happens, it reflects poorly, not only on the collection agency but also on the institution. To avoid that, we believe in treating every debtor with the same respect any one of our employees would hope to receive in his or her situation. While some agencies look at these accounts as simply dollars to collect, we understand that these former students are important stakeholders for our clients as returning students, alumni, references for future students, and future donors.

Since we work exclusively with higher education receivable accounts, we are well versed in the issues and concerns that motivate the student demographic and have extensive experience navigating potential problems while staying FDCPA compliant. We take seriously the responsibility of representing your institution, and it is our utmost desire that our Recovery Specialists treat your students with the same respect they received while enrolled at your institution. We understand that being sent to collections can be an intimidating experience, particularly for young adults who might be in collections for the first time in their life. Therefore, we rigorously train our employees to make the collections process as easy as possible for those we assist. We expect our representatives to go beyond simply adhering to the FDCPA and other relevant regulations and provide truly outstanding service to each and every person to whom they speak, working with them to create a payment plan that recovers the college's funds as quickly as possible.

QuikConnect:

Key 2 has recently deployed the ability to leave voicemail messages on a borrower's cell phone without making a phone call. We call this QuikConnect. The application leaves a message in the borrower's voicemail and informs her she needs to contact Key 2 as soon as possible to resolve her account, providing her with the number she needs to call. Completely compliant with the Telephone Consumer Protection Act, this service allows us to leave messages with thousands of numbers in our system in a few hours, a process that would normally take a fully staffed agency a month to accomplish. Since implementing this technology into our collection practices, we have seen a substantial increase in the number of inbound telephone calls made by

borrowers. That, in turn, leads to more payment arrangements with our agents and more money for your institution. Not only have our inhouse payment arrangements increased, but the number of direct payments to our clients has seen a significant spike after using our new technology. This functionality has allowed our experienced recovery specialists to get in touch with more borrowers than ever before, and the results have been extremely impressive.

Skip Tracing:

Some students are transient, and we realize that in many cases, the information that we receive from West Virginia might no longer be correct, and thus new information is required. If Key 2 cannot contact students with the first notification letter or the first two phone attempts, our Recovery Specialists will begin to skip trace the

account and look for better information to reach the student. In order to acquire the most accurate, up-to-date information on borrowers for the purpose of locating them, Key 2 uses every resource at our disposal. All our representatives are thoroughly trained in to how to best utilize this information to your institution's advantage.

Key 2 utilizes the following resources as part of the skip-tracing effort:

- Credit bureau reports
- Electronic Directory Assistance (EDA), and National Change of Address (NCOA)
- Accurint, TLOxp, LexisNexis, SPOKEO, Insight America, PIPL and Interactive Data
- Social networking sites including Facebook, My Space, LinkedIn
- The Work Number
- Exit interview or college enrollment application references

Available automated appends from these sources include bankruptcies, deceased individuals, current and previous addresses, current and previous phone numbers, possible aliases, employers, licenses, property and vehicle ownership, and possible relatives or associates.

Key 2 continually seeks to update and increase the efficiency of our skip-tracing efforts to maximize collections. Because we believe that skip-tracing is one of the most important parts of the collection process, management spends a significant amount of time preparing their staff for the skip-tracing effort.

One of the reasons for our success and rapid growth is that we have not become too reliant on the tools themselves. Key 2 is focused on the real art of skip-tracing: taking the information available and using it in creative, intuitive and innovative ways to develop new leads and contact long-lost accounts. Recovery Specialists are taught how to plan and organize themselves for skip-tracing and the different avenues of investigation. During training, they also learn how to use the various skip-tracing tools, as well as how to gather information from both internet and third-party sources. Through researching, evaluating and testing of new skip-tracing resources, Key 2 stays abreast of the newest technology available. As new skip-tracing tools are identified, the Key 2 management introduces them to the floor and Recovery Specialists are trained to use the tools to their greatest advantage.

4.1.6 Payments and Reporting to Agency:

- 4.1.6.1** 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.

Key 2 prides itself on remitting money faster than anyone else in the higher education receivables industry. Statements and remittances are prepared on the 1st business day of the month and mailed on either the first or the second day of the month.

Collection Remittance Statement

Key 2 will prepare a Remittance Statement which contains:

- Borrower's name.
- Loan account number or the borrower's social security number.
- Amount of money collected.
- Commission due for each student loan fund.

Key 2 can also prepare the Collection Remittance Statement as follows:

- Payments reported as a single dollar amount (compressed principal, interest and collection costs, etc.). This is particularly useful for clients dealing with an internal billing system that requires a single entry and then makes its own distribution to principal, interest, etc.
- A complete itemized breakdown of all payment transactions, detailing amounts applied to principal, interest and other charges.
- A partially compressed statement showing principal and interest as one transaction and separating any other charges (i.e., collection costs).

4.1.6.2 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.

Key 2 understands and will comply.

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

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

4.1.6.3.2 Placement date of accounts

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

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

4.1.6.3.5 Fees assessed, amount collected and balance due

4.1.6.3.6 Reason for returned or closed accounts (if applicable)

4.1.6.3.7 Remarks

4.1.6.3.8 Percent of dollar amounts collected to date

4.1.6.3.9 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

Key 2 has over 80 different reports available to suit our clients' needs. Key 2 offers its clients the ability to customize any of the standard reports, or create any ad hoc report the university desires, and we deliver them in any electronic format (or paper) you like, through any mechanism you like (i.e.. FTP, email), and under any schedule you require. At any time, a total client inventory report can be generated showing every field of data resident on the system for every account ever placed by the college.

All of Key 2's reports can be produced in a format and on a schedule to meet your institution's needs. Ad hoc reports can also be produced according to your needs. All reports can be sent to the college in hard copy format or the electronic format of your choice.

Placement Acknowledgment Report

As new accounts are entered, the Key 2 computer system automatically generates the Placement Acknowledgment Report. This report details all pertinent placement information, including the borrower's name, loan account number and dollars placed for collection. This report furnishes a viable cross-reference and an informative audit trail. It also can merely be produced in summary format showing number of accounts and total dollar volume loaded to

the Key 2 system for that placement.

Remittance Statement

Key 2 will prepare gross or net remittance weekly (depending on the school's preference), along with a detailed payment report and remittance statement, and can transmit or send that to the college in any format you require (through a secure FTP site, email, secured zip file, PDF, .CSV, tab delimited, Excel spreadsheet, fax, hardcopy, etc.). Additionally, Key 2 can send a check, ACH/EFT, or wire the weekly remittances under any schedule the college requests. Key 2 will prepare a Remittance Statement which contains:

- Borrower's name.
- Loan account number or the borrower's social security number
- Amount of money collected.
- Commission due for each student loan fund.

Our collection system can also accommodate the nine - digit social security number and any other unique identifier the college uses.

Placement Analysis Report

The monthly Placement Analysis Report (PAR) provides a summary of Key 2's overall collection performance. The PAR includes:

- Gross placements and net placements total.
- Total collections and the percentage of recovery.
- Total activations (the number of accounts brought into repayment by month and year).

The PAR is a historical summary of collection effectiveness on accounts placed during previous months and years. All collections made from individual placements affect the total recovery performance, regardless of when the collection is made.

In addition to monthly and for the calendar year, this same report can be generated with any date range and can provide the fiscal year end data the university needs for year-end reporting June 30th of each year.

Close and Return Reports

Key 2 will prepare a Batch Close and Return Listing of account names, account numbers, balance due, date closed and the reason for the close and return. In addition, all close and return information will be reflected on the Borrower Status Report and the Collection Remittance Statement. This statement will be sent monthly.

Comparison Group Report

This report allows the university to compare separate portfolio placements with Key 2 against several different timing intervals, allowing it to see how one portfolio compares to another.

Borrower Status Report

The monthly Key 2 Borrower Status Report captures collection and payment activity on each individual account placed. The report shows:

- Borrower's name
- Loan account number
- Original placement date
- Placement balance

- Current principal balance
- Date of last payment
- Status of collection activity

The report also lists an active inventory of open accounts, accounts closed in the last six months and collection status of the accounts at the time of the report.

Account Inventory

At any time, a total client inventory report can be generated showing every field of data resident on the system for every account ever placed by the college.

Name/Address Update Report

The Key 2 Demographic Update Report reflects changes in the borrower's name and/or address and is issued to the client immediately upon making changes within the system. This report can be provided as hard copy as well.

- 4.1.7 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.

Key 2 understands and will comply.

- 4.1.8 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**).

Key 2 understands and will comply.

5. CONTRACT AWARD:

- 5.1 Contract Award:** The Contract is intended to provide Agency with a purchase price for all the Contract Services listed. 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 three (3) 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.

AGENCIES WILL SELECT FROM THE SUCCESSFUL BIDDERS PER CONTRACT LINE ITEM BASED ON LOWEST BID FOR THAT CONTRACT LINE ITEM. IF THE LOWEST BIDDER CANNOT PERFORM THE REQUEST, THEN THE SECOND LOWEST BIDDER WILL BE CONTACTED, AND SO ON UNTIL THE REQUEST IS FULFILLED. VENDORS ARE NOT ASSIGNED TO A SPECIFIC AGENCY; THE AGENCY WILL UTILIZE THE CONTRACT PER THE CONTRACT LINE ITEM AWARDED.

Key 2 understands and will comply.

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.

Key 2 understands and will comply.

6. 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.

Key 2 understands and will comply.

7. 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, fess 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.

Key 2 understands and will comply.

8. 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.

Key 2 understands and will comply.

9. PURCHASING DIVISION USAGE REPORT: The Contractor shall provide to the State of West Virginia's primary contact person quarterly utilization reports containing at a minimum the following information pertaining to the State of West Virginia agencies, boards, commissions, and political subdivisions:

- a. Ordering Entity;
- b. Purchase order number;

- c. Description of service;
- d. Quantity;
- e. Price.

Doug Plummer, CEO
 513-870-4341
 dplummer@key2recovery.com

These reports must be provided in Excel format and sent via email on a quarterly basis as follows:

<u>PERIOD END</u>	<u>REPORT DUE</u>
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

The contract number **CMA 0212 DEBT23** must be included on all Quarterly Usage Reports. Send reports to: Mark.A.Atkins@wv.gov and Jessica.L.Hovanec@wv.gov

Failure to provide the requested information may result in contract cancellation.

10. 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:

- 10.1** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 10.2** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 10.3** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 10.4** Anyone performing under this Contract will be subject to Agency’s security protocol and procedures.
- 10.5** Vendor shall inform all staff of Agency’s security protocol and procedures.

Key 2 understands and will comply.

11. VENDOR DEFAULT:

- 11.1** The following shall be considered a vendor default under this Contract.
 - 11.1.1** Failure to perform Contract Services in accordance with the requirements contained herein.

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

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

11.1.4 Failure to remedy deficient performance upon request.

Key 2 understands and will comply.

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

11.2.1 Immediate cancellation of the Contract.

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

11.2.3 Any other remedies available in law or equity

Key 2 understands and will comply.

12. MISCELLANEOUS:

12.1 **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: R. Douglas Plummer

Telephone Number: 513-870-4341

Fax Number: 513-874-3037

Email Address: dplummer@key2recovery.com

EXHIBIT C - PRICING PAGE

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	20%
2. Worker's Compensation	Default Account	
3. WV Department of Tax and Revenue	New Accounts	
4. WV Department of Tax and Revenue	Levy Account - Where our employee is instrumental in the preparation of the levies.	
5. Division of Environmental Protection	Per Debt	
6. Other Spending Units	Per Debt	
7. Rate of Second Placement	Per Debt	
8. Rate of Second Placement	Colleges	23%

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

Bidder Contact Info

Vendor: Key 2 Recovery, Inc.

Bidder Name (Print): Key 2 Recovery, Inc.

Contact Name (Print): R. Douglas Plummer, CEO

Phone: 513-870-4341

Fax: 513-874-3037

E-mail: dplummer@key2recovery.com

Bidder Signature:



ADDENDUM #1

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO SWC230000007

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.

Key 2 Recovery, Inc

Company



Authorized Signature

1/23/22

Date

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