

**UNIVERSITY OF ARKANSAS**  
**RFP #031022**  
**PRE-COLLECTION AND COLLECTION SERVICES**

**Q&A #1**

1. Pg 4, Scope of Work: Does the University require a copy of the annual compliance audit with the response or upon award?

Answer:

The RFP states that the successful respondent shall provide the annual compliance audit before any accounts are placed with them. The respondent can either acknowledge the statement now and provide the audit at a later date or provide the audit with the RFP response.

2. Pg 5, Scope of Work, Item M.a: Will the University please confirm that fees will be paid to agency for direct payments made after collection efforts have been initiated regardless of reason consumer pays the balance?

Answer:

Section 2.I. states that the successful Respondent shall agree that 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 include, but are not limited to: a. Debtor pays in full to re-enroll in school or have a transcript released; b. Payment is received from the Arkansas Department of Revenue as a debt set-off of the debtor's State Income Tax refund; c. A Perkins loan debtor is in the cohort population and makes payment bringing the loan current. The University has worked well with current vendors to determine if a payment was the result of University collection efforts or vendor collection efforts. We intend to continue to work with our future vendors to fairly determine the cause of payment.

3. Pg 11, Item 9.12: Can the University please confirm they want hard copy confidential information submitted via sealed envelope?

Answer:

Submittal of confidential documents is not required. Should respondent choose to submit confidential information, follow procedure outlined in Item 9.12.

4. Pg 17, Item 10.4: Can the University please confirm they want one (1) electronic copy with proprietary information redacted.

Answer:

Submittal of a redacted document is not required. Should respondent choose to submit a redacted copy, follow procedure outlined in Item 10.4.

5. Pg 17, Item 10.4: Does the University require separate media for the 5 soft copies of the response, or can all 5 soft copies be submitted on one USB flash drive?

Answer:

Please provide 5 separate soft copies on separate media, such as USB flash drives.

6. Can the University please provide a copy of its Student Financial Agreement?

Answer:

Document is attached at the end of this QA document.

7. Does the University place collection fees on non-federal accounts?

Answer:

The University places collection fees on non-federal accounts that have a signed or e-signed financial agreement.

8. Does the University currently pass along collections costs to the affected students?

Answer:

The University places collection fees on accounts that have a signed or e-signed financial agreement.

9. Does the University of Arkansas require a student to acknowledge a Student Financial Agreement (SFA) each year? Term?

- a. If so, when was the SFA Implemented?
- b. How is the SFA acknowledged?

Answer:

The University requires students to accept the student financial agreement each term in order to register for classes.

- a. 2015.
- b. Electronically through the Student Information System.

10. If applicable, will accounts held by any incumbent(s) or any backlog be moved to any new vendor(s) as a one-time placement at contract start up?

Answer:

As stated in section 1, accounts currently placed with pre-collection or collection agencies with continuous payment activity or other activity mutually agreed upon by UA and the current vendor(s) are not in-scope for this RFP.

11. In regards to 2. Scope of Work, I. (page 4): "The successful Respondent shall agree that 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 include, but are not limited to:

- a. Debtor pays in full to re-enroll in school or have a transcript released.
- b. Payment is received from the Arkansas Department of Revenue as a debt set-off of the debtor's State Income Tax refund.
- c. A Perkins loan debtor is in the cohort population and makes payment bringing the loan current."

Is there a timeline associated with the "no obligation to pay a commission fee ..." (i.e. 24 hours within assigning, 5 days, 10 days, etc.)?

Answer:

There is not a timeframe associated with this statement. The University has worked well with current vendors to determine if a payment was the result of University collection efforts or vendor collection

efforts. We intend to continue to work with our future vendors to fairly determine the cause of payment.

12. Is the University of Arkansas willing to accept a digital signature for the required RFP Signature Page (page 1)?

Answer:

Readable digital signature is acceptable.

13. Section 9.17 Warranty – May you please provide an additional definition of the warranty regarding the “service”? What type of, or in what context is the warranty being requested?

Answer:

Please disregard this section; it was mistakenly not omitted.

14. What is expected in the pre collection portion of the RFP? (Example – letters, skip tracing, and phone calls.) If letters – would this be under the school’s letterhead?

Answer:

The University is open to proposals containing various methods of pre-collection. Our current vendor sends a letter series on their letterhead directing payment to us.

15. RFP Document (Page 2) - "...any State public procurement unit, including any University of Arkansas System campus or unit, may participate in any contract resulting from this solicitation..." Have any other Colleges or Universities opted to use the UA contract?

Answer:

None to our knowledge; one unit has expressed possible interest.

16. RFP Document (Page 11) - 9.12 instructs bidders to submit confidential info in a separate envelope; 10.4 instructs bidders to provide a redacted copy of the proposal with confidential info removed. Please clarify which of these methods should be followed.

Answer:

See Questions 3 and 4 above.

17. RFP Document (Page 17) - 10.4 instructs bidders to submit five (5) soft copies of our proposal; the Standard Terms and Conditions document (Page 5) instructs bidders to submit two (2) soft copies. Please clarify which is correct.

Answer:

Please submit five (5) soft copies as instructed in the RFP document.

18. RFP Document (Page 20) - Item 14, K prompts bidders to provide a schedule of fees and charges and gives pre-collection as an example. Earlier, in section 3, bidders are instructed to provide pricing on the Official Price Sheet (Appendix I). Please confirm that all pricing should be disclosed on the Price Sheet only.

Answer:

We prefer that all fees and charges be listed on the Official Price Sheet and "Acknowledged" be written on Item 14, K.

19. How will a bidder's MWOB status and/or subcontractor participation be scored?

Answer:

This does not affect scoring; information is for reporting purposes.

20. Will Pre-Collection accounts be loaded into our agency's system, or would we be working off of the University's system?

Answer:

Typically, data from the University's system is sent to the agency to be loaded into the agency's system.

21. Will there be Connectivity from our system to the University's system?

Answer:

Typically, there is no connectivity from the agency's system to the University's system.

22. Will our agents work with the account as a University rep or an NES rep?

Answer:

Please feel free to discuss the pros and cons of either way.

23. Is the VPAT form a requirement?

Answer:

The VPAT form is not applicable to this RFP event.

24. May we submit an Internal Policy that we adhere to in place of the VPAT form?

Answer:

The VPAT form is not applicable to this RFP event.

25. Regarding subsection 10.2, do you require Respondents to write "Acknowledge" at each main section level, i.e. 9, 10 etc, instead of at the subsection level, i.e. 10.1, 10.2 etc.?

Answer:

It is preferred at the subsection level.

26. Under Performance Timeline, page 8 of the Standard Terms and Conditions, please clarify the meaning of "begin performance" in the following statement: "Contractor agrees to begin performance of this Agreement within ten (10) calendar days after it receives notice from the University that the Agreement has received legislative approval, if necessary, or the final contract has been signed by both parties, whichever is later (the "Commencement Date")."

Answer:

Winning bidder will receive a copy of the State of Arkansas Services Contract after approval by Legislative Council. Performance is to begin after receipt of that document.

27. Items in Sections 2 and 14 seem to randomly pertain to either Pre-Collection or Collection services. If a Respondent is responding to only one or the other, is a response of "Not Applicable" acceptable for items not within the scope of services provided by the Respondent?

Answer:

Yes.

28. Subsection 9.24 references an express written consent process to use the University's name and logo. Can the University explain the process for seeking such approval if use of the University's name and logo will be required to provide the services described in the RFP (i.e. use solely for services and not for marketing or other commercial use)?

Answer:

Should winning bidder require use of UofA trademarks/logos, approval by the University's Trademark & Licensing area will be required. Direction would be provided at that time.

29. Subsection 9.27 references a Professional Service or Technical/General Services Contract that a successful bidder may be required to enter into. Could the University kindly clarify if this will be required for this RFP?

Answer:

Yes – a State of Arkansas Services Contract will be required.

30. Further to Section 1 Description and Overview of the RFP:

- a. Please could you provide the number/dollar amount of past due student accounts at the end of each term in 2019, 2020 and 2021?
- b. Of the past due accounts noted above, please could you provide the number/dollar amount that the University placed with a collection agency each term in 2019, 2020 and 2021?
- c. How does the University staff currently work past due student accounts; what is the process and timeline before agency placement?
- d. How many staff does the University have handling past due accounts or is this combined with another job function? If this is part of another job function would it be possible for you to advise how many hours/days a week is spent on pre-collection efforts?
- e. What collection agencies does the University currently place with?

Answer:

- a. The requested data is not readily available.
- b. The requested data is not readily available and would be skewed due to our internal collections processes, COVID-19, and staff turnover.
- c. Electronic bills are sent to the students throughout the semester and holds are placed at 30 days past due. Once the semester is over, 3 letters (one per month) in increasing severity are mailed to the students. Next, the accounts are sent to a pre-collection agency. After returning from the pre-collection agency, the accounts are divided between our current 3 collection agencies and sent as first placements. After returning from first placement, the accounts are sent to one of the 2 other

collection agencies as second placements. After returning from second placement, the accounts are deemed uncollectible and written off.

- d. When fully staffed, there are 5 staff members in the collections area. The primary job duties of these individuals involve collections, but at peak customer service times and when there are other staff shortages in the office, they may be temporarily pulled away from their duties. The 5 staff members include a Collections Manager (Manages the collections staff), 2 Student Account Officers (focused primarily on Perkins loan and student accounts), a Business Customer collector (focused primarily on business customer accounts), and a Coding collector (focused primarily on coding the accounts through the collections process and bankruptcies).
- e. The information requested has been deemed to be irrelevant to an RFP response.

31. What percentage of placements in dollar and number of accounts did not qualify for commissions under Section I. a and b on page 4 under the scope of work?

Answer:

The requested data is not currently available, but it is a very small percentage overall.

32. How long will accounts stay in Pre-Collection?

Answer:

The length of time the accounts stay with a Pre-Collection agency will depend on the method of proposed services.

33. How long will accounts stay in the different stages of collections?

Answer:

Section 2.M.a. states that 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, 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 six (6) months, unless legal action has been initiated.

34. What percentage of accounts go to litigation?

Answer:

Very few, if any, accounts go to litigation.

35. What is your current percentage of recovery with your vendors?

Answer:

The information requested has been deemed to be irrelevant to an RFP response.

36. How many vendors are you looking for in each of the different stages?

Answer:

Currently, we send pre-collection accounts to one pre-collection agency. First and second collections placements are divided between 3 collection agencies. The University reserves the right to award services to one or multiple agencies for pre-collection services and, separately, to one or multiple agencies for collections services.

37. We are a current vendor with the UofA receiving payments via ACH. I will make sure we are properly registered is there anything else we need to submit at this time such as an intent to bid etc.?

Answer:

No. There is no intent to bid document for this RFP.



By registering for courses at the University of Arkansas, I accept responsibility for payment by the due date of all university charges assessed to my student account, including tuition and fees. I fully accept this debt as my personal financial responsibility. I acknowledge that non-attendance does not relieve me of the financial responsibility for the courses in which I am enrolled and, that I may access my bill online to remain abreast of any outstanding balances or other financial obligations. I must adhere to university procedures for dropping or withdrawing from courses. I both understand and agree that, should I fail to make the required full payment, sign up for a payment plan or receive financial aid to meet the balance by the established deadline, I may be charged late payment fees or interest, I will be restricted from registering for additional courses this semester or for future semesters and my transcripts and diplomas will be placed on hold.

I understand that the university sends email notifications to communicate important updates and that I am responsible for reading the emails I receive from the University of Arkansas on a timely basis. I hereby authorize the University of Arkansas and/or its agents, including attorneys and/or collection agencies, to contact me via cellular telephone, and/or all forms of electronic technology (including, but not limited to, text messaging, e-mail and other technologies now existing or developed in the future) through current or future information obtained. I authorize the University of Arkansas and its agents and contractors to use automated telephone dialing equipment, artificial or pre-recorded voice or text messages, and personal calls and emails, in their efforts to contact me. Furthermore, I understand that I may withdraw my consent to call my cellular phone by submitting my request in writing to the University of Arkansas Treasurer's Office or in writing to the applicable contractor or agent contacting me on behalf of the University of Arkansas.

In the event that I fail to make payments on the financial obligations and it becomes necessary for the University of Arkansas to place this account for collection, I agree to reimburse the University of Arkansas the fees of any collection agency, which may be based on a percentage at a maximum of 33% of the debt, and all costs and expenses, including reasonable attorney's fees, incurred in such collection efforts. As further part of this Agreement I also covenant, agree and consent to the University's use of my Social Security number for internal and external credit reporting and collection purposes for all charges incurred against my account with the University of Arkansas.

I further understand that my acceptance of this agreement represents my covenant and acceptance of my tuition account balance qualifying as a qualified education loan under I.R.C. 221 or 26 U.S.C §221, and as such, its exemption from discharge under the federal bankruptcy code, 11 U.S.C 523(a) (8). In the event I should seek to discharge any unpaid portion of my debt identified in this Agreement, then this Agreement shall serve as conclusive proof that I am indebted to the University, and I hereby appoint and authorize the University to act as my attorney-in-fact to dismiss any action I may file seeking to discharge my debt and/or obligations under this Agreement. As such, I further expressly consent to the immediate entry of an order of dismissal of any action I may file at any time seeking to discharge my debt and/or obligations under this Agreement.

I understand that, under the authority of Act 372 of 1983 (Ark. Code Ann. § 26-36-301 et seq.) and Act 987 of 1985 (Ark. Code Ann. §26-36-309), the University of Arkansas is required to certify the amount of my unpaid University debt to the Revenue Division of the Arkansas Department of Finance and Administration for application of any future income tax refunds. Any Arkansas State Income Tax refunds will be sent to the University of Arkansas and will be applied to my debt.

In addition, I understand that if I meet the eligibility requirements to receive a 1098-T tax form, I am required to furnish the University with a valid ITIN/SSN per section 6109 of the IRS code. I recognize that if I do not currently have an ITIN/SSN on file with the University, this serves as a request to provide such and will contact the Treasurer's Office to provide the information. I also understand that if I am required to provide a valid ITIN/SSN and do not do so, I may be subject to an IRS penalty of \$50.

If there is a dispute or problem with this Agreement then the University will follow the law of the State of Arkansas, and this Agreement is governed by the laws of the State of Arkansas without regard to its choice of law provisions. In the event that any provision of this Agreement is deemed illegal, unenforceable or contrary to law, all remaining provisions shall remain valid and binding.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Term

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Student ID Number