

**Request for Proposal (RFP)**

**RFP No. 561237**

**Collection Agency Services**

**Term Contract**

 **PROPOSAL RELEASE DATE: Tuesday, March 24, 2015**

 **PROPOSAL DUE DATE: Tuesday, April 14, 2015**

 **PROPOSAL DUE TIME: 2:30 PM CST**

 **SUBMIT ALL PROPOSALS TO: University of Arkansas**

 **Purchasing Division**

 **Administration Bldg, Rm 321**

 **1125 W Maple St**

 **Fayetteville, AR 72701**

**Signature Required For Response**

Respondent complies with all articles of the Standard Terms and Conditions documents as counterpart to this RFP document, and with all articles within the RFP document. If Respondent receives the University’s purchase order, Respondent agrees to furnish the items and/or services listed herein at the prices and/or under the conditions as indicated in the RFP.

|  |  |
| --- | --- |
| **Vendor Name:** |  |
| **Mailing Address:** |  |
| **City, State, Zip:** |  |
| **Telephone:** |  |
| **Email:** |  |

**Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Typed/Printed Name of Signor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**1.** **DESCRIPTION AND OVERVIEW OF RFP**

The University of Arkansas, Fayetteville (UAF), serves as the major center of liberal and professional education and is the primary land-grant campus in the state. In addition, it is Arkansas’s major source of theoretical and applied research and the provider of a wide range of public services to people throughout the state and nation. In serving its threefold mission of teaching, research, and public service, the University strives to be recognized for excellence and continues to expand and strengthen its nationally and regionally competitive programs while maintaining a high level of competence in all areas.

UAF requests proposals from qualified collection agencies for collection of the following types of past due and delinquent accounts:

* Defaulted Federal Perkins Loans (formerly NDSL)
* Defaulted University Loans
* Defaulted Nurse Faculty Loans
* Past Due Accounts Receivable
* Tuition, fees, and other registration related charges
* Residence Life and Dining Services fees and charges
* Transit and Parking fees and fines
* Student Health Services fees and charges
* Returned checks and returned check fees
* Other general receivables

Total loans outstanding are approximately $16 million with 99% being Federal Perkins, Perkins/NDSL Loans.

The estimated number of defaulted loans to be placed with collection agencies, monthly, is 20 with an average balance of $5,000.00.

Total Accounts Receivable which include student accounts and other university receivables, to be placed is approximately $6 million.

The estimated number of past due accounts receivable to be placed annually with collection agencies is 800 with an average balance of $1,500.00.

Only the written specifications contained in the RFP will be used to evaluate bids. Written amendments will be issued to address any necessary changes and/or clarifications.

**2.** **SCOPE OF WORK / RESPONSIBILITIES**

The University is issuing this Request for Proposal (“RFP”) to solicit proposals for

 collection services provided by a qualified firm(s). This service would include the following

 responsibilities:

1. The successful bidder shall be financially responsible for obtaining all permits,

licenses, and bonding requirements to comply with all applicable city, county, state, or federal laws and regulations and assumes liability for all applicable taxes.

1. The successful bidder agrees to comply with all federal and state laws and

regulations applicable to collection agencies, including the Fair Debt Collections Practices Act.

1. Before any accounts are placed with the successful bidder, the successful bidder

 shall:

* 1. Designate a single office and contact individual to be responsible for each account type to be referred by the University.
	2. Demonstrate that it maintains fidelity coverage to protect against employee theft and dishonesty in an amount not less than $500,000 combined single limit.
	3. Provide a copy of the most recent annual compliance audit on file with the Inspector General or the Department of Education.
1. The successful bidder agrees to accept all accounts on a referred basis only, with ownership of all interest in the account remaining at all times with the University.
2. The successful bidder agrees to provide a placement acknowledge report for each account placed, with debtor name, date placed, account number, and amount referred, within ten (10) days of receipt from the University.
3. The successful bidder agrees to make no compromise settlement without written authorization from the University.
4. The successful bidder agrees to skip trace accounts with unknown addresses and provide new addresses, places of employment, home telephone numbers, and work telephone numbers to the University.
5. The successful bidder agrees to contact the University for final payoff amounts prior to the settlement of any account.
6. The successful bidder agrees the University is under no obligation to pay a commission fee if a payment to the University is unrelated to efforts undertaken by the agency. Examples are:
* Debtor pays in full to re-enroll in school or have a transcript released.
* Payment is received from the Arkansas Department of Revenue as a debt set-off of the debtor’s State Income Tax refund.
* Debtor is in the Cohort population and makes payment bringing the loan current.
1. The successful bidder agrees to provide copies of bankruptcy petitions requested or bankruptcy petitions granted that are discovered in the collections process. In the event of bankruptcy petitions, the debtor’s account shall be closed and returned.
2. The successful bidder agrees to provide the following on a monthly basis:
	1. By the fifth (5th) of each month, payment of gross collections for the previous month to the University.
* An invoice shall accompany payment.
* Separate payments and invoices are required for each account type (i.e., Federal Perkins Loans, Tuition and Fees, and Parking and Transit).
* Invoices must include the account numbers, names, dates paid, amount paid, commission fee, account balances, and whether the collected amount was paid to the agency or to the University.
* Court costs and other billable costs for litigation accounts must be included on the invoice.
* No commission fees will be paid on accounts reduced due to deferments, cancellations, or returned by the agency as uncollectible.
* Court cost will not be paid by the University without documentation showing the court costs were paid by the agency and documents were filed.
* No commission fees will be paid on amounts collected from checks returned unpaid by a bank.
	1. Placement inventory reports by account type, name, account number, placement date, amount-placed, balance of account, last payment date, and date of last activity.
	2. Status report on litigation accounts by account type, account number, name, placement date, balance, costs, amount of judgment (if any), date of last payment, and status.
	3. Recovery evaluation reports by account type, number and amount of accounts placed, accounts closed and returned to the University, cumulative collections by month and by year of referral. Recovery percentages reported must be on the gross amount placed.
1. The successful bidder agrees to the following for accounts which have authorizations for litigation:
	1. Initiate legal action only after receiving written authorization from the University.
	2. Provide proof that litigation was filed and court costs paid.
	3. Provide the University with copies of all documents, filed with, or issued by, any court pertaining to litigation accounts.
	4. Provide copies of judgments when obtained.
2. The successful bidder agrees to the following for accounts that are closed and returned:
	1. Accounts shall be closed and returned, in a timely manner, when the agency determines the account to be uncollectible, when the agency receives notice of bankruptcy (including Chapter 7, 11, 12, 13), when a written request is received from the University, when a student loan has been rehabilitated per federal regulations or when the account has had no payment for twelve (12) months, unless legal action has been initiated.
	2. To provide a separate report for cancel and return accounts for each account with account number, name, date, gross amount of initial placement, amount collected, amount cancelled, date of last payment, and reason for the close and return.
	3. To provide a separate cancel and return sheet for each account with the account number, name, date, and gross amount of initial placement, amount collected, amount being canceled, date of last payment, and reason for the close and return.
	4. To provide a written summary of the collection attempts made.
	5. Remit to the University any payments received after an account is closed and returned with no commission due or deducted for such payment.

1. The successful bidder agrees to comply with all applicable federal and state law concerning the privacy of student records and the related access to and release of those records.
2. The successful bidder agrees to ensure that all agency personnel have adequate knowledge and training of Federal Regulations, due diligence, deferment, and cancellation provisions related to the Federal Perkins loan programs.
3. The successful bidder agrees to provide training to University personnel in the use of agency’s reports and services.
4. For Federal Perkins Loans only, obtain written, signed repayment agreements from debtors who have agreed to pay and submit an original to the University.
5. The successful bidder agrees the University or its agent may review or audit all agency records related to the University’s accounts after reasonable advance notice. The successful bidder shall maintain records for a period of not less than three (3) years.
6. The successful bidder agrees to suspend action temporarily (up to ten days) on verbal request from the University.
7. The successful bidder agrees to provide any reports necessary for preparation of federal reports that may be required currently or in the future.
8. The successful bidder will report to national credit bureaus based upon criteria prescribed by the University.
9. Borrowers rehabilitating their loans will remit payments directly to the University or ECSI and collection costs will be remitted to the successful bidder.
10. The successful bidder will provide two visits per year by an account representative.

**3. PRICING / FEES**

The following collection contingency fees shall be the sole consideration paid to the successful bidder for its services under this contract for all student accounts receivable, Perkins Loan accounts and other university account receivables:

* 21% collection contingency fee on the delinquent balance of each account collected on first placements
* 26% collection contingency fee on the delinquent balance of each account collected for second or third placements.

**4. VENDOR REFERENCES**

The University requires assurance that the offered services function properly. The University reserves the right to request or obtain additional information. Respondents must supply, with the bid, at least three (3) reference accounts, preferably in higher education, (including persons to contact, telephone numbers, and email addresses) located in the continental United States currently served by respondent. The University reserves the right to contact or visit any of the supplier’s current and/or past customers to evaluate the level of performance and customer satisfaction. **See Appendix I for format.**

**5. RESPONDENTS RESPONSIBILITY TO READ RFP**

 It is the Respondent's responsibility to thoroughly examine and read the entire RFP document. Failure of Respondents to fully acquaint themselves with existing conditions or the amount of goods and work involved will not be a basis for requesting extra compensation after the award of a Contract.

**6. PROJECTED TIMETABLE OF ACTIVITIES**

 The following schedule will apply to this RFP, but may change in accordance with the University's needs:

 March 24, 2015 RFP released to prospective respondents

 April 7, 2015 5:00 PM CST Last date/time University will accept questions

 April 9, 2015 Last date UAF will issue an addendum

 April 14, 2015 Proposal submission deadline 2:30 PM CST

**7. CONTRACT TERM AND TERMINATION**

The term (“Term”) of this contract for any equipment lease or service agreement will be for

 a period beginning from the date of contract and will not exceed seven (7) years. If

 mutually agreed upon in writing by the contractor and the University of Arkansas, the

 University reserves the option to renew this contract on a yearly basis.

 The University may terminate this Agreement without cause, at any time during the Term

 (including any renewal periods), by giving the other party ninety (90) days advance written

 notice of termination. The University, upon initiation of notice of intent to terminate, shall

 immediately cease placing new accounts with the agency. Within ninety (90) days the

 agency shall close and return any accounts placed prior to notice of cancellation that have

 had no payment activity in the proceeding ninety (90) days. At the discretion of the

 University, the agency may keep accounts beyond ninety (90) days after notice of

 cancellation provided periodic payments (at least every thirty (30) days) are collected and

 remitted to the University until such accounts are paid in full.

 Additionally, in the event of non-appropriation of funds necessary to fulfill the terms and

 conditions of this Agreement during any biennium period of the Term (including any

 renewal periods), the parties agree that this Agreement shall automatically terminate

 without notice. Upon award, the agreement is subject to cancellation, without penalty,

either in whole or in part, if funds are not appropriated. The terms, conditions, representations, and warranties contained in the agreement shall survive the termination of the contract.

**8. CONFLICT/PROBLEM RESOLUTION**

UAF expects the contractor to resolve any problems reported as soon as possible. While UAF usually expects the problems to be resolved via telephone calls between UAF and contractor personnel, UAF also reserves the right to require the contactor to provide a representative to attend a meeting on site at UAF for any problems in which the bidder action does not commence within fifteen (15) calendar days of reporting by UAF, or bidder progress is not satisfactory to UAF.

**9. GENERAL INFORMATION FOR BIDDERS**

**9.1 Distributing Organization**

This Request for Proposal (RFP) is issued by the Office of Business Affairs, University of Arkansas, Fayetteville (UAF). The University Purchasing Official is the sole point of contact during this process. Vendor questions regarding all RFP matters should be addressed via email to Whitney Smith, Procurement Coordinator, Office of Business Affairs, wesmith@uark.edu.

 During the time between the bid opening and contract award(s), with the exception regarding vendor questions during this process, any contact concerning this RFP will be initiated by the issuing agency and not the respondent. Specifically, the persons named herein will initiate all contact.

 **ADDENDA:** In the event it becomes necessary to revise any part of this RFP, any updates and addenda to this RFP will be available on HogBid, the University of Arkansas bid solicitation web site: http://hogbid.uark.edu/. Respondents shall not rely on any other interpretations, changes, or corrections. It is the Respondent's responsibility to thoroughly examine and read the entire RFP document and any addenda to this RFP. Failure of Respondents to fully acquaint themselves with existing conditions will not be a basis for requesting extra compensation after the award of a Contract.

**9.2 Agency Employees and Agents**

The Company shall be responsible for the acts of its employees and agents while performing services pursuant to the Agreement. Accordingly, the Company agrees to take all necessary measures to prevent injury and loss to persons or property while on the University premises. The Company shall be responsible for all damages to persons or property on and off campus caused solely or partially by the Company or any of its agents or employees. Company employees shall conduct themselves in a professional manner and shall not use the University’s facilities for any activity or operation other than the operation and performance of services as herein stated. The University reserves the right to deny access to any individual. The following conduct is unacceptable for the Company’s employees and agents: foul language, offensive or distasteful comments related to age, race, ethnic background or sex, evidence of alcohol influence or influence of drugs, refusal to provide services requested, refusal to make arrangements for additional services needed and general rudeness. The Company shall require standard criminal background checks on all employees of the Company in advance of the performance of any on-campus duties. Employees whose background checks reveal felony convictions of any type are to be either removed from all support activities on the University campus or reported to the University for review and approval in advance of the performance of any on-campus duties.

**9.3 Tobacco Free Campus**

Smoking and the use of tobacco products (including cigarettes, cigars, pipes, smokeless tobacco, and other tobacco products), as well as the use of electronic cigarettes, by students, faculty, staff, contractors, and visitors, are prohibited at all times on and within all property, including buildings, grounds, and Athletic facilities, owned or operated by the University of Arkansas and on and within all vehicles on University property, and on and within all University vehicles at any location.

**9.4 Disputes**

The successful vendor and the University agree that they will attempt to resolve any disputes in good faith. The vendor and the University agree that the State of Arkansas shall be the sole and exclusive venue for any litigation or proceeding that may arise out of or in connection with this contract. The vendor acknowledges, understands and agrees that any actions for damages against the University may only be initiated and pursued in the Arkansas Claims Commission. Under no circumstances does the University agree to binding arbitration of any disputes or to the payment of attorney fees, court costs or litigation expenses.

**9.5 Conditions of Contract**

The successful bidder shall at all times observe and comply with federal and Arkansas State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of work. The successful bidder shall indemnify and save harmless the University and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the successful bidder.

**9.6 Contract Information**

 Respondents should note the following regarding the State’s contracting authority, and amend any documents accordingly. Failure to conform to these standards may result in rejection of agency response:

 A. The State of Arkansas may not contract with another party:

1. To pay any penalties or charges for late payment or any penalties or charges which in fact are penalties for any reason.

2. To indemnify and defend that party for liability and damages. Under Arkansas law the University of Arkansas may not enter into a covenant or agreement to hold a party harmless or to indemnify a party from prospective damages. However, with respect to loss, expense, damage, liability, claims or demands either at law or in equity for actual or alleged injuries to persons or property arising out of any negligent act or omission by the University and its employees or agents in the performance of this Agreement, the University agrees with the successful party that: (a) it will cooperate with the successful party in the defense of any action or claim brought against the successful party seeking the foregoing damages or relief; (b) it will in good faith cooperate with the successful party should the successful party present any claims of the foregoing nature against University to the Claims Commission of the State of Arkansas; (c) it will not take any action to frustrate or delay the prompt hearing on claims of the foregoing nature by the said Claims Commission and will make reasonable efforts to expedite said hearing; provided, however, the University reserves its right to assert in good faith all claims and defenses available to it in any proceedings in said Claims Commission or other appropriate forum. The obligations of this paragraph shall survive the expiration or termination of this agreement.

3. Upon default, to pay all sums that become due under a contract.

4. To pay damages, legal expenses, or other costs and expenses of any party.

5. To conduct litigation in a place other than Washington County, Arkansas.

6. To agree to any provision of a contract that violates the laws and constitution of the State of Arkansas.

B. A party wishing to contract with UAF should:

1. Remove any language from its contract which grants to it any remedies other than:

- The right to possession.

- The right to accrued payment.

- The right to expenses of de-installation.

2. Include in its contract that the laws of the State of Arkansas govern the contract.

3. Acknowledge in its contract that contracts become effective when awarded by the University Purchasing Official.

**9.7 Reservation**

This RFP does not commit UAF to award a contract, to pay costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies. UAF reserves the right to accept or reject (in its entirety), any response received as a result of this RFP, if it is in the best interest of the University to do so. In responding to this RFP, respondents recognize that the University may make an award to a primary vendor; however, the University reserves the right to purchase like and similar services from other agencies as necessary to meet operation requirements.

**9.8 Qualifications of Bidder**

The University may make such investigations as deems necessary to determine the ability of the bidder to meet all requirements as stated within this bid request, and the bidder shall furnish to the University all such information and data for this purpose that the University may request. The University reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the University that such bidder is properly qualified to carry out the obligations of the Agreement.

**9.9 Default**

If at any time the services become unsatisfactory, or the contractor fails to carry out or comply with any of the Terms and Conditions of the contract with the University, the University will give written notice to the contractor of such failure or default and demand that the failure or default be remedied within fifteen (15) calendar days, and in the event the contractor fails to remedy such failure or default within the fifteen (15) calendar day period, the University shall have the right to cancel the contract upon thirty (30) days written notice. The cancellation of the contract, under any circumstances whatsoever, shall not effect or relieve contractor from any obligation or liability that may have been incurred or will be incurred pursuant to the contract and such cancellation by the University shall not limit any other right or remedy available to the University by law or in equity.

**9.10 Non Waiver of Defaults**

Any failure of the University at any time, to enforce or require the strict keeping and performance of any of the terms and conditions of this agreement shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of the University at any time to avail itself of same.

**9.11 Independent Parties**

Vendor acknowledges that under this contract it is an independent vendor and is not operating in any fashion as the agent of the University. The relationship of the vendor and University is that of independent contractors, and nothing in this contract should be construed to create any agency, joint venture, or partnership relationship between the parties.

**9.12 Governing Law**

The parties agree that this contract, including all amendments thereto, shall be construed and enforced in accordance with the laws of the State of Arkansas, without regard to choice of law principles. Consistent with the foregoing, this contract shall be subject to the Uniform Commercial Code as enacted in Arkansas.

**9.13 Proprietary Information**

Proprietary information submitted in response to this bid will be processed in accordance with applicable University of Arkansas procurement procedures. All material submitted in response to this bid becomes the public property of the State of Arkansas and will be a matter of public record and open to public inspection subsequent to bid opening as defined by the Arkansas Freedom of Information Act. The Respondent is hereby cautioned that any part of its bid that is considered confidential, proprietary, or trade secret, must be labeled as such and submitted in a separate envelope along with the bid, and can only be protected to the extent permitted by Arkansas law.

**9.14 Disclosure**

Disclosure is a condition of this contract and the University of Arkansas cannot enter into any contract for which disclosure is not made.

 Arkansas’s Executive Order 98-04 requires all potential contractors disclose whether the

 individual or anyone who owns or controls the business is a member of the Arkansas

 General Assembly, constitutional officer, state board or commission member, state

 employee, or the spouse or family member of any of these. If this applies to the bidder’s

 business, the bidder must state so in writing.

**9.15 Proposal Modification**

Proposals submitted prior to the Proposal opening date may be modified or withdrawn only by written notice to the University of Arkansas. Such notice must be received by the University Purchasing Official prior to the time designated for opening of the Proposal. Respondent may change or withdraw the Proposal at any time prior to Proposal opening; however, no oral modifications will be allowed. Only letters or other formal written requests for modifications or corrections of a previously submitted Proposal that are addressed in the same manner as the Proposal and that are received prior to the scheduled Proposal opening time will be accepted. The Proposal, when opened, will then be corrected in accordance with such written requests, provided that the written request is contained in a sealed envelope that is clearly marked with the RFP number and “Modification of Proposal”. No modifications of the Proposal will be accepted at any time after the Proposal due date and time.

**9.16 Prime Contractor Responsibility**

Single and joint vendor bids and multiple bids by vendors are acceptable. However, the selected bidder(s) will be required to assume prime contractor responsibility for the contract and will be the sole point of contact with regard to the award of this RFP.

In this RFP, it is required that bidders consider the entire contract for primary and secondary referral agencies, and therefore submit proposals for both primary and secondary referrals.

**9.17 Warranty**

 The vendor must:

 A. Define the provisions of the warranty regarding response time for service and support.

 B. Outline the standard or proposed plan of action for correcting problems during the

 warranty period.

 C. Respondents must itemize any components, services, and labor that are excluded from

 warranty.

**9.18 Errors and Omissions**

The Respondent is expected to comply with the true intent of this RFP taken as a whole and shall not avail itself of any errors or omissions to the detriment of the services. Should the Respondent suspect any error, omission, or discrepancy in the specifications or instructions, the Respondent shall immediately notify the University Purchasing Official, in writing, and the University of Arkansas shall issue written instructions to be followed. The Respondent is responsible for the contents of its Proposal and for satisfying the requirements set forth in the RFP.

**9.19 Award Responsibility**

The University Purchasing Official will be responsible for award and administration of any resulting contract(s). The University reserves the right to reject any or all bids, or any portion thereof, to re-advertise if deemed necessary, and to investigate any or all bids and request additional information as necessary in order to substantiate the professional, financial and/or technical qualifications of the Bidders.

 Contract(s) will be awarded to the Bidder(s) whose proposal adheres to the conditions set forth in the RFP, and in the sole judgment of the University, best meets the overall goals and financial objectives of the University. A resultant contract will not be assignable without prior written consent of both parties.

**9.20 Confidentiality and Publicity**

 From the date of issuance of the RFP until the opening date, the Respondent must not make available or discuss its Proposal, or any part thereof, with any employee or agent of the University of Arkansas. The Respondent is hereby warned that any part of its Proposal or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by law. All material submitted in response to this RFP becomes the property of the University of Arkansas.

News release(s) by a vendor pertaining to this RFP or any portion of the project shall not be made without prior written approval of the University Purchasing Official. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the respondent's bid. The University Purchasing Official will not initiate any publicity relating to this procurement action before the contract award is completed. Employees of the company awarded the contract may have access to records and information about University processes, employees, including proprietary information, trade secrets, and intellectual property to which the University holds rights. The company agrees to keep all such information strictly confidential and to refrain from discussing this information with anyone else without proper authority.

**9.21 Respondent Presentations**

The University of Arkansas reserves the right to, but is not obligated to, request and

 require that final contenders determined by the Evaluation Committee provide a formal

 presentation of their Proposal at a date and time to be determined by the Evaluation

 Committee. Respondents are required to participate in such a request if the University of

 Arkansas chooses to engage such opportunity.

 In the event UAF deems it necessary to have the bidder further explain or demonstrate

 various portions of the proposal, the bidder shall provide oral and/or written information to

 comply with the requirement. UAF will schedule the time and location of each

 presentation, should this option be chosen. All presentations are subject to be recorded.

**9.22 Excused Performance**

In the event that the performance of any terms or provisions of this Agreement shall be

 Delayed or prevented because of compliance with any law, decree, or order of any

 governmental agency or authority, either local, state, or federal, or because of riots, war,

 acts of terrorism, public disturbances, unavailability of materials meeting the required

 standards, strikes, lockouts, differences with workmen, fires, floods, Acts of God, or any

 other reason whatsoever which is not within the control of the party whose performance is

 interfered with and which, by the exercise of reasonable diligence, such party is unable to

 prevent (the foregoing collectively referred to as "Excused Performance"), the party so

 interfered with may at its option suspend, without liability, the performance of its

 obligations during the period such cause continues, and extend any due date or deadline

 for performance by the period of such delay, but in no event shall such delay exceed six

 (6) months.

**9.23 Funding Out Clause**

If, in the sole discretion of the University, funds are not allocated to continue this

 Agreement, or any activities related herewith, in any future period, then the University will

 not be obligated to pay any further charges for services, beyond the end of the then

 current period. The Company will be notified of such non-allocation at the earliest possible

 time. No penalty shall accrue in the event this section is exercised. This section shall not

 be construed so as to permit the University to terminate the Agreement in order to acquire

 similar service from a third party.

**9.24 Indicia**

The respondents and the Company acknowledges and agrees that the University owns

 the rights to its name and its other names, symbols, designs, and colors, including without

 limitation, the trademarks, service marks, designs, team names, nicknames, abbreviations,

 city/state names in the appropriate context, slogans, logo graphics, mascots, seals, color

 schemes, trade dress, and other symbols associated with or referring to the University of

 Arkansas that are adopted and used or approved for use by the University (collectively the

 “Indicia”) and that each of the Indicia is valid. Neither any respondent nor Company shall

 have any right to use any of the Indicia or any similar mark as, or a part of, a trademark,

 service mark, trade name, fictitious name, domain name, company or corporate name, a

 commercial or business activity, or advertising or endorsements anywhere in the world

 without the express prior written consent of the University. Any domain name, trademark or

 service mark registration obtained or applied for that contains the Indicia or any similar

 mark upon request shall be assigned or transferred to the University without

 compensation.

**9.25 RFP Interpretation**

Interpretation of the wording of this document shall be the responsibility of the University of Arkansas and that interpretation shall be final.

**9.26 Time is of the Essence**

Vendor and University agree that time is of the essence in all respects concerning the award of contract(s) and performance herein.

**10. INSTRUCTION TO BIDDERS**

**10.1** Respondents must comply with all articles of the Standard Terms and Conditions documents posted on our Hogbid website as counterpart to the RFP document, and any associated appendices, as well as all articles within the RFP document. The University of Arkansas is not responsible for any misinterpretation or misunderstanding of these instructions on the part of the Bidders.

**10.2** Respondents must address each section of the RFP. An interactive version of the RFP document will be posted on our Hogbid website. Bidders can insert responses into the document provided, or create their own response document making sure to remain consistent with the numbering and chronological order as listed in our RFP document. Ultimately, bidders must ‘acknowledge’ each section of our document in their bid response.

In the event that a detailed response is not necessary, the respondent shall state ACKNOWLEDGED as the response to indicate that the respondent acknowledges, understands, and fully complies with the specification. If a description is requested, please insert detailed response accordingly. Bidder’s required responses should contain sufficient information and detail for the University to further evaluate the merit of the vendor’s response. Failure to respond in this format may result in bid disqualification.

**10.3**Any exceptions to any of the terms, conditions, specifications, protocols, and/or other requirements listed in this RFP must be clearly noted by reference to the page number, section, or other identifying reference in this RFP. All information regarding such exceptions to content or requirements must be noted in the same sequence as its appearance in this RFP.

**10.4** Proposals will be publicly opened in the Purchasing Office, Room 321 Administration Building, The University of Arkansas, Fayetteville, Arkansas, 72701, at 2:30 p.m. CST, on the proposal due date. All responses must be submitted in a sealed envelope with the response number clearly visible on the OUTSIDE of the envelope/package. No responsibility will be attached to any person for the premature opening of a response not properly identified.

 **Agencies must submit one (1) signed original and three (3) signed copies of their response.** Responses must be received at the following location prior to the time and date specified within the timeline this RFP:

 **University of Arkansas, Fayetteville**

 **Business Affairs, Purchasing Division**

 **Administration Building, Room 321**

 **1125 W. Maple St**

 **Fayetteville, Arkansas 72701**

 One (1) copy of referenced or otherwise appropriate descriptive literature must accompany a submitted bid. **All bid documents must also be submitted on a CD-ROM or USB Flash drive** (labeled with the respondent’s name and the Bid Number), readable by the University, with the documents in Microsoft Windows versions of Microsoft Word, Microsoft Excel, Microsoft Visio, Microsoft PowerPoint, or Adobe PDF formats; other formats are acceptable as long as that format’s viewer is also included or a pointer is provided for downloading it from the Internet. Responses shall be publicly opened and announced at that time.

 **NOTE: No award will be made at bid opening. Only names of respondents and a preliminary determination of proposal responsiveness will be made at this time.**

 Respondents may deliver their responses either by hand or through U.S. Mail or other available courier services to the address shown above. **Include the RFP name and number on the outside of each package and/or correspondence related to this RFP.** No call-in, emailed, or faxed responses will be accepted. The Respondent remains solely responsible for insuring that its response is received at the time, date, and location specified. The University of Arkansas assumes no responsibility for any response not so received, regardless of whether the delay is caused by the U.S. Postal Service, University Postal Delivery System, or some other act or circumstance. Responses received after the time specified in this RFP will not be considered. **All responses received after the specified time will be returned unopened**.

**10.5** For a bid to be considered, an official authorized to bind the respondent to a resultant contract must include signature in the blank provided on the RFP cover sheet. Failure to sign the response as required will eliminate it from consideration.

**10.6** All official documents, including responses to this RFP, and correspondence shall be included as part of the resultant contract.

**10.7** The University Purchasing Official reserves the right to award a contract or reject a bid for any or all line items of a bid received as a result of this RFP, if it is in the best interest of the University to do so. Bids will be rejected for one or more reasons not limited to the following:

* + - * 1. Failure of the bidder to comply with all articles in the Standard Terms and

 Conditions and with all articles within this RFP document.

* + - * 1. Failure of the vendor to submit the bid(s) and bid copies as required in this RFP on

or before the deadline established by the issuing agency.

* + - * 1. Failure of the vendor to respond to a requirement for oral/written clarification, presentation, or demonstration.
				2. Failure to provide the bid security or performance security if required.
				3. Failure to supply vendor references if required.
				4. Failure to sign an Official Bid Document.
				5. Failure to complete the Official Bid Price Sheet.
				6. Any wording by the respondent in their response to this RFP, or in subsequent correspondence, which conflicts with or takes exception to a bid requirement in this RFP.

**10.8** If the bidder submits standard terms and conditions with the bid, and if any section of those terms is in conflict with the laws of the State of Arkansas, the State laws shall govern. Standard terms and conditions submitted may need to be altered to adequately reflect all of the conditions of this RFP, the bidder's responses and Arkansas State law.

**11. COMPANY OVERVIEW**

The supplier shall provide a general overview of the company including the following information:

* Foundation date
* Description of core activities
* Major company locations
* Total number of clients
* Total number of clients in higher education
* Current financial status and revenues – Overview only

**12. BEST AND FINAL OFFER**

The University of Arkansas reserves the right to request a Best and Final Offer from finalist Respondents, if it deems such an approach necessary. In general, the Best and Final Offer would consist of updated costs as well as answers to specific questions that were identified during the evaluation of Proposals.

 If the University of Arkansas chooses to invoke this option, responses would be re- evaluated by incorporating the information requested in the Best and Final Offer document, including costs, and answers to specific questions presented in the document. The specific format for the Best and Final Offer would be determined during evaluation discussions.

**13. SPECIFICATIONS / SERVICES REQUESTED**

Bidders must submit the information requested below for review and evaluation. This

 information must be sequenced and numbered as below. Bids not sequenced and

 numbered in this order may be disqualified:

1. The bidder must provide a listing of Universities/Colleges, not to exceed twenty-five (25) for which you now provide collection services. Include name, position, telephone number, address, fax number, and if available the E-mail of a contact person at each organization. The University reserves the right to contact any clients of your firm whether or not they have been identified in your response.
2. The bidder for the collection of Federal Perkins Loan accounts must provide a copy of the firm’s most recent Title IV HEA Compliance audit and audited Financial Statements.
3. A narrative description of the organization and its history.
4. An organizational chart.
5. A list of current employees specialized in the collection of student loans and educational accounts. For each employee, include the total number of years experience in collections and the number of years experience in collecting student loans and college and university receivables.
6. A narrative description of the agency’s collection philosophy not to exceed two (2) single spaced pages in length.
7. A narrative description of criteria used to determine collections attempts to be made for an account based on the type of account, dollar value of account, location of debtor, etc.
8. A narrative description of skip-tracing procedures. List the specific procedures used based on the type of account, the dollar value of accounts, last known location of debtor, etc.
9. A narrative description of how collection attempts are documented, how management verifies collections attempts have occurred, how accounts are determined to be uncollectible, and how management verifies uncollectible determination as accurate.
10. A narrative description of the procedures followed for accounts to be litigated and procedures for follow-up on litigated accounts.
11. A narrative description of the computer systems (hardware and software) utilized for collection activity and reporting account-maintenance to customers.
12. A detailed description of any complaints filed with state or federal agencies or law suits filed against agency, in the last (5) years, including outcome or current status.
13. Descriptions and samples of reports and the frequency they will be provided to the University.
14. A schedule of other fees and charges for which the agency bills. For example, court costs on litigated accounts.
15. Current client list with contact person for at least 20 clients.
16. The bidder must demonstrate ability and commitment on the agency’s part to all applicable sections of the Gramm Leach Bliley Act, the Federal Family Educational Rights and Privacy Act, the Red Flag Rule and in any applicable State or Federal law, including Fair Dept Collection Practices Act or to not violate any guidelines established by the Federal Trade Commission.
17. The bidder must provide the following information:
18. How long has your agency been involved in federal student loan collections?
19. What percentage of your accounts are student loan accounts (do not include other student receivables)?
20. How many colleges and universities do you currently provide service to in the area of student loan receivables?
21. What is the dollar value of student loan accounts that were placed with the agency in 2012,2013 and 2014?
22. Is there a person in the agency specifically assigned to monitoring, instituting procedures, and disseminating information to collectors with regards to changes in federal student loan regulations? If yes, please indicate the name of the person.
23. Describe the procedures and techniques used in training collectors in the regulations regarding collection of federal Perkins loans.
24. What is the recovery rate for first referrals of NDSL/Perkins loan accounts placed with your agency? Second referrals?
25. What is your procedures on handling deferment requests to your agency?
26. List any memberships in national trade associations.

**14. EVALUATION CRITERIA AND SELECTION PROCESS**

It is the intent of the University to issue contracts to three collection agencies for first, second and third placement collections. The accounts will be split between the agencies for first placement. If collection efforts are unsuccessful, the accounts will be sent to another agency for second and third efforts. First placements will be adjusted based on collection performance.

Selections shall be made in the best interest of the University, based on UAF assessment of those respondent(s) deemed to be the most qualified and responsible firm(s) to provide adequate service, and who submits the best overall proposal based on an evaluation of all responses. In awarding the contract, UAF may take into consideration the skill, facilities, capacity, experience, ability, responsibility, previous work, reputation, financial standing of the respondents, and the amount of other work being carried on by the respondent.

Where contract negotiations with a respondent do not proceed to an executed contract within a time deemed reasonable by UAF (for whatever reasons), UAF may reconsider the proposals of other respondents and, if appropriate, enter into contract negotiations with one or more of the other respondents. Each response will receive a complete evaluation and will be assigned a score of up to 100 points possible based on the following items:

1. Quality of Agency collection philosophy, policies, procedures, and systems **(20 Points)**

Agency with the highest rating shall receive twenty (20) points. Points shall be assigned based on factors within this category.

1. Quality of Agency federal student loan collections **(20 Points)**

Agency with highest rating shall receive twenty (20) points. Points shall be assigned based on factors within this category.

1. Quality of References **(20 Points)**

Agency with highest rating shall receive twenty (20) points. Points shall be assigned based on factors within this category.

1. Quality of Required Reports **(10 Points)**

Agency with highest rating shall receive ten (10) points. Points shall be assigned based on factors within this category.

1. Quality of Agency personnel collecting University accounts **(10 Points)**

Agency with highest rating shall receive ten (10) points. Points shall be assigned based on factors within this category.

1. Quality and Utility of other services and reports **(10 Points)**

Agency with highest rating shall receive ten (10) points. Points shall be assigned based on factors within this category.

1. Agency only collects on student receivables and student loans **(10 Points)**

Agency will receive ten (10) points.

Failure of the Respondent to provide in his/her proposal any information requested in this RFP may result in disqualification of his/her proposal and shall be the responsibility of the respondent.

**APPENDIX I: Bidder Information/Reference**

Bidder must provide the following information as part of this proposal:

1. Respondent Representative

 Contact Name

 Telephone

 Email Address

 Address

2. References of your current customer(s) as specified in **Section 4** of this RFP document:

 a. Company/Organization Name:

 Contact Name

 Telephone

 Email Address

 Address

 b. Company/Organization Name:

 Contact Name

 Telephone

 Email Address

 Address

 c. Company/Organization Name:

 Contact Name

 Telephone

 Email Address

 Address