

August 24, 2006

Dear:

The Mississippi Board of Trustees of State Institutions of Higher Learning (IHL) has contracted with ACS, Inc., to manage its state loan program portfolio(s) effective August 1, 2006. IHL currently has an estimated one thousand six hundred (1600) loans in repayment. Information regarding the types of loan programs in the repayment portfolio can be found at [www.ihl.state.ms.us/financialaid/default.asp](http://www.ihl.state.ms.us/financialaid/default.asp).

IHL is currently seeking the services of two (2) collection agencies (Agency) specializing in education loans. The selected Agencies will be assigned accounts on which no payment has been received for ninety (90) days or longer. The services anticipated are first placements, second placements, and litigation of uncollectible accounts.

The following information is required for consideration. Any Agency failing to address any of these requirements may not be evaluated further. Respond by restating each Agency requirement and document how your organization meets these minimum criteria. Please be specific in your responses regarding the number of years and type of experience your firm and the primary contact possess.

1. The Agency must currently provide the requested services to at least five (5) higher education clients. Provide the client name, address, contact name, title, phone number, fax number, and email address. Also provide the number and types of placements, the total dollars in collection the client has placed with your Agency and number of years the services have been rendered by your organization to each client.
2. The Agency and its personnel must be appropriately licensed and/or have legal authority to render the proposed services.



3. The Agency must have at least five (5) years of experience as an organization in providing the requested services to higher education clients. Provide in documented detail the number of years of experience your firm has specific to the services of first placements, second placements and litigation of uncollectible accounts for higher education clients.
4. Provide the current number of higher education loans handled by your Agency. Provide the total dollars placed with your Agency during the last twelve (12) months and the total dollars collected during the last twelve (12) months.
5. The Agency shall affirm that it will maintain a blanket fidelity bond in an amount no less than \$500,000 with IHL named as exclusive beneficiary. The Agency shall provide an insurance certificate for the blanket fidelity bond coverage indicating the limits of liability and name of the carrier. Any losses under this contract due to employee theft or dishonesty shall be fully repayable to IHL. It will be the Agency's responsibility to recover these funds and reimburse IHL accordingly.
6. The Agency shall affirm that it will provide an insurance certificate for Commercial General Liability including Professional Liability, Automobile Liability, and Workers' Compensation coverage indicating the limits of liability, deductibles and name of the carrier. The Commercial General Liability, including Professional Liability insurance and the Automobile Liability coverage, shall be a minimum amount of Three Million Dollars (\$3,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate through an insurance company licensed by the Mississippi Department of Insurance. The Certificates of Insurance shall name the Board of Trustees of State Institutions of Higher Learning as a certificate holder. The Certificates of Insurance shall be addressed to the Board of Trustees of State Institutions of Higher Learning, Office of Insurance and Risk Management, 3825 Ridgewood Road, Jackson, MS 39211.
7. Describe in detail how your Agency proposes to maintain all IHL account data for all accounts assigned in a manner to assure consistency in data reporting.
8. List all higher education clients who have discontinued use of your services since January 1, 2005. For each reference, provide a reference name, address, contact person, title, phone and fax number and e-mail address. Also provide the client's number of employees, the client's number of loans handled by your firm, the period of time retained as a client, and a list of services you provided.
9. Has your organization ever been involved in a lawsuit involving any area covered by this request for services? If yes, provide details including dates, jurisdiction, cause number, and outcome.
10. During the past five years have your organization, related entities, principals or officers ever been a party in any civil or criminal litigation, whether directly related to this request for services or not? If so, provide details including dates and outcome.

11. Provide the criteria used to determine the effectiveness of collection services provided and collection supervision by your firm.
12. Provide a written statement detailing your company's understanding of services requested herein as well as a detailed written plan outlining how your company proposes to provide the services required by this request for services.
13. Provide your organization's written business contingency disaster and recovery plan that includes, but is not limited to, procedures documenting the security and off-site storage of all data contained on tapes, discs, files, batch files, and other records pertinent to the Agency's services to be provided to and on behalf of IHL.
14. Provide examples of reports available to IHL which would represent the accounts to be handled by your Agency.
15. Provide a specimen agreement for services to IHL.
16. Provide a complete cost quotation for services. Explain in detail the method by which the Agency computes its fees.
17. IHL shall be bound only by written responses to written questions concerning the request for services. All communication in reference to this request for services, including questions regarding this request for services, and the Agency's response to the request for services, shall be addressed in writing to:

Cliff Tucker  
Director of Insurance and Risk Management  
Board of Trustees of State Institutions of Higher Learning  
3825 Ridgewood Road, Suite 429  
Jackson, MS 39211  
Facsimile: (601) 432-6986  
Email: [ctucker@ihl.state.ms.us](mailto:ctucker@ihl.state.ms.us)

An officer, principal or owner of the Agency must sign the submission and the attached Statement of Compliance. **FAILURE TO COMPLY WITH THIS REQUIREMENT WILL AUTOMATICALLY DISQUALIFY YOUR BID.**

IHL reserves the right to select or reject any, all, or none of the services discussed in this request for services.

Proposing Agency must provide a comprehensive response to all requested information. Please respond by e-mail to [ctucker@ihl.state.ms.us](mailto:ctucker@ihl.state.ms.us) no later than 4:00 p.m. CDST on September 22, 2006. IHL specifically reserves the right to reject any or all responses.

Sincerely,



Cliff Tucker  
Director of Insurance & Risk Management



## Statement of Compliance

Agency agrees to adhere to all of the conditions and requirements set forth below in addition to the IHL request for services:

1. That the attached response to this request for services is valid for at least 90 days subsequent to the due date of submission. The response to this request for services shall become part of the ensuing Agreement in the event that the Agreement is awarded to this organization.
2. That IHL reserves the right to correct and clarify this request for services.
3. That IHL reserves the right to consider any information at its disposal, whether gained from the Agency's response to this request for services, question and answer conferences, references and any other source.
4. That IHL reserves the right to request clarifications or corrections to responses to this request for services. IHL reserves the right to reject any or all responses to this request for services, select or reject any, all, or none of the services discussed in this request for services, or cancel the request for services in its entirety at IHL's sole discretion. Any response to this request for services received that does not meet the requirements of the request for services may be considered to be "non-responsive" and may be disqualified.
5. That IHL reserves the right to further clarify and/or negotiate with the Agency following completion of the evaluation of response to this request for services but prior to Agreement execution, if such is deemed necessary by IHL. IHL also reserves the right to move to the next best Agency if negotiations do not lead to a final Agreement with the best Agency.
6. That all costs incurred by the Agency in preparing and delivering its response to this request for services, and any subsequent time and travel to meet with IHL regarding the request for services shall be borne at the Agency's expense.
7. That any action at law, suit in equity, or judicial proceeding for the enforcement of the Agreement or for any breach thereof, shall be instituted only in the courts of the State of Mississippi.
8. That the Agreement shall be governed by the laws of the State of Mississippi both as to interpretation and performance.
9. That the Agency hereby agrees that it shall not make any delegation of its duties unless authorized by the Agreement or approved in writing by IHL prior to any such delegation. It is further mutually understood and agreed by both parties that this is not an exclusive Agreement. IHL is free to contract with other professionals to perform similar and/or like services as those contained in this request for services. Payment for work performed by the Agency shall not be affected by this provision.
10. That the Agency shall maintain full and accurate records with respect to all matters covered under this request for services and ensuing Agreement. IHL shall have free access at all

proper times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all data, documents, proceedings, and activities pertaining to the audit.

11. That all documents submitted to IHL shall become documents of IHL and shall become subject only to the Mississippi Public Records Act of 1983. IHL has the right to use any and all ideas or adaptations of the ideas contained in any response to this request for services received in response to the request for services. Selection or rejection of the response to this request for services will not affect this right.
12. That the Agency's response to this request for services shall be made part of the Agreement.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

Please have the appropriate officer of your firm sign this statement and include it as part of your response to this request for services. A signed paper copy of the Statement of Compliance must be submitted separate from the email response to this request for services.

