



CONTRACT

No. 27PR004

COMPETITIVE SOLICITATION No. 25RQ500

**FOR
BILLING SERVICES FOR
FINANCIAL AID RECEIVABLES**

By and Between

**STATE OF WASHINGTON
STUDENT ACHIEVEMENT COUNCIL**

and

UNIVERSITY ACCOUNTING SERVICE, LLC

Dated January 1, 2026

CONTRACT

No. 27PR004

**COMPETITIVE SOLICITATION No. 25RQ500
BILLING SERVICES FOR FINANCIAL AID RECEIVABLES**

This Contract ("Contract") is made and entered into by and between the State of Washington acting by and through the Washington Student Achievement Council, a Washington State governmental agency ("WSAC") and University Accounting Service, LLC, a Wisconsin limited liability company ("Contractor") and is dated and effective as of January 1, 2026, or date of execution, whichever is later.

RECITALS

- A. Pursuant to Legislative direction codified in RCW 39.26, WSAC is authorized to competitively solicit and award contracts for goods and/or services for use by WSAC.
- B. WSAC issued Solicitation #25RQ500 dated April 2, 2025, for the purpose of obtaining a contractor for the billing services for financial aid receivables in accordance with its authority under RCW 39.26.
- C. WSAC evaluated all responses to the Competitive Solicitation and identified Contractor as the apparent successful bidder.
- D. WSAC has determined that entering into this Contract will meet its identified needs.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

- 1. **TERM.** The term of this Contract is forty-eight (48) months, commencing January 1, 2026, and ending June 30, 2029; subject to mutual agreement, the term of the Contract may be extended for up to three (3) additional one-year terms.
- 2. **SCOPE – INCLUDED GOODS AND/OR SERVICES AND PRICE.**
 - 2.1. **CONTRACT SCOPE.** Pursuant to this Contract, Contractor is authorized to sell and provide only those services set forth in *Exhibit A – Included Services* for the prices set forth in *Exhibit B – Prices for Services*.
 - (a) **Services.** For purposes of this Contract, "Services" means all services of any nature ordered by WSAC pursuant to this Contract.
 - (b) **Specifications.** Where applicable, specifications for Services as detailed in this Contract. Unless otherwise specified, all Services provided shall be new and unused of the latest model or design.
 - 2.2. **WSAC'S ABILITY TO MODIFY SCOPE OF CONTRACT.** Subject to mutual agreement between the parties, WSAC reserves the right to modify the services included in this Contract; *Provided*, however, that any such modification shall be effective only upon ten (10) days advance written notice; and *Provided further*, that any such modification must be within the scope of the Competitive Solicitation for this Contract.

- 2.3. ECONOMIC ADJUSTMENT. Beginning thirty-six (36) months after the effective date of this Contract, the prices set forth in *Exhibit B – Prices* shall be adjusted. Price (rates) quoted will be locked in for the duration of the initial contract. WSAC, at its sole discretion, will determine the acceptability of any price changes proposed before agreeing to an extension of a Contract. If resulting contract is renewed, the hourly rate may be negotiated at that time, however, the rate may not increase more than three percent (3%) for each renewal period and must be agreed upon in writing.
- 2.4. PRICE CEILING. Although Contractor may offer lower prices to WSAC, during the term of this Contract, Contractor guarantees to provide the Services at no greater than the prices set forth in *Exhibit B - Prices for Services*.

3. CONTRACTOR REPRESENTATIONS AND WARRANTIES. Contractor makes each of the following representations and warranties as of the effective date of this Contract and at the time of performance pursuant to this Contract. If, at the time of performance, Contractor cannot make such representations and warranties, Contractor shall not perform and shall, within three (3) business days notify WSAC, in writing, of such breach.

- 3.1. QUALIFIED TO DO BUSINESS. Contractor represents and warrants that Contractor is (a) in good standing; (b) qualified to do business in the State of Washington; and (c) registered with the Washington State Department of Revenue and the Washington Secretary of State.
- 3.2. TAXES. Contractor represents and warrants that Contractor is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
- 3.3. LICENSES; CERTIFICATIONS; AUTHORIZATIONS; & APPROVALS. Contractor represents and warrants that Contractor possesses and shall keep current during the term of this Contract all required licenses, certifications, permits, authorizations, and approvals necessary for Contractor’s proper performance of this Contract.
- 3.4. SUSPENSION & DEBARMENT. Contractor represents and warrants as previously certified in Contractor’s Bidder’s Certification, that neither Contractor nor its principals or affiliates presently are not or have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental Contract by any governmental department or agency within the United States.
- 3.5. WAGE VIOLATIONS. Contractor represents and warrants as previously certified in Contractor’s Bidder’s Certification, that during the term of this Contract and the three (3) year period immediately preceding the award of the Contract, Contractor has not been determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.
- 3.6. CIVIL RIGHTS. Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3.7. EXECUTIVE ORDER 18-03 – WORKERS’ RIGHTS. Contractor represents and warrants, as previously certified in Contractor’s Bidder’s Certification, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this

Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

- 3.8. **FRAUD AND DISHONEST CONDUCT.** Contractor represents and warrants that, within the three (3) year period prior to this Contract, neither Contractor nor its principals or affiliates: (a) have been convicted of, had a judgment rendered against, or settled (with or without an admission of guilt or liability) any criminal or civil matter, including without limitation any administrative investigation, enforcement action, or other proceeding or dispute with a government authority, involving allegations that any of Contractor or its principals or affiliates have committed fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract under a public contract; (b) have been in violation of federal or state antitrust statutes; (c) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, or any crime or tort involving similarly dishonest conduct; (d) are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in subsection (b) of this provision; (e) are presently defending against affirmative or defensive claims by any private litigant involving allegations of any of the offenses enumerated in subsection (b) of this provision; or (f) had one or more public contracts (federal, state or local) terminated for cause or default.
- 3.9. **PROCUREMENT ETHICS & PROHIBITION ON GIFTS.** Contractor represents and warrants that Contractor complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to State employees.
- 3.10. **WASHINGTON’S STATEWIDE PAYEE DESK.** Contractor represents and warrants that Contractor is registered with Washington’s Statewide Payee Desk, which registration is a condition to payment.
- 3.11. **ADVERTISING AND ENDORSEMENT.** Contractor understands and acknowledges that neither WSAC nor the State of Washington are endorsing Contractor’s services or suggesting that such services are the best or only solution to their needs. Accordingly, Contractor further represents and warrants that Contractor shall make no reference to WSAC or the State of Washington in any promotional material without the prior written consent of WSAC.
- 3.12. **CONTINGENT FEES.** Contractor represents and warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents as defined in the Federal Acquisition Regulations.
- 3.13. **FINANCIALLY SOLVENT.** Contractor represents and warrants that Contractor has not commenced bankruptcy proceedings and that there are no judgment, liens, or encumbrances of any kind affecting title to any Services that are the subject of this Contract.
- 3.14. **ACCESS EQUITY – CONTRACTOR REPORTING (if utilizing subcontractors).** Contractor represents and warrants, as previously certified in Contractor’s Bidder’s Certification, that Contractor, if utilizing subcontractors to perform this Contract, shall register and report monthly, as Contractor, through *Access Equity*, Washington’s secure online business diversity vendor management system (B2Gnow), which is managed by Washington’s Office of Minority and Women’s Business Enterprises (OMWBE), any payments to subcontractors pertaining to the Contract. Contractor further represents and warrants, as previously certified in Contractor’s Bidder’s Certification, that Contractor shall use commercially reasonable efforts to ensure that such subcontractors also utilize *Access Equity* to verify such payment information as reported by Contractor.

- 3.15. OPERATIONAL CAPABILITY. Contractor represents and warrants, as previously certified in Contractor’s Bidder’s Certification, that Contractor has the operational and financial capability to perform the Contract.
- 3.16. CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Contract is transitioned to another contractor (e.g., Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist WSAC for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.

4. QUALITY; WARRANTY; REMEDIES.

- 4.1. SERVICES WARRANTY. Contractor warrants that: (a) Services will be performed in a timely, efficient, professional, and workmanlike manner; (b) all Contractor personnel assigned to perform Services will have the necessary skill and training; and (c) Services will be performed in a manner consistent with the standard of care in the industry (“Services Warranty”). The Services Warranty will survive for a period of twelve (12) months after the date when Services are completed (“Services Warranty Period”).
- 4.2. SERVICES REMEDY. If Services do not comply with the Services Warranty or are in any manner found to be nonconforming during the Services Warranty Period, Contractor promptly shall remedy the non-conformance, or at WSAC’S election, Contractor shall re-perform or correct the nonconforming Services at no additional cost to WSAC or refund the amounts paid for the Services.
- 4.3. IT WARRANTY. Contractor warrants, that all hardware, software, and firmware associated with Services (“IT Services”, respectively) will not: (a) contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (i) damage, destroy, or alter any software or hardware; (ii) reveal, damage, destroy, or alter any data; (iii) disable any computer program automatically; or (d) permit unauthorized access to any software or hardware; (b) contain any third party software (including software that may be considered free software or open source software) that (i) may require any software to be published, accessed, or otherwise made available without the consent of WSAC, or (ii) may require distribution, copying, or modification of any software free of charge; and (c) infringe on any patent, copyright, trademark, or other proprietary or intellectual property right of any third party or misappropriate any trade secret of any third party (“IT Warranty”). The IT Warranty will expire twelve (12) months after the date IT Services are complete, as applicable.
- 4.4. IT REMEDY. If IT Services do not comply with the IT Warranty, or if any defect or non-conformance develops during the IT Warranty Period, Contractor, at WSAC’S election, promptly will: (a) remedy the defect by removing, repairing, correcting or replacing, and/or reinstalling any defective; (b) re-perform or correct the non-conforming IT Services at no additional cost to WSAC; or (c) refund the amounts paid for IT Services.
- 4.5. FAILURE TO REMEDY. If Contractor does not remedy a defect or nonconformity within ten (10) calendar days after receipt of written notice from WSAC, or if an emergency exists rendering it impossible or impractical for WSAC to have Contractor provide a remedy, WSAC may, without prejudice to any other rights or remedies available to it, make or cause to be made required modifications, adjustments, or repairs, or may replace Services, or IT Services, in which case Contractor shall reimburse WSAC for its actual costs or, at WSAC’S option, WSAC will offset the costs incurred from amounts owing to Contractor.

5. SAFETY; SECURITY; CONTRACTOR REQUIREMENTS. Contractor's failure to comply with any of the requirements in this Section shall be cause for termination.

- 5.1. IT SECURITY POLICIES. Contractor, its agents, employees, or subcontractors shall comply with all Washington State IT security policies and standards which shall be made available to Contractor upon request.
- 5.2. CONFIDENTIAL INFORMATION. For purposes of this Contract, "Confidential Information" includes, but is not limited to, information that is deemed confidential under federal or state law, personal information as defined in [RCW 42.56.590](#), as well as any information identified, in writing, by WSAC as confidential or protected.
- 5.3. PROTECTION OF CONFIDENTIAL INFORMATION. Notwithstanding any provision to the contrary, Contractor's use of Confidential Information will be in compliance with all applicable state and federal law. At a minimum, Contractor shall maintain records documenting: (i) the Confidential Information received pertaining to this Contract; (ii) the purpose(s) for which the Confidential Information was received; (iii) who received and maintained the Confidential Information; and (iv) final disposition of the Confidential Information. WSAC reserves the right to monitor, audit, and/or investigate Contractor's use of Confidential Information used, collected, or acquired by Supplier pursuant to this Contract.
- 5.4. CONTRACTOR OBLIGATION – CONFIDENTIAL INFORMATION. Contractor shall: (i) hold Confidential Information in strictest confidence and not make use of Confidential Information for any purpose other than the performance of this Contract; (ii) release Confidential Information only to authorized employees or agents requiring such information for the purpose of performing this Contract and who have executed an appropriate nondisclosure agreement or data sharing agreement as approved by WSAC; (iii) implement and maintain physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information including, but not limited to, storing Confidential Information on secure servers with access to the data strictly controlled and limited to staff with appropriate training and clearance; and (iv) ensure that all Confidential Information is encrypted in transmission from and to Contractor, at rest in the data base or other data facility maintained or used by Contractor, and when transmitted to authorized recipients.
- 5.5. Contractor will retain a copy of the original note, and have it accessible to provide to borrowers as required by RCW 31.04.405(2). To assist Contractor in complying with third party loan servicer requirements WSAC will promptly provide Contractor with origination and promissory note documents for each borrower.

6. DELIVERY & INSTALLATION.

- 6.1. DELIVERY REQUIREMENTS. Contractor must ensure that the Services are delivered or provided as required by this Contract, including the requirements set forth in *Exhibit A – Included Services*, or as otherwise mutually agreed in writing between WSAC and Contractor.
- 6.2. RECEIPT AND INSPECTION OF SERVICES. Services purchased under this Contract are subject to WSACS' reasonable inspection, testing, and approval. WSAC reserves the right to reject and refuse acceptance of services that are not in accordance with this Contract. If there are any apparent defects in the Services at the time of delivery, WSAC promptly will notify Contractor. At WSACS' option, and without limiting any other rights, WSAC may require Contractor to repair or replace, at Contractor's expense, any or all of the damaged services or, at WSACS' option, WSACS' may note

any damage to the services on the receiving report, decline acceptance, and deduct the cost of rejected services from final payment.

7. PERFORMANCE OF SERVICES.

7.1. OWNERSHIP OF DELIVERABLES. Notwithstanding any provision to the contrary, the parties understand and agree that WSAC shall own all rights to any plans, reports, or other deliverables provided to WSAC pursuant to this Contract. The copyright in all works of authorship created pursuant to this Contract shall be owned by WSAC. All such works or portions of works created by the Contractor are hereby agreed to be "works made for hire" within the meaning of 17 U.S.C. § 201. If, however, WSAC is not able to obtain copyright ownership under the statutory provisions for "works made for hire," then Contractor hereby assigns to WSAC all right, title, and interest in: (a) the copyright to Contractor's work of authorship ("Work") and contribution to any such Work ("Contribution"); (b) any registrations and copyright applications, along with any renewals and extensions thereof, relating to the Contribution or the Work; (c) all works based upon, derived from, or incorporating the Contribution or the Work; (d) all income, royalties, damages, claims and payments now or hereafter due or payable with respect to the Contribution or the Work; (e) all causes of action, either in law or in equity, for past, present, or future infringement of copyright related to the Contribution or the Work, and all rights corresponding to any of the foregoing, throughout the world. In addition, to the extent any applicable law or treaty prohibits the transfer or assignment of any moral rights or rights of restraint the Contractor has in the Contribution or the Work, the Contractor waives those rights as to WSAC, its successors, licensees, and assigns.

7.2. CONTRACTOR KEY STAFF CHANGES. Except in the case of a leave of absence, sickness, death, termination of employment or unpaid or paid leave of absence, agreed upon Key Staff must not be changed during the term of this Contract, except as may be agreed in writing between the parties. During the term of the Contract, WSAC reserves the right to approve or disapprove of Contractor and Subcontractor Key Staff assigned to perform services as required by this contract, or to require the removal or reassignment of any Contractor or Subcontractor Key Staff found unacceptable by WSAC, subject to WSAC's compliance with applicable laws. Contractor must provide WSAC with a resume of any member of its Key Staff or a Subcontractor's Key Staff assigned to or proposed to perform this Contract prior to commencing any Services.

In the event that proposed Contractor personnel are unavailable to perform this Contract, Contractor must staff the project with personnel with equal or greater skills and capabilities, subject to approval from WSAC.

WSAC must be notified of any change in Contractor Key Staff as soon as practicable but in no event less than five (5) working days after removal of such staff from their duties in support of this Contract. Contractor must provide resumes and describe the roles and responsibilities of any replacement staff to WSAC as soon as practicable but in no event less than five (5) working days prior to the date that such staff begin work under this Contract. WSAC reserves the right, in its sole judgement, to approve or reject such replacement staff. WSAC's approval of such staff will not be unreasonably withheld.

7.3. DATA SECURITY REQUIREMENTS

(a) Security Compliance. Contractor is responsible for establishing an information security program and maintaining physical, technical, administrative, and organizational safeguards, that comply with: (a) applicable industry standards and guidelines; (b) American Institute of Certified Public Accountants (AICPA) System and Organization Controls (SOC) 1; and (c) Washington State Office

of Chief Information Officer (OCIO) Policy 141 – *Securing Information Technology Assets Standards* located at [Securing Information Technology Assets | WaTech](#).

- (b) Annual Security Certifications. Contractor will, at the commencement of this Contract and annually thereafter provide WSAC the following reports and certifications: (a) AICPA Statement of Standards for Attestation Engagement (SSAE) No. 18 SOC 1 Type II fiscal year cycle audit report; (b) SOC 2 Type I report in accordance with AICPA AT 101; and (c) attestation that Contractor’s Services are in compliance with OCIO Security Policy 141 – *Securing Information Technology Assets Standards*. WSAC may accept, at its sole discretion, alternative reports, audits or reporting formats which WSAC determines to be equivalent or better to the reports and certifications described herein.
- (c) Data Breach. Contractor must have an incident response process that follows National Institute of Standards and Technology (NIST) of Standards and Technology (NIST) standards and includes breach detection, breach notification and breach response. Upon discovery or reasonable belief of any access, destruction, loss, theft, use or disclosure of WSAC’s Data by an unauthorized party (“Data Breach”), Contractor shall notify WSAC by the fastest means available and also in writing. Contractor shall provide such notification within forty-eight (48) hours after Contractor reasonably believes there has been such a Data Breach. Contractor’s notification shall identify:
 - 1) The nature of the Data Breach;
 - 2) The Data accessed, used or disclosed;
 - 3) The person(s) who accessed, used, disclosed and/or received Data (if known);
 - 4) What Contractor has done or will do to quarantine and mitigate the Data Breach; and
 - 5) What corrective action Contractor has taken or will take to prevent future Data Breaches.

Contractor shall quarantine the Data Breach, ensure secure access to Data, and restore Services as needed to comply with terms and conditions of this Contract. Contractor shall conduct an investigation of the Data Breach and shall share the report of the investigation with WSAC.

In the event of the Data Breach, Contractor agrees to comply with all applicable state and federal statutory provisions, including but not limited to RCW 19.255.010 and [RCW 42.56.590](#). Where notifications are required to the public or regulators, Contractor shall coordinate and cooperate with WSAC in the development of a communication plan, and promptly and at no cost, provide advance copies of any notifications for WSAC review before disseminating. If a Data Breach occurs and is found to be the result of Contractor’s acts, omissions or negligence, Contractor shall assume complete responsibility for notification of affected parties, and be liable for all associated costs incurred by WSAC in responding to or recovering from the Data Breach.

- (d) Technical Examination and Audit. Upon advance written request, Contractor agrees that WSAC or its designated representative shall have reasonable access to Services purchased by WSAC under this contract, its operational documentation, records and databases, including online inspections. The online inspection shall allow WSAC, its authorized agents, or a mutually acceptable third party hired by WSAC, to test that controls are in place and working as intended. Tests may include, but not be limited to, the following:
 - 1) Operating system/network vulnerability scans;
 - 2) Web application vulnerability scans;

- 3) Database application vulnerability scans; and
- 4) Any other scans to be performed by WSAC or representatives on behalf of WSAC.

Contractor shall allow WSAC reasonable access to Services security logs, latency statistics, and other related Services security data that affect this Contract and WSAC's Data, at no cost to WSAC. After any significant Data loss, specific to data stored within the Services platform, or as a result of any disaster or catastrophic failure, Contractor will at its expense have an independent, industry-recognized third party perform an information security audit. This does not apply to data loss resulting from interruptions in the Services stemming from WSAC's computers, network hardware, internet connectivity, or other elements owned or controlled by WSAC that are reasonably required to use Services. The audit results shall be shared with WSAC within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor will provide WSAC with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Contract.

- 7.4. USE OF ARTIFICIAL INTELLIGENCE IN OPERATIONS. WSAC acknowledges that the services provided by Contractor may contain content or information which Contractor generated using generative artificial intelligence ("AI") technology or through the assistance of AI tools provided by third party vendors. WSAC acknowledges Contractor's limited use of AI as a tool in support of human-directed Services, provided that Contractor remains fully responsible for the accuracy, legality, and compliance of all Deliverables. Contractor shall ensure that all AI-assisted outputs are reviewed, validated, and approved by qualified personnel prior to delivery to WSAC. As used herein, AI means software systems that, *inter alia*, collect, process and interpret structured and unstructured data, identify patterns and establish models in order to reach conclusions or take actions in delivering services, whether in interaction with individuals, WSAC or performing back-offices processes based on such conclusions. Without limitation Contractor shall not upload, disclose, disseminate, or utilize any WSAC data, Personally Identifiable Information (PII), Education records or FERPA protected information, financial aid records or information subject to federal or state confidentiality requirements, in any third party AI system, model, or tool that is not contractually restricted from retaining, training on, or disclosing such data and are subject to confidentiality, data-security, and audit obligations no less protective than those in this agreement. Contractor shall remain fully responsible for the acts and omissions of all subcontractors and vendors. Contractor shall implement administrative, technical, and physical safeguards to enforce this restriction and shall ensure all subcontractors and third-party vendors comply with these requirements. Contractor's use of AI shall comply with all applicable federal and state laws, regulations, and Company policies, including data security, public records, and records retention requirements. Upon request, Contractor shall disclose the nature and extent of AI tools used in performance of the services and shall make available reasonable documentation sufficient to demonstrate compliance with this section. Any violation of this section shall constitute a material breach of the Agreement and is subject to all remedies available to WSAC.

8. INVOICING & PAYMENT.

- 8.1 CONTRACTOR INVOICE. Contractor shall submit properly itemized invoices to WSAC's designated invoicing contact for Services delivered under this Contract. Such invoices shall itemize the following:
- (a) Contract No. 27PR004;
 - (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative);

- (c) Contractor's State of Washington Statewide Vendor Number (SVN);
- (d) Date(s) of delivery;
- (e) Description of Services and Deliverables provided;
- (f) Net invoice Price for each Service or Deliverables;
- (g) Applicable taxes;
- (h) Total invoice amount; and
- (i) Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Contract prices. Invoices shall not be processed for payment until receipt of a complete invoice as specified herein. WSAC shall have no obligation to pay Contractor for any services that do not comply with this Contract.

- 8.2. **PAYMENT.** Payment is the sole responsibility of, and will be made by, WSAC. Payment is due within thirty (30) days of invoice. If WSAC fails to make timely payment(s), Contractor may invoice WSAC in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.
- 8.3. **OVERPAYMENTS.** Contractor promptly shall refund to WSAC the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) calendar days of written notice to Contractor; *Provided*, however, that WSAC shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely refunds of overpayment(s) (either directly or by such credit memo), Contractor shall pay WSAC interest at a rate of one percent (1%) per month on the amount overdue thirty (30) calendar days after notice to Contractor.
- 8.4. **ADVANCE PAYMENT PROHIBITED.** Except as authorized by law, Contractor shall not request or receive advance payment for any Services furnished by Contractor pursuant to this Contract.
- 8.5. **NO ADDITIONAL CHARGES.** Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, insurance, or payment processing.
- 8.6. **TAXES/FEES.** Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Contract. Failure to do so shall constitute breach of this Contract. Unless otherwise agreed, WSAC shall pay applicable sales tax imposed by the State of Washington on purchased services. Contractor's invoices shall separately state (a) taxable and non-taxable charges and (b) sales/use tax due by jurisdiction. In regard to federal excise taxes, Contractor shall include federal excise taxes only if, after thirty (30) calendar days written notice to WSAC, WSAC has not provided Contractor with a valid exemption certificate from such federal excise taxes.

9. CONTRACT MANAGEMENT.

- 9.1. **CONTRACT ADMINISTRATION & NOTICES.** Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of contract administration for this Contract. WSAC's contract administrator shall provide contract administrative oversight. Contractor's contract administrator shall be Contractor's principal contact for invoice/billing activities under this Contract. The parties may change contract administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

WSAC	University Accounting Service, LLC
Attn: Marla Skelley WSAC PO Box 43430 Olympia, WA 98504 Tel: (360) 485-1320 Email: marlas@wsac.wa.gov	Attn: Chastidy Mersmann University Accounting Service, LLC 500 Virginia Drive, Suite 514 Fort Washington, PA 19034 Tel: (585) 749-6074 Email: chastidy.mersmann@tsico.com With a copy to: VP, Corporate Legal LegalContracts@tsico.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressees.

- 9.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform WSAC of the same) who shall be responsible for addressing WSAC’s issues pertaining to this Contract
- 9.3. LEGAL NOTICES. Any legal notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

WSAC	University Accounting Service, LLC
Attn: Stacey Warick WSAC PO Box 43430 Olympia, WA 98504 Email: staceywa@wsac.wa.gov	Attn: Chastidy Mersmann University Accounting Service, LLC 500 Virginia Drive, Suite 514 Fort Washington, PA 19034 Email: chastidy.mersmann@tsico.com

Notices shall be deemed effective upon the earlier of receipt if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

10. RECORDS RETENTION & AUDITS.

- 10.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect contract performance and administration of purchases, payments, taxes and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Contract or final payment, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 10.2. AUDIT. WSAC reserves the right to audit, or have a designated third-party audit, applicable records to ensure that Contractor properly has invoiced WSAC. Accordingly, Contractor shall permit WSAC and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor’s books, documents, papers and records directly pertinent to this

Contract for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Contract or final payment, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

11. INSURANCE.

- 11.1. **REQUIRED INSURANCE.** Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C– Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for Services and no additional payment shall be made to Contractor.
- 11.2. **WORKERS COMPENSATION.** Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, WSAC may terminate this Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. If Contractor performs Services on WSAC’S behalf in the State of Washington, and only to the extent of claims against Contractor by WSAC under the Indemnity obligations in this Contract, Contractor expressly waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor’s indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers’ compensation acts, disability benefit acts, or other employee benefit acts. The parties expressly acknowledge and certify that the waiver of immunity under Title 51 RCW was mutually negotiated and agreed upon.

12. CLAIMS.

- 12.1. **ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES.** Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents in connection with Contractor’s operations under this Contract. WSAC has made no representations regarding any factor affecting Contractor’s risks. Contractor shall pay for all damage to any WSAC’s property resulting directly or indirectly from Contractor’s acts or omissions under this Contract.
- 12.2. **THIRD-PARTY CLAIMS; GENERAL INDEMNITY.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold WSAC and its employees and agents harmless from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys’ fees, consultant fees, and expert fees (collectively “Claims”) to the extent arising out of Contractor’s or its successors’, agents’, and subcontractors’ negligence, other tortious fault, or intentional misconduct under this Contract; *Provided*, however, that no right to indemnity will exist as to that portion of a Claim resulting from the sole negligence, tortious fault, or intentional misconduct of WSAC. The parties agree that if there are any limitations of Contractor’s liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability shall not apply to injuries to persons, including death, or to damages to property. Contractor shall take all steps needed to keep WSAC’s property free of liens arising from Contractor’s activities, and promptly obtain or bond the release of any such liens that may be filed.
- 12.3. **INTELLECTUAL PROPERTY INDEMNITY.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold WSAC and their employees and agents harmless from against any and all Claims

resulting from allegations of infringement of any patents, copyrights, trade secret, or similar intellectual property rights covering the Services provided, or the use of the Services under this Contract. If WSAC's use of Services provided by Contractor is enjoined based on an intellectual property infringement Claim, Contractor shall, at its own expense, either procure for WSAC the right to continue using the Services or, after consulting with WSAC and obtaining WSAC's consent, replace or modify the Services with substantially similar and functionally equivalent non-infringing Services.

13. DISPUTE RESOLUTION.

- 13.1 The parties shall cooperate to resolve any dispute pertaining to this Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior manager of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

14. SUSPENSION; EXPIRATION; TERMINATION; REMEDIES

- 14.1. **TERMINATION.** This Contract may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in this Contract; and (c) as otherwise expressly provided for in this Contract. This Contract shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate this Contract as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach shall not affect rights or obligations accrued or owed before the effective date of the termination notice.
- 14.2. **TERMINATION FOR REDUCTION OF FUNDS OR CHANGES IN LAW.** WSAC may suspend or terminate this Contract, at the sole discretion of WSAC or, as applicable, if WSAC reasonably determines that: (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (b) that a change in available funds affects WSAC's ability to pay Contractor. A change of available funds as used in this section includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this provision, WSAC shall reimburse Contractor for Services properly performed until the effective date of said notice. Except as stated in this provision, in the event of termination for nonappropriation or reduction of funds or changes in law, WSAC shall have no obligation or liability to Contractor.
- 14.3. **TERMINATION FOR PUBLIC CONVENIENCE.** WSAC, for public convenience, may terminate this Contract; *Provided*, however, that such termination for public convenience must, in WSAC's judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve WSAC from payment for Services already ordered as of the effective date of such notice. Except as stated in this provision, in the

event of such termination for public convenience, WSAC shall not have any obligation or liability to Contractor.

- 14.4. EXPIRATION – WSACS’ OBLIGATIONS. Upon expiration of this Contract, WSAC shall accept and take delivery of all outstanding and not yet fulfilled orders and pay Contractor the price as set out in the Contract.
- 14.5. CONTRACTOR OBLIGATIONS – EXPIRATION OR TERMINATION. Upon expiration or termination of this Contract, Contractor shall: (a) continue to fulfill its warranty obligations with respect to any Services sold hereunder and all provisions of the Contract that, by their nature, would continue beyond the expiration, termination, or cancellation of the Contract shall so continue and survive; and (b) promptly return to WSAC all keys, badges, and other materials supplied by WSAC pursuant to this Contract.
- 14.6. DEFAULT. Any of the following events shall constitute cause for WSAC to declare Contractor in default of this Contract:
 - (a) Contractor fails to perform or comply with any of the terms or conditions of this Contract;
 - (b) Contractor breaches any representation or warranty provided herein; or
 - (c) Contractor fails to maintain the insurance coverages specified herein or timely provide to WSAC the Certificate of Insurance and updates thereto specified herein, or
 - (d) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.
- 14.7. SUSPENSION & TERMINATION FOR DEFAULT. WSAC may suspend Contractor’s operations under this Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to WSAC’s reasonable satisfaction; *Provided*, however, that, if after twenty (20) days from such a suspension notice, Contractor remains in default, WSAC may terminate Contractor’s rights under this Contract. All of Contractor’s obligations to WSAC survive termination of Contractor’s rights under this Contract, until such obligations have been fulfilled.
- 14.8. REMEDIES FOR DEFAULT.
 - (a) WSAC’s rights to suspend and terminate Contractor’s rights under this Contract are in addition to all other available remedies.
 - (b) In the event of termination for default, WSAC may exercise any remedy provided by law including, without limitation, the right to procure replacement services. In such event, Contractor shall be liable to WSAC for damages as authorized by law including, but not limited to, any price difference between the Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.
- 14.9. LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party be liable to the other for exemplary or punitive damages; *Provided*, however, that nothing contained in this Section shall in any way exclude or limit: (a) a party’s liability for all damages arising out of that party’s intentional acts or omissions; (b) the operation of any Services warranty provided in this Contract; or (c) damages subject to the Intellectual Property Indemnity section of this Contract. Any limitation of either party’s obligations under this Contract, by delivery slips or other documentation is void.

- 14.10. **SUSPENSION/TERMINATION PROCEDURE.** Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to WSAC all Services that are complete (or with approval from WSAC, substantially complete) and WSAC shall inspect, accept, and pay for the same in accordance with this Contract. Unless directed by WSAC to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

15. PUBLIC INFORMATION & PUBLIC RECORDS DISCLOSURE REQUESTS.

- 15.1. **WASHINGTON'S PUBLIC RECORDS ACT.** Unless statutorily exempt from public disclosure, this Contract and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56.
- 15.2. **CONTRACTOR OBLIGATION.** Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records provided to WSAC that Contractor believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure. In addition, if, in Contractor's judgment, certain portions of such records are not statutorily exempt from disclosure but are sensitive because particular portions of Contractor's records (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that Contractor protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records that include such sensitive information by clearly labeling the records "sensitive".
- 15.3. **WSAC'S OBLIGATION.** In the event that WSAC receives a public records disclosure request pertaining to records that Contractor has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive WSAC, prior to disclosure, shall do the following: WSAC's Public Records Officer shall review any records marked by Contractor as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, WSAC shall redact or withhold the record(s) as appropriate. For records marked 'sensitive' or for records where WSAC determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, WSAC shall notify Contractor, at the address provided in the Contract, of the public records disclosure request and identify the date that WSAC intends to release the record(s) (including records marked 'sensitive' or exempt from disclosure) to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining WSAC from such disclosure. In the event Contractor fails to timely file a motion for a court order enjoining such disclosure, WSAC shall release the requested record(s) on the date specified. Contractor's failure properly to identify exempted or sensitive information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such records are exempt or protected from public disclosure.

16. ORDER OF PRECEDENCE

Each of the attachments listed below is by the reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state of Washington statutes and regulations
2. General terms and conditions as contained in this basic contract instrument

3. Exhibit A – Performance/Scope of Work
4. Exhibit B – Pricing
5. Exhibit C – Insurance
6. Exhibit D – Nondisclosure Agreement
7. Attachment A – Request for Proposals No. RFP#25RQ500
8. Attachment B – Contractor’s Proposal dated May 14, 2025
9. Any other provision, term or material incorporated herein by reference or otherwise incorporated

17. GENERAL PROVISIONS.

- 17.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Contract.
- 17.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law. Contractor shall obtain all necessary permits and approvals and give all stipulations, certifications, and representations that may be required for it to perform this Contract.
- 17.3. NONDISCRIMINATION.
 - (a) Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
 - (b) Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
 - (c) Default. Notwithstanding any provision to the contrary, Agency may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Agency receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Agency may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
 - (d) Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Agency shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Agency for default under this provision.

- 17.4. ENTIRE AGREEMENT. This Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 17.5. AMENDMENT OR MODIFICATION. Except as set forth herein, this Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- 17.6. AUTHORITY. Each party to this Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Contract and that its execution, delivery, and performance of this Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 17.7. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 17.8. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor relationship is created by this Contract. Contractor and its employees or agents performing under this Contract are not employees or agents of WSAC. Contractor shall not have authorization, express or implied, to bind WSAC to any agreement, liability, or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or worker's compensation benefits through WSAC or the State of Washington and WSAC and the State of Washington shall not pay for or otherwise provide such coverage for Contractor and its employees and agents.
- 17.9. ASSIGNMENTS. Contractor may not assign its rights under this Contract without WSAC's prior written consent and WSAC may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to WSAC within thirty (30) days, Contractor may assign its rights under this Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Contract notwithstanding any prior assignment of its rights.
- 17.10. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 17.11. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED SERVICES. Contractor irrevocably assigns to WSAC, on behalf of the State of Washington, any claim for relief or cause of action which Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any services provided in Washington for the purpose of carrying out the Contractor's obligations under this Contract, including, at WSAC's option, the right to control any such litigation on such claim for relief or cause of action.
- 17.12. FORCE MAJEURE. Except for payment of sums due, neither party shall be liable to the other or deemed in breach under this Contract if, and to the extent that, such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that causes a delay that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall likewise be provided. So far as consistent with


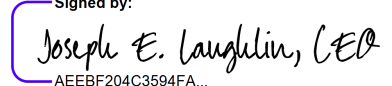
the rights reserved below, the time of completion shall be extended by Contract amendment for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Contract. Notwithstanding any provision to the contrary, in the event that a Contractor-declared force majeure event lasts for more than thirty (30) days, WSAC shall have the right to terminate the Contract and/or purchase the services set forth in this Contract; *Provided*, however, that in such event, Contractor shall not be liable to WSAC for any price difference for such services.

- 17.13. FEDERAL FUNDS. To the extent that WSAC uses federal funds to purchase services pursuant to this Contract, WSAC shall specify any applicable requirement or certification that must be satisfied by Contractor as a condition of payment and Contractor shall adhere to such applicable federal requirements and/or certifications.
- 17.14. SEVERABILITY. If any provision of this Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Contract, and to this end the provisions of this Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Contract.
- 17.15. WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Contract, nor shall any purported oral modification or rescission of this Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 17.16. SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Contract shall survive and remain in effect following the expiration or termination of this Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 17.17. GOVERNING LAW. The validity, construction, performance, and enforcement of this Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to any choice of law principles that would provide for the application of the laws of another jurisdiction.
- 17.18. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Contract, the parties agree to submit to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- 17.19. ATTORNEYS' FEES. In the event of litigation or other action brought to enforce the terms of this Contract or alternative dispute process, each party agrees to bear its own attorneys' fees and costs.
- 17.20. FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Contract. Each party hereto and its counsel has reviewed and revised this Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall

not be construed in the interpretation of this Contract. Each term and provision of this Contract to be performed by either party shall be construed to be both a covenant and a condition.

- 17.21. FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Contract.
- 17.22. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Contract in their entirety.
- 17.23. CAPTIONS & HEADINGS. The captions and headings in this Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Contract nor the meaning of any provisions hereof.
- 17.24. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.
- 17.25. COUNTERPARTS. This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Contract.

EXECUTED as of the date and year first above written.

WASHINGTON STUDENT ACHIEVEMENT COUNCIL	UNIVERSITY ACCOUNTING SERVICE, LLC
Signature  Signed by: Shannon Venezia, PhD <small>7D0B17B7E367412...</small>	Signature  Signed by: Joseph E. Laughlin, CEO <small>AEEBF204C3594FA...</small>
Name Shannon Venezia, PhD Title Director Student Financial Assistance Date 12/31/2025 Email shannonv@wsac.wa.gov	Name Joseph E. Laughlin Title Chief Executive Officer Date 12/31/2025 Email joseph.laughlin@tsico.com
Reviewed and Concur with Agreement WSAC Marla Skelley	Signature  DocuSigned by: Marla Skelley <small>888F9BEB18E1421...</small> Date 12/31/2025

**INCLUDED SERVICES
PERFORMANCE REQUIREMENTS/SCOPE OF WORK**

PERFORMANCE REQUIREMENTS AND FACTORS			
REQ ID	Performance Requirement and Stated Business Need	Bidder's Compliance	Written Response
1.	<p>Bidder must demonstrate prior experience supplying management of, performance of, administration of financial billing services and existing IT platform.</p> <p><i>Written Response: Include details of prior programs, agencies, companies where you have performed the services as outlined in the Scope of Work listed in this document. Please include any details of existing platform capabilities.</i></p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>Established in 1969, UAS was the first company to focus specifically on campus- based student loan services. Today, UAS continues to provide custom loan support programs to our client base of more than 500 colleges, universities, and private lenders across the country. See our references provided in Exhibit A as a further testament to our client base.</p> <p>Our experience encompasses all types of loan programs and delinquent receivables, including:</p> <ul style="list-style-type: none"> • Private education loans • Health Professions Student Loans (HPSL) • Loans to Disadvantaged Students (LDS) • Miscellaneous receivables (delinquent and non-delinquent) • National Defense/Direct Student Loans (NDSL) • Nurse Faculty Loan Program (NFLP) • Nursing Student Loans (NSL) • Primary Care Loans (PCL) • Private institutional programs • State-mandated loan and forgiveness programs • Student tuition <p>For over 50 years, we have operated with a singular mission: to deliver the highest quality service to our lenders and borrowers.</p> <p>Our clients place their trust in us as a solid strategic partner because of our financial stability, large client base, industry experience, global presence and diverse portfolio. Accordingly, we continually explore operational and technological enhancements that would expand the solutions that we offer.</p> <p><u>BEGIN CONFIDENTIAL INFORMATION</u> As part of our continued effort to provide our clients with the best possible solution, we launched our new servicing platform, UAS Connect. UAS Connect is a forward-thinking platform that leverages a flexible technology framework, enabling our team to deliver best in class service.</p> <p>The UAS Connect platform was built on the foundational premise that no two lenders are the same. Differentiation is key and creating a framework to efficiently manage it was a core principal.</p> <p>We are committed to the loan servicing business and providing our clients with industry leading technology. Our continued</p>

PERFORMANCE REQUIREMENTS AND FACTORS			
REQ ID	Performance Requirement and Stated Business Need	Bidder's Compliance	Written Response
			investment and the rollout of the additional benefits contained in this release reflects our focus on the future. The UAS Connect platform represents the fourth major technology release over the past 15 years and will replace our legacy technology applications. From a design standpoint, the platform was constructed around three core interfaces: Borrower, Lender and UAS Operations. While each component is unique and powerful, it is the combined ecosystem of UAS Connect that results in a scalable and elegant platform for the future of loan servicing. <u>END CONFIDENTIAL INFORMATION</u>
2.	<p>Bidder must have sufficient capacity (i.e., personnel and equipment) to perform the contract. Provide information about the firm, and information about the relevant qualifications of staff who will be assigned to the contract, if awarded. Please include: training, certifications, experience, years in industry, key clients, assignments/projects, tenure with Bidder's firm, employment status (i.e. employee or contractor) and any related work experience with state or local governmental entities or privately held companies.</p> <p><i>Written Response: Include details that show capacity, experience, and qualifications necessary to perform the contract if awarded.</i></p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>Dedicated Management Team</p> <p>Organizational Structure. UAS employs experienced and tenured staff with specific expertise in education accounts receivables. Each client program also has an appropriate blend of senior staff members to add stability, encourage a mentoring environment, and ensure continuity of superior service. We will determine the appropriate amount of staff needed to efficiently service your program in a manner designed to exceed your expectations.</p> <p>We know that timely, honest, and ongoing communication is critical to the continued success of your debt recovery program. Joni Turdo will be the key contact for this program.</p> <p>The UAS management team is comprised of talented, dedicated, and long-term employees with a combined total of more than 250 years of student loan experience, individuals whose backgrounds bring a wealth of allied industry experience to the table. As a result of management team interaction, UAS has enhanced our commitment to customer service excellence and continued growth through people and systems.</p> <p>UAS offers WSAC extensive industry and company talent to manage and support the upcoming contract, which includes decades of staff experience with client projects similar to WSAC. This level of expertise benefits WSAC with an expansive institutional knowledge base and extensive thought leadership. Importantly, we deliver small-company responsiveness backed by large-company operational, compliance, and security capabilities. From our leadership to staff in the trenches, we have the right people with the experience and expertise to best serve the needs of WSAC.</p> <p>Of more than 10,000 employees performing services for our parent company Transworld Systems Inc. (TSI), roughly 145 are dedicated to the UAS loan servicing operation. The average tenure</p>

PERFORMANCE REQUIREMENTS AND FACTORS			
REQ ID	Performance Requirement and Stated Business Need	Bidder's Compliance	Written Response
			<p>of our staff is more than ten years, and they are trained to be an extension of our clients. More so, WSAC will have a dedicated representative assigned to its account, available for information and problem resolution.</p> <p>UAS presently supports more than 600,000 borrowers through programs sponsored by approximately 500 colleges, universities, credit unions, and specialty lenders at the federal and state levels.</p> <p>A summary of our skilled management team is outlined as follows with a brief bio for each. UAS operates in a completely remote fashion.</p> <p>BEGIN CONFIDENTIAL INFORMATION <u>Patty Peterson – President UAS</u></p> <p>As President of UAS, Patty is responsible for leading both the Operations and System for our Student Loan Servicing line of business. Patty has over 35 years of experience leading Operations and Support Service organizations for companies in the financial services and collections industry with an emphasis on Student Loan Servicing and Collections. With expertise in systems integration and process improvement, Patty actively seeks out and tests new technologies, always looking for ways to integrate technology into workflows to best support our borrowers and clients. Prior to joining TSI in March 2024, Patty served as the Senior Vice President, Operational Support Services at Navient. At Navient, Patty guided and managed the shared services organization for the Business Processing Segment, providing and facilitating services to multiple operational organizations in core areas including omni-channel communication, dialer and telephony management, integration and implementation support of collections systems, process automation, and business transformation. Patty has a Bachelor of Arts degree in Business Management from the University of Northern Iowa.</p> <p>Genny Johnson – Vice President, Operations</p> <p>Genny has over 20 years of experience leading Operations and Training organizations for companies in the financial services and collections industry with an emphasis on student loan servicing and collections. With expertise in call center leadership, instructor led training, Learning Management Systems and Content Development, Genny provides a unique perspective to servicing student loans in a borrower friendly manner. Prior to joining UAS in June 2024, Genny served as the Senior Director of Training at Navient. At Navient, Genny led both operations and training teams in supporting call center and collections efforts for various account types, including Student Loans, Health Care, Tolls, Parking, BPS,</p>

PERFORMANCE REQUIREMENTS AND FACTORS			
REQ ID	Performance Requirement and Stated Business Need	Bidder's Compliance	Written Response
			<p>and BPO lines of business. Genny has a Bachelor of Science degree in Psychology from the University of Wisconsin-Platteville.</p> <p>Chastidy Mersmann – Client Services Manager Chastidy has over 20 years of experience in client services, collection management, and business operations. She has a proven record of accomplishment of leadership, performance and client satisfaction. Chastidy oversees service delivery, client communication, and operational efficiency to ensure seamless support and optimal outcomes for all stakeholders. Previously, as a Senior Collection Manager at Navient, Chastidy led a team of up to 100 employees, consistently surpassing performance goals and achieving first-place rankings on several competitive federal contracts. In this role, she played a key part in launching new business divisions, training personnel, and improving compliance standards.</p> <p>Joni Turdo – Client Services Representative Joni is a seasoned client service representative with over 30 years of dedicated experience at UAS, specializing in student loan servicing and client support. Her long-standing commitment to excellence has made her an integral part of the organization's success delivering consistent, high quality service to borrowers, guarantors, and institutional partners. Throughout her tenure, Joni has built trusted relationships with clients by providing knowledgeable guidance, timely resolutions, and personalized support across a wide range of loan servicing functions. Her deep understanding of federal and private student loan programs, coupled with her attention to detail and responsiveness, ensures compliance with regulatory standards and client expectations. Known for her professionalism, accuracy, and ability to navigate complex servicing scenarios, Joni bring a wealth of institutional knowledge and a customer-first mindset that align with high standards. <u>END CONFIDENTIAL INFORMATION</u></p> <p>We offer WSAC extensive industry and company talent to manage and support its Loan Servicing contract – more than 100 combined years of student loan processing and receivables knowledge and experience. This type of expertise provides WSAC with an expansive knowledge base and thought-leadership capabilities.</p>
3.	Bidder must have an established history of ethical and legal billing service practices, especially with confidentiality of client and debtor information and	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>UAS complies with both GLBA and FERPA and places a high priority on the security of all confidential and personally identifiable information for borrowers. For example, SSNs are not included in any borrower communication nor required for confirmation of</p>

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	<p>the level of professional standards displayed by the Bidder's employees. <i>Written Response: Describe your specific practices and processes to maintain confidentiality of clients and debtors. In addition, Bidder must have data security measures for hardcopy and digital files. Describe your specific data security practices.</i></p>		<p>identity. Below we outline additional ways we maintain confidentiality.</p> <p>Safeguards and Compliance Protecting the information of our clients and our clients' customers is a chief concern at UAS. Our efforts to maintain our compliance with the Gramm-Leach- Bliley Act are ongoing as we regularly identify and address potential risks to the security, confidentiality, and integrity of our customer data. Through a multi- faceted approach that encompasses employee training, physical security, and data security, UAS is able to ensure the privacy of the information with which we are entrusted.</p> <p>Employee Training Employees are expected to perform their daily responsibilities in an honest, ethical, and professional manner. They are required to maintain the privacy and confidentiality of sensitive personal data placed in our trust by our clients. Newly hired employees are fully trained on the various privacy regulations and UAS business practices. All employees are required to agree to UAS Standards of Conduct and Work Rules and sign a Confidentiality Agreement. They are subject to disciplinary action up to and including termination of employment if they fail to follow signed agreements.</p> <p>Physical Security Access to all UAS facilities is restricted. Various combinations of locking devices, keypads, cameras, security lighting, alarm systems, guard services, and 24-hour patrols may be used to restrict access and provide surveillance as indicated for specific sites. Multi-tenant buildings use contracted guard services as arranged by the building manager.</p> <p>At corporate headquarters and larger UAS facilities, every employee receives an identification badge at time of hire, which must be scanned electronically to gain access to the facility. The badge is used to further restrict the individual's ability to move only within the assigned project area and the public areas of UAS facilities.</p> <p>Two key personnel oversee all security efforts at UAS. Our Director of Information Security is responsible for managing the team who designs and implements the UAS corporate IT security strategy. This position also oversees the implementation of security projects, audits, and testing, ensuring the formal incident response is effective and appropriate. The Vice President of</p>

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			<p>Corporate Security is responsible for the physical security of UAS facilities.</p> <p>Data Security UAS has made a significant commitment to protect the security and integrity of its information systems, from physical access to our data center to online access to our systems. Access to the UAS data center is granted on a need-to-know basis and enforced through the use of identification badges, which are issued by the UAS onsite corporate security office. Two monitored entrances, locked after normal business hours, also help control access, and a server inside the data center logs every access attempt. UAS uses advanced firewall technology to reduce the risk of outsiders accessing its networks. We support all standard encryption applications and virtual private network technology to ensure data integrity.</p> <p>System user names and passwords are assigned to cleared program personnel and permit users to access only the data needed to perform their daily responsibilities. UAS has standards for password creation, protection, and frequency of change. User passwords expire every 30 days and may be changed by the user during the expiration window. The IT Help Desk maintains responsibility for all user login ID and password changes, including resets. IT management must approve any change to login accounts that have privilege levels higher than that of a standard agent or collector.</p> <p>UAS maintains comprehensive disaster recovery and business continuity plans for unforeseen events that may damage data and locations of business. Hard copy data, CD-ROM and back-up tapes are archived offsite in a secure environment. Documents no longer needed are shredded. The UAS quality assurance team audits our data security procedures quarterly to make certain they are being effectively implemented. In addition to our regular internal testing, we also subject our processes to annual testing by a third party to further verify our existing safeguards and promptly address any risks exposed because of these tests.</p> <p>UAS currently mails a clearly worded Gramm-Leach-Bliley privacy notice to account holders. At WSAC's request, UAS can mail these notices on WSAC's behalf and bill printing and postage costs to WSAC.</p>

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4.	<p>Bidder must include a statement identifying the out-bound and in-bound call volume capacity Bidder plans to apply to State of Washington accounts per day.</p> <p><i>Written Response: provide a statement that specifies the number of accounts monthly on which the Bidder can effectively provide billing services in accordance with the solicitation requirements.</i></p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>We handle the statement volume for over 600,000 loans today and have the ability to scale to increase that volume to meet our clients' needs for their loan volumes for both calls and statements.</p>
5.	<p>Bidder must provide excellent customer service and timely support and communications.</p> <p><i>Written Response: Describe customer support activities, including telephone, email, chat, and related time commitments.</i></p> <p><i>Response Time Commitments:</i></p> <p><i>a. Customer support is available between 8:00 AM and 4:00 PM (Pacific Time); specify the days of the week and the form of support (telephone, email, chat) if the times are different.</i></p> <p><i>b. Respond to customer routine requests within 24 hours.</i></p> <p><i>Have an escalation process for any customer service issue that is not resolved within 3 days.</i></p> <p><i>An ongoing customer feedback process demonstrating bidder's approach to proactively seek, collect, and resolve any negative customer feedback.</i></p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>UAS offers both a robust borrower portal and IVR allowing borrowers to access information directly without involvement of a customer representative. At the same time, we work to efficiently connect customers with a knowledgeable representative to maximize customer service.</p> <p>UAS provides an individual, direct toll-free telephone and e-mail address to each Customer Service Representative, supervisor, and manager. UAS is committed to providing our clients with timely, accurate, and courteous service and will respond to WSAC within 24 hours of request.</p> <p>UAS has a technical and customer support help line that is available during normal business hours from 5:00 AM to 3:00 PM Pacific. You can also contact your customer service representative to address any system-related issues. If WSAC's assigned representative is unavailable, your staff may contact a supervisor, senior manager, our Senior Vice President of Operations, or the corporate help desk personnel for assistance. UAS emphasizes responsive, comprehensive service as an integral aspect of our efforts for any client.</p> <p>If a customer has questions or concerns a UAS representative cannot handle, a team leader is immediately notified. If the representative or team leader cannot answer a question or problem, the call is escalated to a group supervisor. The group supervisor can elevate the call to the call center General Manager if necessary. If the General Manager cannot resolve the customer's issue, he or she will contact WSAC for instructions and/or information. The UAS General Manager will continue to own the issue until resolution, unless WSAC would prefer to handle the matter internally with no further involvement by UAS.</p> <p>We will work with WSAC to develop an internal escalation process to address any issues that may arise and ensure an associate is</p>

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			<p>always available to you. This escalation process typically includes the program manager, vice president of operations, senior vice president of operations, and executive vice president.</p> <p>UAS conducts customer service surveys of clients on a quarterly basis. Although we do not prepare or disclose summary results, the feedback has been positive as well as provided actionable items, allowing us to be proactive in addressing client service issues. In addition, UAS' top priority has been and will always be -- the client and its customers. When engaged in a partnership with UAS as your service provider, you have our continued commitment of the best service and product offerings in the industry.</p>
6.	<p>Bidder must provide a transition and start-up schedule of dates and specific work that would need to be completed to transition services as described in the solicitation from the incumbent to the apparent successful bidder, and to start-up these services.</p> <p><i>Written Response: Please detail the conversion and start-up process using actual dates with an anticipated state date of January 1, 2026. (This date may be adjusted by WSAC as needed.)</i></p>	<p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	<p>Implementation Timeline</p> <p>UAS supports a dedicated conversion team and can process additional schools that elect to transition portfolios to our system to bring all portfolios under one umbrella.</p> <p>As outlined, UAS would work diligently with WSAC's staff to arrange the transmission of test files 60 days in advance of the conversion for review and confirmation of formats. UAS maps the data from the existing system to the parallel fields in the UAS system. UAS has completed numerous conversions of loan portfolios from other servicers; however, we always initiate the data-mapping phase to ensure we have the most recent specifications.</p> <p>UAS strives to accomplish a seamless and smooth data transfer and transition from WSAC's in-house system. Accordingly, the standard conversion plan reflected may be modified to accommodate the specific processes required to support the transition.</p> <p>The UAS Transition Department handles all aspects of the data transfer. UAS provides all technical assistance, clerical/material expense, and conversion programming required. WSAC's involvement is focused on providing loan account information from the current system (i.e., data files, a data dictionary, and field names/locations). Conversion will involve representatives from WSAC's staff familiar with loan fund parameters and with the loan program specifications to answer questions regarding WSAC's system codes and data fields.</p> <p>Timeline</p> <p>A preliminary timeline is presented as follows. The actual conversion date will be subject to mutual agreement between</p>

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			<p>WSAC and UAS to ensure a smooth transition without any interruption in service. UAS understands that the contract will be awarded approximately on June 23, 2025, with an anticipated start date of January 1, 2026.</p> <p>Conversion Phases Planning: Pre-Conversion Meeting Upon award of the contract or notice of intent, UAS will meet with WSAC's staff to discuss the scope of the project to gain an understanding of the source and structure of the data to be converted and to begin assigning responsibilities. UAS reviews the processes and procedures currently in place using the existing servicer to ensure that all processes continue in a seamless fashion. WSAC may require special programming on the part of UAS and/or WSAC's personnel. Interfaces include the following:</p> <ul style="list-style-type: none"> • Notifications of awards disbursed • Identifying and reporting of students who are scheduled to leave school or who have already left (entry of a separation date initiates the production of exit interview materials) • Holding and releasing of transcripts <p>UAS presents overviews of the conversion process and timeline, online structure and setup, interface specifications, reports, and other output. UAS will clarify our understanding of any special WSAC funded loan program provisions and other receivable issues. UAS answers all questions regarding the conversion process and UAS services in general. The meeting is the primary exchange to initiate the conversion process, define mutual expectations, establish timelines, and assign initial tasks. UAS will schedule as many meetings/conference calls as necessary to ensure a smooth and accurate conversion. UAS will then customize a conversion plan based on the availability of data and WSAC's unique needs.</p> <p>BEGIN CONFIDENTIAL INFORMATION Testing UAS will work diligently with WSAC's staff and the existing servicer to arrange the transmission of test files 60 days in advance of the conversion for review and confirmation of formats. UAS maps the data from the existing system to the parallel fields in the UAS system. UAS has completed numerous conversions of loan portfolios from other systems and services; however, we always initiate the data- mapping phase to ensure we have the most recent specifications.</p> <p>Once data mapping is complete and specifications are written, UAS will load WSAC's files to a parallel test database. UAS tests</p>

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			<p>our data mapping against the source file to ensure that data will move properly from WSAC's system to the UAS system. The use of the parallel, non-production environment allows both UAS and WSAC to review and manipulate the data mapping until the desired results are obtained.</p> <p>UAS balances and reconciles financial totals by loan program. All borrower financial fields (original loan amount, total paid/canceled, and principal balance) are examined. UAS balances these fields at the program, fund, and individual account level. Any changes or corrections are coordinated between WSAC and UAS so that when the production conversion file is received, it can be loaded immediately into the UAS conversion database.</p> <p>Production: Live Conversion Upon WSAC's acceptance of the conversion parameters, UAS will proceed to the conversion of "live" records. WSAC will provide a complete set of live data files, which UAS immediately loads to the conversion database. Once all accounts are loaded into the UAS system, UAS will complete a final verification of the accuracy of the data based on WSAC's master file. Upon verification that all loan totals are correct, UAS transfers the file to the production database. UAS will verify the reconciliation and releases the accounts for updates, post payments and other transactions received and produce the borrower statements for the upcoming due date. UAS initiates credit bureau and NSLDS reporting. There is no interruption of service to the borrower.</p> <p>Training Training begins during the conversion using WSAC's data in our training database. UAS provides complete training for activities such as system query, informational data views, use of reports, and the file upload process. Sessions are presented online via webinar, allowing for as many participants as needed. To allow users to review sessions as needed, UAS has recorded some general sessions and provides online availability.</p> <p>Training continues post-conversion, using the institution's actual weekly and monthly reports. During these sessions, UAS also answers any questions regarding the conversion process. UAS encourages participation by all WSAC staff. UAS does not charge for online/webinar training regardless of the number of participants or sessions. Training will focus on actual WSAC data, as well as processing issues and interfaces. Significant time is spent on key fiscal and operational reports. The UAS online system is user-friendly and easy to learn, and complete online training is provided. Skills in basic navigation and routine tasks can be</p>

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			learned in a few hours, although training is never limited by the amount of time required or the number of attendees. UAS maintains a dedicated conversion team and assigns a primary point of contact for each school converting to the UAS system. <u>END CONFIDENTIAL INFORMATION</u>
7.	<p>Bidder may demonstrate some knowledge with their financial aid billing service process, tools, and methodologies.</p> <p><i>Written Response: Include details that show experience and knowledge in this field. Also describe Bidder's processes supporting effectiveness, efficiency, and greatest continuity of financial aid billing service engagements spanning multi-year engagements. In addition, Bidder should address the Bidder's capabilities on how they will handle the billing service efforts of state agencies, local governments, and private companies if awarded. Describe clearly the billing service methods used and criteria for determining appropriate actions for accounts (for example an account less than \$500 vs. an account of more than \$5,000).</i></p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>Why Choose UAS for Student Loan Servicing?</p> <p>UAS understands the importance of WSAC's need for a qualified partner to provide Student Loan Servicing for your student loan portfolio. Our technology and service offerings are the best in the industry, as we offer a broad set of programs supporting education billing services, including tuition payment plan management, loan billing, due diligence, delinquency support, accounting, lockbox processing, reporting, electronic services, and an interactive online system for a variety of plan specifications. UAS is uniquely positioned to meet WSAC's administrative needs for these reasons: forward-thinking ideas, knowledgeable people and integrated services.</p> <p>Forward-Thinking Ideas: Constantly evaluating the way we do business keeps us fresh and innovative while positioning us for continued growth. We have developed our proprietary, cutting-edge and client-focused Connect platform. UAS is also dedicated to delivering specifically tailored administrative solutions, utilizing customized programming and unparalleled customer care to fulfill all aspects of our service agreement for WSAC.</p> <p>Knowledgeable People: The UAS management team, comprised of talented, dedicated, and long-term employees with a combined total of more than 250 years of student loan experience, brings a wealth of allied industry experience to the table. As a result of management team interaction, UAS has enhanced our commitment to customer service excellence and continued growth through people and systems.</p> <p>Integrated Services: It is not a coincidence that our parent company is one of the largest providers of loan collection services (supporting both legacy FFEL and existing Direct Loan programs). Building on the techniques used to manage more than \$1 billion in delinquent loans annually, UAS has integrated key functionality into our system.</p> <p>During our rich history, UAS has established a reputation as the leading innovator of loan administration services and continues to pioneer the delivery of unique customized services. In addition, UAS' top priority has been and will always be the client and its</p>

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			<p>customers. When engaged in a partnership with UAS as your service provider, you have our continued commitment of the best service and product offerings in the industry. Your success is our business.</p> <p>What makes UAS unique? <u>BEGIN CONFIDENTIAL INFORMATION</u> Our Fully Integrated Suite of Electronic Tools Borrowers and client personnel alike respond favorably to UAS' most comprehensive suite of electronic tools in the market. UAS is devoted to the student loan servicing business and providing our clients with industry-leading technology. Reflective of our innovation roadmap and focus on the future, we continue to update the UAS platform – delivering a superior, single-source solution to our clients and their customers. UAS focuses on the core objectives of:</p> <ul style="list-style-type: none"> • Providing best-in-class, user-friendly loan servicing and account management solutions • Creating and upholding best-in-class borrower experiences (portal, interfaces) • Increasing technology efficiency in driving ongoing enhancements • Utilizing industry-leading tools for compliance, quality control, and governance • Generating flexible, on-demand reports quickly and easily within the platform <p>From a design standpoint, our platform is constructed around three essential interfaces: Borrower, Lender, and UAS Operations. While each component is unique and powerful, it is the combined network of our loan-servicing platform that results in a scalable and elegant foundation for loan servicing. <u>END CONFIDENTIAL INFORMATION</u></p> <p>Borrower Allows borrowers to manage their student loan accounts across the entire loan lifecycle:</p> <ul style="list-style-type: none"> • Single stop for all borrower needs • Modern user interface • Detailed and easily accessible account information • Customizable communication preferences <p>Lender Provides lenders the tools they need to manage their loan portfolios:</p> <ul style="list-style-type: none"> • Separate portal to securely access information • Enhanced reporting capabilities • Customizable dashboards with dynamic data visualization

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			<ul style="list-style-type: none"> Advanced administrative features <p>UAS Operations Empowers the UAS team to more efficiently service student loans and provide a superior borrower experience:</p> <ul style="list-style-type: none"> Productivity and workflow measurement/monitoring Administrative feature for workflow routing and task assignment Quality control and compliance monitoring Advanced call disposition forms that provide structured data enrichment World-class customer service <p>UAS is known in the industry to offer outstanding customer service to both clients and borrowers. We are committed to providing the best possible experience to WSAC and WSAC's borrowers.</p> <p>Our Ability to Provide Collection Support It's not a coincidence that our parent company, TSI, is one of the largest providers of loan collection services. Building on the techniques used to manage more than \$1 billion in delinquent loans annually, UAS has integrated this key functionality into our system.</p> <p>Unmatched Industry Experience We are involved in COHEAO as a founding member and represented on the board. We are also involved in the FFEL and Direct Loan communities. We are committed to providing services that can better integrate the management of loan programs. We offer the most updated system on the market and are in an even stronger position to provide cost-effective solutions to our clients.</p> <p>Unique UAS Benefits</p> <ul style="list-style-type: none"> Borrowers may create electronic payments for one-time instances or for automated payment of all billing statements on any day of the month. UAS does not require a client to establish its own lockbox or bank accounts for the deposit of funds collected. Instead, all payments are received, processed, and deposited by UAS, then transferred to clients or the banks of their choice. UAS procedures allow WSAC to maintain a banking relationship in its local community where it can obtain optimum rates and minimum bank charges. UAS' Cohort Account Management is the only service of its kind offered by any billing service. UAS oversees the entire cohort population, both this year's group and next year's.

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			<p>UAS' goal is to match or better the average of your past three default rates.</p> <ul style="list-style-type: none"> • Each borrower is assigned a unique system identifier that appears on billing statements, notices, and other correspondence so the borrower's Social Security Number is not communicated via the internet, email, or USPS. • UAS maintains an unlimited number of borrower and reference addresses, telephone numbers, and email addresses. • UAS has developed and currently deploys a monthly electronic interface with the USPS to receive electronic updates of address information. UAS goes beyond zip+4 by including the USPS address bar code in borrower communications. • UAS does not assess its own returned checks fees to WSAC or to the borrower. UAS can assess such a fee assessed by WSAC. • UAS does not archive loans, so all accounts, history, comments and documents are available instantly. • Not only does UAS create billing statements for all borrowers, a complete account history, all documents, including statements, notices, correspondence, and processed benefit forms, are linked to the borrower/loan record for easy online access by WSAC personnel.
8.	<p>Bidder may either maintain bi-lingual staff (Spanish speaking at a minimum) or maintain agreements with an interpreter service during the duration of any resulting contract.</p> <p><i>Written Response: Include a description of how Bidder will comply with this requirement.</i></p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>Offering bilingual capabilities for letters, inbound calls, and outbound calls, UAS is capable of communicating with any borrower encountered during the collection process. If the borrower does not speak English, then the call is transferred and the account reassigned to one of our representatives who speaks their language. UAS has employees who speak various languages, including Spanish. If additional assistance is needed to translate verbal or written communications, UAS uses telephone language lines and local universities' foreign language departments. As it applies to letters, we employ several highly regarded and certified translation companies to convert English letters into various languages. These translated letters still follow our standard approval process with our Legal Department and attorneys.</p>
9.	<p>Bidder may share a disaster recovery plan and a methodology for testing.</p> <p><i>Written Response: Include a description of how Bidder will comply with this requirement.</i></p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>UAS has instituted a disaster recovery plan designed to protect our client data and systems. UAS provides a full system save and back up each day. All daily, weekly, and monthly files, including report files, are duplicated for back-up purposes. All copies of transactional records, database files, and programs are stored off-site for added protection.</p>

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			<p>In addition to the above plan, a formal Corporate Recovery Plan and Program is maintained. This program is documented in our 250-page proprietary information plan (available upon request). The plan addresses:</p> <ul style="list-style-type: none"> • The Disaster Recovery Organization • The Team Responsibilities of the Disaster Recovery Coordinator • Emergency Management Team and Administrative Support Team • Our Damage Assessment Team/Facility Preparation • Computer Operations and Off-Site Storage Team • Technical Services (Systems) • Application Recovery Team • Voice Services • Handling Client Transmissions • Other Support Services • The Recovery Organization • The Recovery Process • Threats, Vulnerabilities and Mitigation Methods • Core Business Functions and Processes <p>In addition, our plan contains 12 formal plans regarding the following topics:</p> <ul style="list-style-type: none"> • Disaster Recovery Coordination • Emergency Management • Corporate Services • Computer Operations and Off-Site Storage • Network Services • Unix Support • Collection and Billing Applications • Back Office Applications • Voice Services • B2B Client Transmissions • Support Services
10.	Bidder must attend and participate in meetings as needed, conference calls, and communications in writing.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
11.	Bidder, in performing these services, must demonstrate leadership competencies that align with Washington State's values. Bidder acknowledges and understands both the Washington State Enterprise Diversity, Equity, and Inclusion Competencies and Washington State Enterprise Leadership Competencies .	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Responses to Scope of Work/Services

Description of Services	A. Capable	B. Agree	C. If no, what is your proposed solution?
1.2 (A) BILLING SERVICES			
a) The Bidder(s) shall be responsible for handling all written or electronic correspondence and telephone calls dealing with the assigned accounts, including bankruptcy deferments.	YES	YES	
b) Bidder shall follow the WSAC approved Communication Timeline using only WSAC provided or approved, paper letters, electronic mail, phone call talking points and billing statement WSAC inclusion language as described in <i>Exhibit G – Communications to Borrowers Schedule and Samples</i> .	YES	YES	
c) Bidder shall provide electronic copies to WSAC of the Entering Repayment, Collection Referral and Paid in Full letters sent to debtors.	YES	YES	
d) Bidder shall update address information as it becomes available through forwarding addresses on returned mail or debtor self-disclosure, and maintain a history of all changes: date of update, by whom, and the previous address information. Bidder may offer other address change methods including skip tracing.	YES	YES	
e) Bidder shall document clear explanations of each account adjustment and activity for WSAC viewing in the memo and/or history fields of each assigned account.	YES	YES	
f) Bidder shall have the ability to send billing statements to at least all states of the United States, Canada, and the federal district and its major territories.	YES	YES	
g) Bidder shall produce monthly billing statements that itemize all program types the debtor has onto a single statement. The statement shall	YES	YES	
include the monthly minimum due for each program type and a total. If the debtor submits a payment that is less than the total minimum and the debtor does not instruct the Bidder on how to apply the payment between program types, the Bidder shall apply the payment first to loan and conditional loan program types as approved by WSAC with grant program type payment applied last. Refer to <i>Exhibit F – Summary of Active Billing Service Accounts by Program Type</i> .	YES	YES	
h) Bidder must provide a quarterly billing option for a small number of accounts that are being phased out instead of monthly statements.	YES	YES	

i) Bidder shall ensure that accounts in deferred status continue to receive billing statements. The billing statement shall indicate the deferment end date.	YES	YES	
j) Bidder shall clearly state the payoff amount and corresponding date this amount was calculated through on each billing statement for all interest bearing accounts.	YES	YES	
1.2 (B) GENERAL ACCOUNT MANAGEMENT			
a) WSAC shall at all times remain owner of its accounts. Bidder shall only accept WSAC accounts referred by WSAC.	YES	YES	
b) The Bidder should accept all types of unpaid accounts referred for billing.	YES	YES	
c) The varying types of accounts that may be placed with the Bidder by Washington State, are general in nature and may include but are not limited to: outstanding grant receivables, conditional loan repayments, and loan repayments.	YES	YES	
d) Bidder shall return accounts at WSAC’s request within ten (10) business days.	YES	YES	
e) Bidder shall refer all deferment requests to WSAC except for bankruptcy. If Bidder becomes aware of a bankruptcy, Bidder shall immediately place a deferment of collection activity on the account for the duration of the bankruptcy court’s automatic stay of relief. Deferment shall be cancelled by the Bidder within two (2) business days of Bidder becoming aware of the debtor’s discharge or dismissal from bankruptcy and Bidder’s verification that the account’s underlying debt was not discharged in the bankruptcy action.	YES	YES	
f) Bidder shall forward all bankruptcy notices and court documents to WSAC within two (2) business days of receiving such documents.	YES	YES	
g) Bidder shall promptly deposit funds collected for the WSAC into a trust account at a bank, approved by WSAC, within 2 banking days, following escrow payment schedule provided by WSAC. Bidder shall transfer the funds to WSAC with a detailed statement whose form is approved by the WSAC.	YES	YES	
h) Bidder shall annually provide a list of other services offered that are not currently included in the Scope of Work to WSAC and an updated listing of service costs. Additional services provided and changes to costs shall be approved by WSAC in a written contract amendment signed by Bidder and WSAC.	YES	YES	
1.2 (C) DEBTOR PAYMENTS			
a) Bidder shall post all payments collected to the debtor’s account no later than one business day after date of receipt.	YES	YES	
b) Bidder shall track “other costs” individually, such as legal fees and returned check charges.	YES	YES	

c) Bidder shall transmit all NSF fees on amounts collected from returned checks to WSAC. No additional fees may be charged by Bidder.	YES	YES	
d) Bidder shall negotiate Grant Programs (College Bound Scholarship, State Need Grant, and Promise to College) minimum monthly payment amounts only with prior approval from the WSAC. This consent may be authorized by a prior written agreement in which specific parameters are established for grant programs only. Bidder shall monitor and collect all negotiated payments. WSAC Director of Student Financial Assistance or their designee shall approve all reduced payment amounts for the Conditional Loan and Loan programs on an individual basis.	YES	YES	
e) Bidder shall communicate with debtor the final payment date and amount due to prevent overpayment and in compliance with ACH rules. Bidder shall only process the final Automated Clearing House (ACH) payment to reflect the accurate balance as of the account on the date of payoff.	YES	YES	
f) The Bidder shall suspend action, either temporarily or permanently, on any account, upon written notification of a request from the WSAC to suspend action or as otherwise required by law. Bidder shall notify WSAC in writing when the suspension is implemented.	YES	YES	
g) The Bidder shall not accept a compromise settlement on any account on behalf of the WSAC. All settlement offers received by the Bidder shall be forwarded to the WSAC who will negotiate and approve settlement in writing by letter or email. WSAC shall establish settlement parameters and if a payment schedule is negotiated, Bidder shall monitor and collect the payments.	YES	YES	
h) The Bidder shall provide information to the WSAC in order that the WSAC may process all refunds. The Bidder shall not process refunds to the debtor.	YES	YES	
i) Bidder shall adhere to requirements to notify debtor of changes to payment amounts and due dates. Written or email notice must be provided at least 10 calendar days prior to a change to the payment amount. Written or email notice must be provided at least 7 calendar days prior to a change in payment date. Debits may vary for reasons including but not limited to: payment is the final ACH amount, annual change in interest rate, WSAC approved deferment of payments for a specific period of time and approved reduced payment amounts.	YES	YES	
1.2 (D) RECORDS AND REPORTS PROVIDED BY BIDDER			

a) At a minimum, the Bidder shall provide WSAC the reports identified in <i>Exhibit H – Sample Reports</i> . Bidder shall provide the option to tailor the report package to the WSAC needs including additional report formats.	YES	YES	We can provide reports in CSV format and can tailor reports as needed.
b) Bidder shall provide the CSV format reports in a format that can be separated by program type as described in <i>Exhibit H – Sample Reports</i> . Bidder shall separate all payments in payment reports by principal, interest, and fees if applicable. Bidder shall provide clear concise descriptions including report parameters for standard Bidder generated reports not included in <i>Exhibit H – Sample Reports</i> .		YES	We can provide the reports outlined in Exhibit H - Sample Reports in CSV format as requested. Additionally, note we provide the following reports to WSAC today: <ul style="list-style-type: none"> • Payments Daily File • Loan Accounts Report • Payments weekly File CSV SFTP Push • Invoice Detail • EOM Loan Accounts Report
c) Bidder shall provide to the WSAC all available records and files pertaining to accounts when required by federal, Washington State, and WSAC audits or as otherwise directed by the WSAC.	YES	YES	
d) Current program types are listed in <i>Exhibit F – Summary of Active Billing Service Accounts by Program Type</i> . The WSAC may add new program types during the contract period without incurring additional costs.	YES	YES	
1.2 (E) BIDDER SYSTEM CAPABILITIES			
a) Bidder shall establish, maintain, and monitor adequate internal controls to ensure the accuracy, privacy and integrity of all account data, and protect WSAC funds throughout the contract period.	YES	YES	
b) Bidder shall provide a real-time electronic system allowing the WSAC access to perform adjustments, add memos and allow editing by original author, straightforward print options, and review of account history including a payment interface between the provider and the WSAC for auto posting.	YES	YES	
c) Bidder shall ensure that the software system it uses allows look-up by complete social security number or last four digits of social security number and by full or partial name.	YES	YES	
d) Bidder shall accept various methods of payment including but not limited to, checks, money orders, major credit cards, debit and offer ACH withdrawals.	YES	YES	

e) Bidder shall have the capacity to accurately calculate, track and bill multiple rates of interest; simple interest; and multiple types of interest (e.g. fixed or variable), including the ability to change individual account rates and automatically make interest changes for an entire program type based on current interest rate. Bidder shall calculate and bill interest consistent with the applicable Washington State and federal laws as directed by the WSAC.	YES	YES	
f) Bidder shall ensure that the software system it uses allows for the complete history of each account transaction, billing and communications activity in chronological order.	YES	YES	
g) Bidder shall have the ability for non- confidential communication via email.	YES	YES	
h) Bidder must provide a toll-free phone number for access by WSAC staff and debtors.	YES	YES	
i) Bidder shall provide customer service and support to debtors by telephone, email and mailings during normal business hours of 8:00 am to 5:00 PM Pacific Time (PT).	YES	YES	
j) Bidder shall ensure that the software system it uses is available for WSAC access between the hours of 7:00 AM and 7:00 p.m. (PT), excluding weekends and Washington State holidays.	YES	YES	
k) Bidder' electronic system shall have the ability to securely transmit the following types of updates: i. Name/address/social security number changes ii. Repayment schedule requests iii. General file maintenance iv. Renegotiated payment arrangements, temporarily reduced payment arrangements, and deferments.	YES	YES	
l) Bidder shall ensure that all reports will be current through close of business Friday and available for viewing on-line the following Monday by 7:00 AM (PT) and at the end of month.	YES	YES	
m) Bidder shall ensure that all reports are available on-line for the duration of the contract.	YES	YES	
n) Bidder's system shall have the capability to interface with WSAC for the purpose of transferring past due accounts to the WSAC on a monthly schedule. Bidder shall cease billing once accounts are returned to WSAC for collections activity and not resume billing these accounts without WSAC approval.	YES	YES	
o) Bidder shall provide the ability for WSAC to fully automate the electronic upload of new receivables to the Bidder's system as well as the download of payment information made to accounts. Full automation requires a process that can be setup in coordination with WSAC to use mutually agreed upon file formats and can run on a schedule and without any human intervention required. File transfers need to use the SSH File Transfer Protocol, also known as Secure File Transfer Protocol	YES	YES	

(SFTP).			
p) Bidder shall provide the ability for WSAC to automate the electronic download of payments made to accounts to the WSAC'S system using a secure file transfer protocol, such as SFTP (SSH File Transfer Protocol. Bidder shall provide files every night so data is available by 6:00 AM the following morning (Pacific Time) and in modern file formats which include CSV (Comma Separated Values).	YES	YES	
q) Bidder shall provide the ability to amend any nonpayment transaction and have the loans, conditional loans, or grants returned to the original status before the change was made, tracking the changes in the historical transaction record.	YES	YES	
r) Bidder shall provide and maintain a user friendly website for debtors that provides access to services including but not limited to online payment, customer support, WSAC prepared forms, link to WSAC repayment web page, and contact information. Bidder's website shall provide the ability to display current payoff balance by grant, conditional loan, and loan.	YES	YES	
s) Bidder shall provide the ability to view and produce a copy of all billing statements.	YES	YES	
1.2 (F) COMMUNICATIONS AND TRAINING			
a) Bidder shall furnish to WSAC an electronic acknowledgement of every debt assigned including date assigned, debtor's name, WSAC account number, program type and the amount assigned within ten (10) business days of receipt.	YES	YES	
b) Bidder shall supply the WSAC names, telephone numbers, email addresses, and availability of Bidder personnel directly involved with servicing the WSAC's accounts.	YES	YES	
c) Bidder shall provide personnel available during WSAC (PT) business hours to answer general inquiries by WSAC staff, immediately. Bidder shall systematically track WSAC requests for service issues; and Bidder's response to such issues will be considered complete only when both Bidder and WSAC agree the issue is resolved. Bidder shall respond to WSAC communications within 1 business day.	YES	YES	
d) Bidder shall provide training and online resources to WSAC staff and Bidder staff assigned to work with the WSAC accounts, in areas of report access and analysis, on-line system use and features, and all other available features at the start of the contract and annually thereafter. Bidder shall provide training contact.	YES	YES	
1.2 (G) COMPLIANCE			
a) Bidder shall exercise its best, prudent and lawful efforts to bill all accounts referred.	YES	YES	

<p>b) Upon receiving the account Bidder shall mail a validation of debt notice to the debtor at the last known address, on billing service letterhead as provided by FDCPA (15 U.S.C. § 1692 et seq.</p>	<p>YES</p>	<p>YES</p>	
<p>c) Bidder shall not commence legal action against any debtor who issues an NSF check in payment for any WSAC debt without written approval by the WSAC.</p>	<p>YES</p>	<p>YES</p>	
<p>d) Bidder shall ensure that all legal work related to WSAC be done only by attorneys who are designated a Special Assistant Attorney General by the Washington State Office of the Attorney General at the time the legal work is performed and only with prior-approval by WSAC.</p>	<p>YES</p>	<p>YES</p>	<p>UAS shall provide WSAC loan servicing in accordance with the Program Guidelines based on the description of services to be performed in the Solicitation. While UAS does not anticipate performing legal work in conjunction with exceeding the expectations of the Scope of Work or SLAs provided in the Solicitation, UAS will ensure any such legal work performed for WSAC will only occur with WSAC’s prior approval and will be performed only by lawyers who have been designated a Special Assistant Attorney General.</p>
<p>e) Bidder shall comply with the Family Education Rights and Privacy Act, (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) and applicable State of Washington laws regarding the privacy of debtor’s records and related access to and release of those records.</p>	<p>YES</p>	<p>YES</p>	
<p>f) Contactor shall handle and process all WSAC accounts and communications with debtors in strict conformity with all applicable Federal laws, Washington and other state laws and regulations, including but not limited to the Fair Debt Collections Practices Act (FDCPA), 15 U.S.C. § 1692 et seq., the Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681 et seq.</p>	<p>YES</p>	<p>YES</p>	
<p>g) Bidder shall ensure that all systems and practices it uses including but not limited to paper filing systems, records disposal and shredding practices, and workspace and building security, provide a hierarchy of security that complies with Section 5 Safety & Security in the Contract and <i>Exhibit I, Nondisclosure Agreement</i> between the Bidder and WSAC, applicable laws, industry standards, and WSAC direction; and protects debtor personally identifiable information.</p>	<p>YES</p>	<p>YES</p>	<p>UAS maintains a comprehensive information security program aligned with industry standards such as the NIST Cybersecurity Framework, SOC 2, and PCI-DSS. Our security controls are designed to ensure the protection of personally identifiable information (PII) throughout its lifecycle—from intake to secure destruction—across both digital and physical environments.</p>

		<p>This includes but is not limited to:</p> <ul style="list-style-type: none"> • Logical Security: Role-based access control, multi-factor authentication, endpoint protection, regular patching, and encryption of data at rest and in transit. • Physical Security: Badge-controlled access to facilities, security camera coverage, and clean desk policies to ensure workspace protection. • Secure Disposal: Formal policies for secure destruction of paper and electronic records, including shredding practices and secure e-waste handling. • Security Monitoring and Testing: 24x7 security operations by eSentire, a leading Managed Detection and Response (MDR) provider, including continuous monitoring, threat detection, and automated incident response. Quarterly internal and external vulnerability scans by an Approved Scanning Vendor (ASV), and annual third-party penetration testing focused on OWASP Top 10 and other relevant threat vectors. • Governance and Oversight: Security policies are regularly reviewed and updated, with oversight from a dedicated security and compliance team. Incident response plans are in place and tested annually. • Compliance: We are compliant with PCI-DSS requirements and apply applicable FISMA controls to systems and data relevant to state or federal clients. <p>While we have not yet executed a nondisclosure agreement or received Washington State's</p>
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			specific security requirements, we are committed to meeting or exceeding all contractual obligations, applicable laws, and WSAC directions. We welcome the opportunity to review and align with any additional state-specific guidance.
h) Bidder shall utilize a computerized billing system and maintain such other internal controls as may be needed to provide a hierarchy of security that complies with Section 5 Safety & Security in the Contract and <i>Exhibit I, Nondisclosure Agreement</i> between the Bidder and WSAC, applicable Washington State laws, WSAC standards, and protects debtor personally identifiable information.	YES	YES	While we have not yet executed a nondisclosure agreement or received Washington State’s specific security requirements, we are committed to meeting or exceeding all contractual obligations, applicable laws, and WSAC directions. We welcome the opportunity to review and align with any additional state-specific guidance.
i) Bidder’s system must have the ability to report accounts to a national credit bureau organization, as required by U.S. Federal regulations. Bidder must respond to credit disputes filed by the debtor in a manner consistent with Federal laws, Washington and other state laws and regulations, including but not limited to the Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681 et seq.	YES	YES	
j) Bidder must provide IRS form 1098E for debtors as required by IRS regulations.	YES	YES	
k) Bidder shall return an account within ten (10) business days if the debtor has notified the Bidder to stop contacting them per the Fair Debt Collections Practices Act (FDCPA), 15 U.S.C. § 1692 et seq. Bidder shall also provide the WSAC with a copy of any “stop contact” notification from the debtor.	YES	YES	
l) Bidder should be responsible for compliance with the ACH rules and any fines resulting from non- compliance.	YES	YES	

**PRICES FOR
PERFORMANCE REQUIREMENTS**

Periodic Fixed Fees on a per account, per month basis.

Fee Description	Fee Amount Per Month*
Monthly Repayment	\$2.62
Cosigner	\$0.50 (Per Co-Signer)
Monthly Update	\$0.00
Service Fee	\$0.00
Bankruptcy Monitoring	\$0.00
On-line Access Fee (for WSAC Staff)	\$35.00 (Per WSAC User)

*Periodic fixed fees per account shall be reflected as monthly fees regardless of the period.

Fixed Fees on a per event basis

Fee Description	Triggering Event***	Fee Amount Per Event
Establish New Account	No Charge	\$0.00
Entering Repayment Letter	Included in above Fee	\$0.00
First Billing Statement - Agency Required Inclusion	Included in above fee is standard statement message	\$0.00
Phone Call Introduction	Per Call (<i>Optional</i>)	\$1.00
Payment Due Date Reminder Email	Included as standard for Borrowers signed up for electronic payment	\$0.00
Phone Call Missed Payment	Per Call (<i>Optional</i>)	\$1.00
Missed Payment Letter	Past due notices included in above pricing.	\$0.00
Missed Payment Email	Past due notices included in above pricing.	\$0.00
Collection Referral Letter	Past due notices included in above pricing.	\$0.00
Phone Call Final Missed Payment	Per Call (<i>Optional</i>)	\$1.00
Paid in Full Letter	Per Loan	\$1.25 / \$0.75 (email)
1098-E Notifications	Per Borrower	\$1.50 / \$1.00 (email)
NSF Notification	No Charge	\$0.00

Other Fixed Fees on a per account basis.

Fee Description	Fee Amount Per Month*
Quarterly Repayment	\$2.65
Credit Bureau Reporting	\$0.00
eOSCAR Credit Bureau Disputes	\$10.00 (<i>Handle dispute borrower files with Bureaus</i>)

Red Flag (Basic/Premium)	\$0.00
Regulation Z (Truth In Lending Act)	\$0.00
E-Sign Promissory Notes	\$0.00
Co-Signer E-Sign Authentication	\$0.00
Award Emails/Letters	\$0.00
Web Exit Interviews	\$0.00
Exit Emails/Letters	\$0.00
Mailed Exits	\$0.00
SkipTrace Services (Address and Phone)	\$0.00
Refunds of Overpaid Loans	\$10.00
NSF Charges	\$0.00

Other Fees on a per event basis.

Fee Description	Fee Amount Per Month*
Professional Services	\$225 Pr Hr. (Client Requested Custom Programming)
Special Letters	\$1.50 (Per Letter)
Special Emails	\$1.00 (Per Email)
Repayment Loan – End of Life	\$2.65 (Per Loan – 1 Month Only)
Deconversion Fee	\$15.00 (Per Loan – End of Contract termination only)
Monthly Enrollment	\$1.00

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Contract, Contractor shall obtain and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial General Liability Insurance (and, if necessary, commercial umbrella liability insurance) covering Bodily Injury and Property Damage on an 'occurrence form' in the amount of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. This coverage shall include Contractual Liability insurance for the indemnity provided under this Contract.
 - b. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.
 - c. **EMPLOYER'S LIABILITY (STOP GAP) INSURANCE.** Employer's liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 bodily injury by disease policy limit.
 - d. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.** Symbol 1' commercial automobile liability coverage (and, if necessary, commercial umbrella liability insurance) including coverage for all owned, hired, and non-owned vehicles. The combined single limit per accident shall not be less than \$1,000,000.
 - e. **COMMERCIAL UMBRELLA LIABILITY INSURANCE.** Commercial umbrella liability insurance coverage of not less than \$3,000,000 per occurrence and \$3,000,000 annual aggregate, shall be provided and shall apply over all liability policies, without exception, including but not limited to Commercial General Liability, Commercial Automobile Liability, Employers Liability.
 - f. **PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) INSURANCE.** Professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence or claim, \$2,000,000 annual aggregate for malpractice or errors and omissions coverage against liability for damages because of personal injury, bodily injury, death, or damage to property, including the loss of use thereof, and damages because of negligent acts, errors, and omissions in any way related to this Master Contract. The policy shall have an extended reporting period of not less than five (5) years after completion.
 - g. **CYBER-SECURITY AND PRIVACY BREACH.** Cyber risk insurance, on a claim form. This coverage shall include Contractual Liability insurance for the indemnity provided under this Contract. Limits are \$10,000,000 per occurrence and \$15,000,000 aggregate. As a separate policy of in coordination with other coverages, must include but is not limited to coverage for first-party costs and third-party claims from:
 - i. Failure to protect data, including unauthorized disclosure, use or access;
 - ii. Security failure or privacy breach;
 - iii. Failure to disclose such breaches as required by law, regulation or contract;
 - iv. Costs associated with notifications, public relations, crisis management advice, credit monitoring, postage, advertising, forensic examinations to determine

- cause and scope of data breach, WSAC risk mitigation services, and other services to assist in managing and mitigating a cyber-incident;
- v. Interruptions of business operations;
- vi. RTO expenses;
- vii. Network security failure;
- viii. Communications and media liability (e.g., infringement of copyright, title, slogan, trademark, trade name, trade dress, service mark or service name in the policyholder’s covered material);
- ix. Computer fraud;
- x. Forgery;
- xi. Money and securities;
- xii. Employee dishonesty;
- xiii. Cyber-extortion;
- xiv. Cyber-terrorism;
- xv. Electronic Funds Transfer, computer, and electronic transmissions fraud and theft;
- xvi. Failure to comply with RCW 19.255.020 and 42.56.590, Health Insurance Portability & Accountability Act of 1996 (“HIPPA”), Family Educational Rights and Privacy Act (“FERPA”), PCI Data Security Standard, Graham Leach Bliley Act; and
- xvii. Other cyber-liability or cyber-crime expenses and provide for associated crisis management and public relations expenses.

The policy must include a waiver of subrogation in the favor of the State, WSAC, and their affiliates.

The insurance coverage limits set forth herein are the minimum. Contractor’s insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against WSAC and the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING.** Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington’s Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best’s Insurance Rating. WSAC reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** Commercial General Liability, and Commercial Automobile Liability Insurance shall include the State of Washington and WSAC (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Prior to execution of the Contract, Contractor shall furnish to WSAC, as evidence of the insurance coverage required by this Contract, a certificate of insurance satisfactory to WSAC that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) days prior to coverage expiration, Contractor shall furnish to WSAC an updated or renewed certificate of insurance, satisfactory to WSAC, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to

maintain or provide proof of insurance, as required, will result in contract cancellation. **All policies and certificates of insurance shall include the Contract number stated on the cover of this Contract.** All certificates of Insurance and any related insurance documents shall be sent via email to WSAC at the email address set forth below:

Email:	marlas@wsac.wa.gov <i>Note:</i> The Email Subject line must state: Contract Insurance Certificate – Contract No. 27PR004 – Billing Services for Financial Aid Receivables
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5. **PRIMARY COVERAGE.** Contractor’s insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, WSAC and the State of Washington. All insurance or self-insurance of WSAC and the State of Washington shall be excess of any insurance provided by Contractor or subcontractors.

6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor to WSAC. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor’s liability or responsibility.

7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against WSAC and the State of Washington for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.

8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least thirty (30) days prior written Legal Notice by Contractor to WSAC. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Contract number stated on the cover of this Contract.

9. **EXTENDED REPORTING PERIOD.** If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Contract.

AGENCY NON-DISCLOSURE AGREEMENT

BETWEEN

WASHINGTON STUDENT ACHIEVEMENT COUNCIL

AND

UNIVERSITY ACCOUNTING SERVICE, LLC

PARTIES

This Non-Disclosure Agreement (hereinafter referred to as the “Agreement” is entered into by and between the State of Washington acting by and through the Washington Student Achievement Council, a Washington State governmental agency (“WSAC”) and University Accounting Service, LLC (“UAS”).

CONFIDENTIAL INFORMATION

UAS agrees not to disclose, distribute, copy, clone, or modify any confidential information related to the billing services for financial aid receivables and agrees not to use any such information without obtaining prior consent from WSAC, except the information may be used solely for the purposes of work under 27PR004: Billing Services for Financial Aid Receivables.

COLLECTIVELY

UAS has been informed and understands that all information related to this Agreement and work being completed for billing services for financial aid receivables is confidential and may not be disclosed to unauthorized persons. UAS agrees not to divulge, disclose distribute, transfer, sell, or otherwise make known to unauthorized persons any information contained in this program.

UAS understands that any personally identifiable information, including, but not limited to (a) debtor names, (b) the name of a debtor’s parent or other family members, (c) debtor addresses, (d) the address of a debtor’s family, (e) personal identifiers such as any person’s social security number or other Information required of any taxpayer in connection with the assessment or collection of any tax, or other identifying number, (f) personal characteristics that would make a debtor’s identity easily traceable, (g) any combination of information that would make a student's identity easily traceable, (h) any other personally identifiable debtor related information, or portrayal of debtor related information in a personally identifiable manner. (See the federal FERPA statute at 20 U.S.C. section 1332g and its implementing regulations at 34 C.F.R. Part 99 which prohibit the unauthorized public disclosure and redisclosure of "personally identifiable student information" in or from debtor "education records"; and the state ethics law at RCW 42.52.050 which prohibits state officers and employees from disclosing confidential information as defined above).

UAS understands that they are not to access or use this information for their own gain personally or professionally.

Confidential Information shall not include information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies) (i) previously known to Recipient, as evidenced by written records existing prior to Recipient’s receipt from Disclosing Party, (ii) independently developed by Recipient without use of the Confidential Information, as demonstrated by contemporaneous

documentation (iii) acquired by it from a third party which was not, to the Recipient's knowledge after reasonable inquiry, in breach of an obligation to the Disclosing Party not to disclose such information, (iv) that has been rendered anonymous in such a manner that the data subject is not or no longer identifiable Information that has been rendered irreversibly de-identified in accordance with applicable law and WSAC-approved standards, such that the data subject cannot reasonably be re-identified, as determined by WSAC in writing; (v) which is or becomes publicly available through no breach of this Agreement by the Recipient, or (vi) which is voluntarily furnished by Discloser to third parties without confidentiality restrictions and without legal or regulatory obligation to disclose.

UAS understands that I am prohibited from directly or indirectly making any unauthorized disclosure of any such Confidential Information to any other person or entity, and I swear or affirm and promise that I will not do so. Finally, I understand that if I participate in any unauthorized disclosure of Confidential Information I may be subject to applicable disciplinary, civil, and criminal proceedings and/or penalties.

UAS agrees to abide by all federal and state laws and regulations regarding confidentiality and disclosure of the information related to this Agreement.

UAS, hereby assures the WSAC that: (1) UAS been informed of the obligations and limitations respecting the nondisclosure of Confidential Information established by this Contract between UAS and the WSAC, (2) no Confidential Information as defined above will be disclosed to any person or entity not expressly authorized by or pursuant to this non-disclosure agreement to receive such information, (3) UAS shall adequately safeguard all such Confidential Information from disclosure to or access by unauthorized persons, and (4) all Confidential Information provided by or through the WSAC or collected by UAS on behalf of the WSAC will be retrieved and returned to the WSAC prior to the expiration of the Agreement, or immediately upon termination of the Agreement by either party.



AGENCY CONTRACT COMPETITIVE SOLICITATION – No. 25RQ500
BILLING SERVICES FOR FINANCIAL AID RECEIVABLES

INTRODUCTION

The Washington Student Achievement Council (WSAC) is issuing this Competitive Solicitation pursuant to RCW 39.26. Pursuant to this Competitive Solicitation, WSAC intends to conduct a competitive procurement to award an Agency Contract for WSAC to purchase billing services for financial aid receivables (“billing services”).

BACKGROUND

By statute, WSAC provides strategic planning, oversight, advocacy, and programs to support increased student success, higher levels of educational attainment and targeted workforce needs in Washington. Programs administered by WSAC includes those that provide state funds such as, financial aid to eligible students and professionals pursuing college credits, certificates, and degrees. Those who receive aid, do so upon the conditions and requirements set forth by the individual programs that provide funding. Failure to meet the respective program conditions require, recipients to repay the funds received back to the state ([Chapter 250-21-051 WAC](#)).

Currently 19 financial aid programs and subprograms require repayment. The Legislature may authorize additional programs in the future. The largest number of individuals in repayment will have received State Need Grant (now known as the Washington College Grant fund [WAC 250-21](#)). Additional programs including grants that encourage access, to higher education, and conditional loan and loan programs that are targeted to meet workforce needs are individually authorized in [WAC 250](#). The conditional loan and loan repayment programs may have fewer individuals in repayment but the individual amounts owed are greater repayment sums than the individual grant repayments. WSAC also contracts with individual federal financial aid programs. More information about all programs can be found on the WSAC website at www.wsac.wa.gov.

SCOPE OF WORK

The purpose of this contract to provide billing services for financial aid receivables that are performed fairly, respectfully and in accord with State and federal law and ethical codes for government contracting.

Programs administered by the Agency include those that provide state funds as financial aid to eligible students and professionals pursuing college credits, certificates, and degrees. Those who receive aid, do so upon the conditions and requirements set forth by the individual program that provides the funding. This includes the loan repayment programs for licensed professionals in health and teaching to serve in critical shortage areas who breach the contract requirements. Failure to meet the respective program conditions require recipients to repay the funds received back to the state ([WAC Chapter 250-21](#)).

As of November 30, 2024, approximately 2,200 accounts owing approximately \$2 million dollars are receiving billing services. Currently, the average number of new accounts to be transferred to a Contractor monthly is 70 and the average number to be paid in full monthly is 25. Modest growth in accounts is expected. If no payments are received by the Contractor within 90 days the Contractor will return the account to WSAC for disposition to a collection company.

Please see *Exhibit B-1 – Performance Requirements/Non-Cost Factors*, and *Exhibit B-2 – Bidder’s Response to Scope of Work/Services* for full description of scope and service levels.

MINIMUM QUALIFICATIONS

- Bidder(s) must be licensed to do business in the state of Washington or provide a commitment that it will become licensed within 30 calendar days of being selected as the Apparent Successful Bidder.
- Bidder(s) must have experience supplying management of performance (including invoicing and payment processing), and administration of financial billing services.
- Bidders must agree to provide the Services as stated in the Scope of Work, as well as all other requirements as stated in this RFP.
- Bidder(s) must be an established business firm, with all necessary licenses, bonding, facilities, equipment and existing IT platform, and trained personnel necessary to provide the services specified in this RFP solicitation.

DESIRABLE QUALIFICATIONS

- Bidder(s) with bi-lingual staff, Spanish speaking at a minimum.
- Bidder(s) having prior experience with state or local government billing services.
- Bidder(s) having an understanding of federal regulations related to student loans.
- Bidder(s) with a disaster recovery plan and a methodology for testing.
- Bidder(s) with experience in higher education or government billing portfolios and services.

This Competitive Solicitation consists of this document and the exhibits identified in the summary table attached as ***Appendix A – Summary Table of all Exhibits & Required Bid Submittals***.

This Competitive Solicitation is divided into six (6) sections and one appendix:

- [Section 1](#) provides a summary table of relevant deadlines for responding to the Competitive Solicitation and identifies contact information for WSAC’s Procurement Coordinator.
- [Section 2](#) provides important information about the procurement that is designed to help interested Bidders evaluate the potential opportunity, including the purpose of the procurement, the form of the resulting Contract, and potential contract sales.
- [Section 3](#) identifies how WSAC will evaluate the bids.
- [Section 4](#) identifies how to prepare and submit a bid for this Competitive Solicitation, including detailed instructions regarding what to submit and how to submit your bid.

- [Section 5](#) details the applicable requirements to file a complaint, request a debrief conference, or file a protest regarding this Competitive Solicitation.
- [Section 6](#) provides information pertaining to doing business with the State of Washington, including WSAC's efforts to enable Washington's small and diverse businesses to compete for and participate in state procurements for services.

In addition, this Competitive Solicitation includes the following Exhibits:

- *Exhibit A – Bidder's Certification*: This exhibit identifies information that Bidder must provide to WSAC to constitute a responsive bid and also states Bidder certifications. See Section 4, below.
- *Exhibit B-1 – Performance Requirements/Non-Cost Factors*: This exhibit outlines the required specifications/qualifications for the services that is/are the subject of this Competitive Solicitation. Must be submitted as a stand-alone file, Word or PDF.
- *Exhibit B-2 – Response to Scope of Work/Services*: This exhibit outlines the required services that are the subject of this Competitive Solicitation and a Bidder's ability to meet and/or provide a proposed solution. Must be submitted as a stand-alone file, Word or PDF.
- *Exhibit C – Bid Price-Cost Proposal*: This exhibit provides the pricing information that Bidders will complete as part of their bid and the price evaluation tool that WSAC will use to evaluate and compare bids.
- *Exhibit D – Contract*: This exhibit is a draft of the Contract that any successful Bidder will execute with WSAC.
- *Exhibit E – Contract Issues List*: This exhibit outlines the Bidder's issues, if any, and proposed resolution for Bidders who have business concerns with the form of the Contract. Note, however, that WSAC reserves the right not to modify the Contract and to award the Contract on the basis of a Bidder's willingness to agree to the Contract. In no event is a Bidder to submit its own standard terms and conditions in response to this solicitation.
- *Exhibit F – Summary of Active Billing Service Accounts by Program Type*: This exhibit outlines the current accounts at WSAC. Please note: this list is subject to change.
- *Exhibit G – Communications to Borrowers Schedules and Samples*: This exhibit provides samples of communication provided to borrower account holders and the schedules from which those communications will be provided. WSAC will provide the authorized language and templates.
- *Exhibit H – Bidder's Report*: This exhibit lists the reports WSAC requires that are either canned reports or enables WSAC the ability to create ad hoc reports on demand (to include Aged-Aging Account Report).

SECTION 1 – DEADLINES, QUESTIONS, PROCUREMENT COORDINATOR, AND MODIFICATION

This section identifies important deadlines for this Competitive Solicitation, where to direct questions regarding the Competitive Solicitation, and the process for potential amendments or modifications to the Competitive Solicitation.

1.1. **COMPETITIVE SOLICITATION DEADLINES.** The following table identifies important dates for this Competitive Solicitation:

COMPETITIVE SOLICITATION DEADLINES		
ITEM	DATE	
Competitive Solicitation Posting Date:		April 2, 2025
Virtual Pre-Bid Conference:	<p>Wednesday, April 16, 2025 at 11:00am (Pacific Time)</p> <p>Attend via Microsoft Teams Need help? Join the meeting now</p> <p>Meeting ID: 268 259 891 203 Passcode: Up9h9R7u</p> <p>Dial in by phone +1 564-999-2000,,472204781# United States, Olympia (833) 322-1218,,472204781# United States (Toll-free) Phone conference ID: 472 204 781#</p>	
Question & Answer Period:	Deadline for Submitting Questions:	Tuesday, May 6, 2025 11:59 pm (Pacific Time)
	Anticipated Deadline for Answers:	Friday, May 9, 2025
Deadline for Submitting Bids:		Wednesday May 14, 2025 11:59 pm (Pacific Time)
Anticipated Interview/Presentation Date(s)		Wednesday, May 28, 2025
Anticipated Announcement of:	Apparent Successful Bidders:	June 6, 2025
	Contract Awards:	June 23, 2025

Note: As required by Washington law, this Competitive Solicitation is posted to [Washington’s Electronic Business Solution](#) (“WEBS”). See [RCW 39.26.150](#). Interested Bidders must register in WEBS. In the event there are amendments to this Competitive Solicitation, WSAC will post such amendments to WEBS. Similarly, in the event of any timely Bidder questions (i.e., questions raised during the Pre-Bid Conference or the Question & Answer Period), WSAC will post written responses to such questions to WEBS.

- 1.2. **PRE-BID CONFERENCE.** WSAC will host a virtual Competitive Solicitation Pre-Bid Conference at the date and time set forth in Section 1.1, above. Bidders are encouraged to attend and participate, but attendance is not mandatory.

The Pre-Bid Conference is intended to:

- Familiarize Bidders with Washington’s requirements for governmental procurements of goods/services; and
- Explain the Competitive Solicitation; and
- Allow Bidders to raise questions or concerns regarding the Competitive Solicitation.

As practicable, WSAC will address Bidder questions or concerns that are raised during the Pre-Bid Conference at that time. Nonetheless, to ensure fairness to all potential Bidders, WSAC will identify Bidder questions or concerns asked during the Pre-Bid Conference and the Procurement Coordinator will provide an official response in the question and answer period. Assistance for disabled, blind, or hearing-impaired persons who wish to attend the Pre-Bid Conference is available with prior arrangement by contacting the Procurement Coordinator.

- 1.3. **COMPETITIVE SOLICITATION QUESTIONS.** Questions or concerns regarding this Competitive Solicitation must be directed to the following Procurement Coordinator:

Procurement Coordinator	
Name:	Mark Vessey
Telephone:	360-485-1079
Email:	markv@wsac.wa.gov

The Procurement Coordinator will post written answers to Bidder questions or concerns to WEBS. Bidders are encouraged to submit questions and concerns regarding the Competitive Solicitation as early in the process as possible to allow the Procurement Coordinator time to consider and respond. Visit [WEBS](#) to register.

- 1.4. **COMPLAINTS, DEBRIEFS, & PROTESTS.** The Competitive Solicitation (and award of any Contract) is subject to complaints, debriefs, and protests as explained in Section 5, which may impact the dates set forth above.
- 1.5. **COMPETITIVE SOLICITATION – AMENDMENT & MODIFICATION.** WSAC reserves the right to amend and modify this Competitive Solicitation. **Only Bidders who have properly registered and downloaded the original Competitive Solicitation directly via the Washington Electronic Business Solution WEBS will receive notifications of amendments and other correspondence pertinent to this Competitive Solicitation.**

SECTION 2 – INFORMATION ABOUT THE PROCUREMENT

This section describes the purpose of the Competitive Solicitation and provides information about this procurement, including the potential scope of the opportunity.

- 2.1. **PURPOSE OF THE PROCUREMENT – AWARD A CONTRACT.** The purpose of this Competitive Solicitation is to receive competitive bids to evaluate and, as appropriate, award a Contract for WSAC to procure

billing services as set forth herein. Pursuant to Washington’s Procurement Code for Goods and Services, RCW chap. 39.26, state agency purchases of goods and services must be based on a competitive solicitation process in which the Contract is awarded to the lowest responsive, responsible Bidder.

- 2.2. **CONTRACT.** The form of the Contract that will be awarded as a result of this Competitive Solicitation is attached as ***Exhibit D – Contract***.
- 2.3. **CONTRACT TERM.** As set forth in the attached Contract for this Competitive Solicitation, the contract term is forty-eight (48) months. Bidders are to specify prices for the contract term. The Contract is subject to earlier termination.
- 2.4. **ESTIMATED CONTRACT VALUE.** Historically, for prior contracts, annual total compensation was approximately \$65,000 for the services. Total potential or estimated contract compensation for this Competitive Solicitation are not known. Although WSAC does not represent or guarantee any minimum purchase from the Contract, WSAC anticipates purchasing approximately \$70,000 of services.
- 2.5. **WASHINGTON STATE PROCUREMENT PRIORITIES & PREFERENCES.** WSAC will apply the following Washington State procurement priorities and preferences to this Competitive Solicitation which, as set forth in Section 3.5, will impact the evaluation of bids for this Competitive Solicitation:
 - Executive Order 18-03: 25 points
 - Washington Small Business: 50 points
 - Certified Veteran-Owned Business: 25 points

SECTION 3 – BID EVALUATION

This section identifies how WSAC will evaluate bids for this Competitive Solicitation.

- 3.1. **OVERVIEW.** WSAC will evaluate bids for this Competitive Solicitation as described below.
 - Bidder responsiveness, performance requirements, price factors, and responsibility, will be evaluated based on the process described herein.
 - Any Bidder whose bid is determined to be non-responsive will be rejected and will be notified of the reasons for this rejection.
 - WSAC reserves the right to:
 - (1) Request clarification regarding any bid;
 - (2) Waive any informality;
 - (3) Reject any or all bids, or portions thereof;
 - (4) Accept any portion of the bid unless the Bidder stipulates all or nothing in their bid;
 - (5) Cancel the Competitive Solicitation and, if desired, re-solicit bids; and/or

(6) Negotiate with the lowest responsive and responsible Bidder(s) to determine if such bid can be improved.

- WSAC will use the following process and evaluation criteria to determine eligibility for an award of the Contract:

STEP	ITEM	POINTS
1	Bid Responsiveness	Pass/Fail
Bid Evaluation		
2	Performance / Non-Cost Factors/Experience/Qualifications Exhibit B-1 – Performance Requirements	568
	Exhibit B-2 – Response to Scope of Work/Services	132
3	Cost Factors Exhibit C – Bid Price-Cost Proposal	300
Sub-Total:		1000
State Procurement Priorities		
4	Washington Small Business	50
	Certified Veteran-Owned Business	25
	Executive Order 18-03	25
Total:		1100
TOP-SCORED BIDDER(S) ADVANCE TO STEP 5		
Responsibility Analysis		Pass/Fail
Presentation Evaluation		
5	Demonstration/Interview	200
Contract Negotiations		
6	Contract Negotiations	N/A

3.2. **BID RESPONSIVENESS/RESPONSIBILITY (STEP 1).** WSAC will review bids – on a pass/fail basis – to determine whether the bid is ‘responsive’ to this Competitive Solicitation. This means that WSAC will review each bid to determine whether the bid is complete – i.e., does the bid include each of the required bid submittals, are the submittals complete, signed, legible. WSAC reserves the right – in its sole discretion – to determine whether a bid is responsive – i.e., to determine a Bidder’s compliance with the requirements specified in this Competitive Solicitation and to waive informalities in a bid. An informality is an immaterial variation from the exact requirements of the Competitive Solicitation, having no effect or merely a minor or negligible effect on quality, quantity, or delivery of the goods or the quality, capability, or performance of the services being procured, and the correction or waiver of which would not affect the relative standing of, or be

otherwise prejudicial, to Bidders. For responsive bids, WSAC will perform a cursory review to determine Bidder's ability to meet the minimum requirements. In determining responsibility, WSAC will review *Exhibit B – Performance Requirements* on Bidder's ability to meet the minimum pass/fail requirements.

- 3.3. **PERFORMANCE REQUIREMENTS EVALUATION (STEP 2).** WSAC will evaluate each bid to ensure that each Bidder's goods(s) and/or service(s) meet the specifications and/or performance requirements set forth in *Exhibit B-1 – Performance Requirements/Non-Cost Factors, and Exhibit B-2 – Response to Scope of Work/Services*. WSAC reserves the right to request additional information or perform tests and measurements before selecting the Apparent Successful Bidder. A Bidder's failure to provide requested information to WSAC within ten (10) business days may result in disqualification.
- 3.4. **BID PRICING EVALUATION (STEP 3).** WSAC will evaluate bid pricing by reviewing and comparing the submitted bid prices provided in *Exhibit C-Bid Price-Cost Proposal*.
- 3.5. **WASHINGTON STATE PROCUREMENT PRIORITIES & PREFERENCES (STEP 4).** WSAC will apply the following Washington State procurement priorities and preferences, as set forth below, to this Competitive Solicitation
- **PROCUREMENT PREFERENCE FOR EXECUTIVE ORDER 18-03** (Firms without Mandatory Individual Arbitration for Employees). Pursuant to RCW 39.26.160(3) (best value criteria) and consistent with [Executive Order 18-03 – Supporting Workers' Rights to Effectively Address Workplace Violations](#) (dated June 12, 2018), WSAC will evaluate bids for best value and will provide a bid preference in the amount of 25 evaluation points to any Bidder who certifies, pursuant to **Exhibit A – Bidder's Certification**, that their firm does **NOT** require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
 - **WASHINGTON SMALL BUSINESSES.** In furtherance of Washington's business inclusion goals WSAC will evaluate bids for best value and will provide a bid preference in the amount of 50 points to any Bidder who certifies, pursuant to **Exhibit A – Bidder's Certification**, that Bidder qualifies as a 'Washington Small Business' as set forth in **Exhibit A – Bidder's Certification**.
 - **CERTIFIED VETERAN-OWNED BUSINESSES.** In furtherance of Washington's business inclusion goals, WSAC will evaluate bids for best value and will provide a bid preference in the amount of 25 points to any Bidder who certifies, pursuant to **Exhibit A – Bidder's Certification**, that Bidder qualifies as a Washington Department of Veterans' Affairs Certified Veteran-Owned Business.
- 3.6. **PRESENTATION EVALUATION (STEP 5).** WSAC may invite the Bidder(s) with the top-scored proposals to present/interview with the evaluation committee. All key personnel will be required to participate in the presentation/interview process. WSAC will contact the Bidder(s) to schedule a date and time for presentation/interview. Bidder is encouraged to secure the date(s) indicated in Competitive Solicitation Section 1.1. WSAC will provide further instruction at the time of scheduling presentations/interviews. Prior points are cumulative and will be added to scores from Steps 2 & 3. There will be a maximum of 200 points awarded based on Bidder's presentation/interview.

3.7. **BIDDER RESPONSIBILITY ANALYSIS.** The Washington State Legislature requires that Washington state agencies award contracts for goods/services only to ‘responsible bidders.’ See [RCW 39.26.160\(2\)](#). Accordingly, to be eligible to be considered for a Contract award resulting from this Competitive Solicitation, WSAC must determine that Bidder is a ‘responsible bidder.’ Accordingly, WSAC will make reasonable inquiry to determine bidder responsibility on a pass/fail basis. In determining bidder responsibility, WSAC will consider the following:

- Bidder’s certifications as provided in Bidder’s **Exhibit A – Bidder’s Certification**;
- Bidder’s ability, capacity, and skill to perform the Contract or provide the Goods/Services;
- Bidder’s character, integrity, reputation, judgment, experience, and efficiency;
- Bidder’s ability to perform the Contract within the time specified;
- Bidder’s performance quality pertaining to previous contracts or services;
- Bidder’s compliance with laws relating to the Contract or services;
- Whether, within the three-year period immediately preceding the date of the Competitive Solicitation, Bidder has been determined by a final and binding citation and notice of assessment issued by the Washington State Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW; and
- Such other information as may be secured having a bearing on the decision to award a Contract.

See RCW 39.26.160(2)(a)-(g) In addition, WSAC may consider the following:

- Financial Information: WSAC may request financial statements, credit ratings, references, record of past performance, clarification of Bidder’s bid, on-site inspection of Bidder’s or subcontractor’s facilities, a security design review or other information as necessary to determine Bidder’s capacity to perform and the enforceability of Bidder’s contractual commitments. Failure to respond to these requests may result in a bid being rejected as non-responsive.
- References: WSAC reserves the right to request and/or use references regarding Bidder to confirm satisfactory customer service, performance, satisfaction with service/product, knowledge of products/service/industry, and timeliness.

WSAC reserves the right to request bidder responsibility information from Bidder. If Bidder fails to provide such information to WSAC within five (5) business days, Bidder may be disqualified.

3.8. **CONTRACT NEGOTIATIONS (STEP 6).** WSAC may negotiate with the highest scored responsive, responsible Bidder to finalize the Contract and to determine if the bid may be improved. If, after a reasonable period of time, WSAC, in its sole judgement, cannot reach agreement on acceptable Contract terms with such Bidder, WSAC may suspend negotiations and undertake negotiations with the next highest scored responsive, responsible Bidder as determined by the evaluations.

3.9. **ANNOUNCEMENT OF APPARENT SUCCESSFUL BIDDER.** WSAC will determine the Apparent Successful Bidder (“ASB”). The ASB will be the responsive and responsible Bidder(s) that best meet(s) the Competitive Solicitation requirements and presents the best total value, including price, as calculated consistent with the instructions set forth in **Exhibit C – Bid Price-Cost Proposal**, and

other factors as set forth in this Competitive Solicitation including any applicable state procurement priority or preference.

- Designation as an ASB does not imply that WSAC will issue an award for a Contract. Rather, this designation allows WSAC to perform further analysis and ask for additional documentation. Once designated as the ASB, the Bidder must pass a Security Design Review by WSAC, prior to a contract being signed. The Bidder must not construe ASB designation as an award, impending award, attempt to negotiate, etc. If a Bidder acts or fails to act as a result of such notification or designation, it does so at its own risk and expense.
- Upon ASB announcement, Bidders may request a debrief conference as specified in Section 5.

3.10. **AWARD OF CONTRACT.** Subject to protests, if any, WSAC and the ASB will enter into a Contract as set forth in **Exhibit D – Contract**. A contract award is made and a contract formed by signature of WSAC and awarded Bidder on the Contract. WSAC reserves the right to award on an all-or-nothing consolidated basis. Following the award of the Contract, all Bidders registered in WEBS will receive a Notice of Award delivered to the Bidder’s email address provided in the Bidder’s profile in WEBS.

3.11. **BID INFORMATION AVAILABILITY.** Upon WSAC’s announcement of ASB, all bid submissions and all bid evaluations are subject to public disclosure pursuant to Washington’s Public Records Act. See RCW 39.26.030(2).

3.12. **ADDITIONAL AWARDS.** WSAC reserves the right, during the resulting Contract term, to make additional Contract awards to responsive, responsible Bidders who provided a bid but who were not awarded a Contract. Such awards would be on the same or substantially similar terms and conditions and would be designed to address an awarded Contractor vacancy (e.g., an awarded contractor is terminated or goes out of business) or be in the best interest of the State of Washington.

SECTION 4 – HOW TO PREPARE AND SUBMIT A BID FOR THIS COMPETITIVE SOLICITATION

This section identifies how to prepare and submit your bid to WSAC for this Competitive Solicitation. In addition, Bidders will need to review and follow the Competitive Solicitation requirements including those set forth in the exhibits, which identifies the information that Bidders must provide to WSAC to constitute a responsive bid. By responding to this Competitive Solicitation and submitting a bid, Bidders acknowledge having read and understood the entire Competitive Solicitation and accept all information contained within this Competitive Solicitation.

4.1. **BIDDER COMMUNICATIONS REGARDING THIS COMPETITIVE SOLICITATION.** During the Competitive Solicitation process, all Bidder communications regarding this Competitive Solicitation must be directed to the Procurement Coordinator specified in Section 1.2 of this Competitive Solicitation. Bidders should rely only on this Competitive Solicitation and written amendments to this Competitive Solicitation issued by the Procurement Coordinator. In no event will oral communications regarding this Competitive Solicitation be binding.

- Bidders are encouraged to make any inquiry regarding the Competitive Solicitation as early in the process as possible to allow WSAC to consider and, if warranted, respond to the inquiry. If a Bidder does not notify WSAC of an issue, exception, addition, or omission, WSAC may consider the matter waived by the Bidder for protest purposes.
 - If Bidder inquiries result in changes to the Competitive Solicitation, written amendments will be issued and posted on WEBS.
 - Unauthorized Bidder contact regarding this Competitive Solicitation with other state employees involved with the Competitive Solicitation may result in Bidder disqualification.
- 4.2. **PRICING.** Bid prices must include all cost components needed for the goods and/or services as described in this Competitive Solicitation. See **Exhibit C – Bid Price-Cost Proposal**. A Bidder’s failure to identify all costs in a manner consistent with the instructions in this Competitive Solicitation is sufficient grounds for disqualification.
- **Inclusive Pricing:** Bidders must identify and include all cost elements in their pricing. In the event that Bidder is awarded a Contract, the total price for the goods and/or services shall be Bidder’s price as submitted. Except as provided in the Contract, there shall be no additional costs of any kind.
- 4.3. **BID SUBMITTAL CHECKLIST – REQUIRED BID SUBMITTALS.** This section identifies the bid submittals that must be provided to WSAC to constitute a responsive bid. The submittals must be delivered as set forth below. Bids that do not include the submittals identified below may be rejected as nonresponsive. In addition, a Bidder’s failure to complete any submittal as instructed may result in the bid being rejected. Bidders may not provide unsolicited materials. For any supplemental materials expressly required by WSAC in writing, Bidders must identify such supplemental materials with the Bidder’s name.

APPENDIX A – SUMMARY TABLE OF ALL EXHIBITS & THE REQUIRED BID SUBMITTALS

This Competitive Solicitation includes each of the exhibits identified below in the *Summary Table of All Exhibits & the Required Bid Submittals*. The *Summary Table* also identifies Required Bid Submittals and what actions, if any, Bidders timely must complete as part of a responsive bid submission.

SUMMARY TABLE OF ALL EXHIBITS & THE REQUIRED BID SUBMITTALS		REQUIRED BID SUBMITTAL
EXHIBIT AND DESCRIPTION	REQUIRED BIDDER ACTION	
Exhibit A – Bidder’s Certification Identifies required information that Bidder must provide and states required Bidder certifications.	Bidder <u>must</u> complete Exhibit A – Bidder’s Certification , as specified therein, and submit it as part of Bidder’s bid.	Yes Required

SUMMARY TABLE OF ALL EXHIBITS & THE REQUIRED BID SUBMITTALS		REQUIRED BID SUBMITTAL
EXHIBIT AND DESCRIPTION	REQUIRED BIDDER ACTION	
<p>Exhibit B-1 – Scored Non-Cost Factors Identifies scored performance requirements for Bidder’s Services and/or Bidder’s performance capability that <u>exceed</u> the minimum required specifications.</p> <p>Must be submitted as a stand-alone file, Word or PDF.</p>	<p>Bidder <u>must</u> complete Exhibit B – Scored Non-Cost Factors, as specified therein, and submit it as part of Bidder’s bid.</p> <p><i>Note:</i> Awarded Bidders who receive evaluation points for any included Non-Cost Scored Performance Specifications will be required to include such additional performance specifications for Bidder’s Services and/or Bidder’s Performance in the awarded Contract.</p>	Yes Required
<p>Exhibit B-2 – Scored Responses Identifies scored service requirements for Scope of Work and the Bidder’s ability to meet the required Services and/or Bidder’s proposed solution.</p> <p>Must be submitted as a stand-alone file, Word or PDF.</p>	<p>Bidder <u>must</u> complete Exhibit B-2 – Response to Scope of Work/Services, as specified therein, and submit it as part of Bidder’s bid.</p> <p><i>Note:</i> Awarded Bidders who receive evaluation points for any included Responses to Scope will be required to include such services in the awarded Contract.</p>	Yes Required
<p>Exhibit C – Bid Price-Cost Proposal Provides the template and bid pricing information that Bidders must use to provide bid pricing.</p> <p>Must be submitted as a stand-alone file, Word or PDF.</p>	<p>Bidder <u>must</u> complete Exhibit C – Bid Price-Cost Proposal, as specified therein, and submit it as part of Bidder’s bid.</p>	Yes Required
<p>Exhibit D – Contract Provides the Contract form that awarded Bidders will execute with WSAC. This includes the Insurance Requirements and the Non-Disclosure Agreement.</p>	<p>Bidder <u>must</u> review Exhibit D – Contract and may submit to the Procurement Coordinator, in writing, any issues pertaining to the Contract terms and conditions.</p>	No
<p>Exhibit E – Bidder’s Contract Issues List Provides Bidders an opportunity to identify Bidder’s issues and proposed resolution/solution if Bidder has any business concerns with the Contract form stated in Exhibit D – Contract.</p> <p>Must be submitted as a stand-alone file, Word or PDF.</p>	<p>Required ONLY if Bidder has issues with the Contract form’s terms and conditions stated in Exhibit D – Contract. If so, Bidder must complete Exhibit E – Bidder’s Contract Issues List, as specified therein, and submit it as part of Bidder’s bid.</p>	If applicable
<p>Exhibit F – Summary of Active Billing Service Accounts by Program Type. This exhibit outlines the current accounts by WSAC</p>	<p>Bidder <u>must</u> review Exhibit and ask any question during the Q/A portion if unclear on account types.</p>	No

SUMMARY TABLE OF ALL EXHIBITS & THE REQUIRED BID SUBMITTALS		REQUIRED BID SUBMITTAL
EXHIBIT AND DESCRIPTION	REQUIRED BIDDER ACTION	
Exhibit G – Communications to Borrowers Schedules and Samples. This exhibit provides samples of communication provided to borrower account holders and the schedules from which those communications will be provided.	Bidder <u>must</u> review Exhibit and ask any question during the Q/A portion if unclear on account types. WSAC will provide the authorized language and templates.	No
Exhibit H – Bidder’s Report. This exhibit lists the reports WSAC requires that are either canned reports or enables WSAC the ability to create ad hoc reports on demand.	Bidder <u>must</u> review Exhibit and ask any question during the Q/A portion if unclear on account types.	No

- 4.4. **BID FORMAT.** Bids must be complete, legible, signed, and follow all instructions stated in the Competitive Solicitation (including the exhibits). Unless otherwise specified in writing by WSAC, documents included with an electronic bid must be prepared in MS Word, MS Excel, or Adobe PDF. Where required to do so, Bidders may sign using either a physical or electronic signature.
- 4.5. **SUBMITTING BIDS.** Bidder’s electronic bid must be emailed to RFPCoordinator@wsac.wa.gov. WSAC’s email only can accept emails (including attachments) that total less than 30MB in size. Bidders are cautioned to keep email sizes to less than 25MB to ease delivery. Zipped files cannot be accepted.
- 4.6. **ADDITIONAL BID SUBMITTALS.** Bidders may not provide unsolicited materials. For any supplemental materials expressly required by WSAC in writing, Bidders must identify such supplemental materials with Bidder’s name.

SECTION 5 – COMPLAINT, DEBRIEF, & PROTEST REQUIREMENTS

This section details the applicable requirements for complaints, debriefs, and protests.

- 5.1. **COMPLAINTS.** This Competitive Solicitation offers a complaint period for Bidders wishing to voice objections to this Competitive Solicitation. The complaint period ends five (5) business days before the bid due date. The complaint period is an opportunity to voice objections, raise concerns, or suggest changes that were not addressed during the Question & Answer Period or, if applicable, at the Pre-Bid Conference. Failure by the Bidder to raise a complaint at this stage may waive its right for later consideration. WSAC will consider all complaints but is not required to modify or cancel the Competitive Solicitation. If Bidder complaints result in changes to the Competitive Solicitation, written amendments to the Competitive Solicitation will be issued and posted on WEBS.
 - a. **CRITERIA FOR COMPLAINT.** A complaint may be based only on one or more of the following grounds: (a) The Competitive Solicitation unnecessarily restricts competition; (b) The

Competitive Solicitation evaluation or scoring process is unfair or flawed; or (c) The Competitive Solicitation requirements are inadequate or insufficient to prepare a response.

- b. INITIATING A COMPLAINT. A complaint must: (a) Be submitted to and received by the Procurement Coordinator no less than five (5) business days prior to the deadline for bid submittal; and (b) Be in writing (see Form and Substance, and Other below). A complaint should clearly articulate the basis of the complaint and include a proposed remedy.
 - c. RESPONSE. When a complaint is received, the Procurement Coordinator (or designee) will consider all the facts available and respond in writing prior to the deadline for bid submittals, unless more time is needed. WSAC is required to promptly post the response to a complaint on WEBS.
 - d. RESPONSE IS FINAL. The Procurement Coordinator's response to the complaint is final and not subject to administrative appeal. Issues raised in a complaint may not be raised again during the protest period. Furthermore, any issue, exception, addition, or omission not brought to the attention of the Procurement Coordinator prior to bid submittal may be deemed waived for protest purposes.
- 5.2. **DEBRIEF CONFERENCES.** A Debrief Conference is an opportunity for a Bidder and WSAC, through its Procurement Coordinator, to meet and discuss the Bidder's bid (and, as further explained below, is a necessary prerequisite to filing a protest). Following the bid evaluation, WSAC will issue an ASB announcement. That the ASB announcement may be made by any means, but WSAC likely will use email to the Bidder's email address provided in the Bidder's Profile. Bidders will have three (3) business days to request a Debrief Conference, if desired. If a Debrief Conference is timely requested, WSAC will offer the requesting Bidder one meeting opportunity and notify the Bidder of the Debrief Conference place, date, and time. Please note, because the debrief process must occur before making an award, WSAC likely will schedule the Debrief Conference shortly after the ASB announcement and the Bidder's request for a Debrief Conference. WSAC will not allow the debrief process to delay the Contract award. Accordingly, Bidders should plan for contingencies and alternate representatives. **Bidders who wish to protest must first participate in a Debrief Conference. Bidders who are unwilling or unable to attend the Debrief Conference will lose the opportunity to protest. A debrief is a required prerequisite for a Bidder wishing to file a protest.**
- a. TIMING. A Debrief Conference may be requested by a Bidder following the Apparent Successful Bidder (ASB) announcement.
 - b. PURPOSE OF DEBRIEF CONFERENCE. Any Bidder who has submitted a timely bid response may request a Debrief Conference (see also Section 5.4 below). A Debrief Conference provides an opportunity for the Bidder to meet with WSAC to discuss Bidder's bid and evaluation. It does not provide an opportunity to discuss other bids and evaluations.
 - c. REQUESTING A DEBRIEF CONFERENCE. The request for a Debrief Conference must be made in writing via email to the Procurement Coordinator and received within three (3) business days after the ASB announcement. Debrief conferences may be conducted either in person at the WSAC's offices in Olympia, Washington, or virtually (e.g., by telephone or web-based virtual meeting such as Zoom, Skype, MS Teams), as determined by WSAC, and may be limited by WSAC to a specified period of time. A Bidder's failure to request a Debrief Conference within the specified time and attend the Debrief Conference constitutes a waiver of the right to submit a protest. Any issue, exception, addition, or omission not brought to the attention of

the procurement coordinator before or during the Debrief Conference may be deemed waived for protest purposes.

5.3. PROTESTS. Following a Debrief Conference, a Bidder may protest the award of a Contract.

- a. **CRITERIA FOR A PROTEST.** A protest may be based only on one or more of the following: (a) Bias, discrimination, or conflict of interest on the part of an evaluator; (b) Error in computing evaluation scores; or (c) Non-compliance with any procedures described in the Competitive Solicitation.
- b. **INITIATING A PROTEST.** Any Bidder may protest an award to the ASB. A protest must: (a) Be submitted to and received by the Protest Officer specified below, within five (5) business days after the protesting Bidder's Debriefing Conference (see also Section 5.4 below); (b) Be in writing; (c) Include a specific and complete statement of facts forming the basis of the protest; and (d) Include a description of the relief or corrective action requested.
- c. **PROTEST RESPONSE.** After reviewing the protest and available facts, WSAC's Protest Officer will issue a written response within ten (10) business days from receipt of the protest, unless additional time is needed.
- d. **DECISION IS FINAL.** The protest decision is final and not subject to administrative appeal. If the protesting Bidder does not accept WSAC's protest response, the Bidder may seek relief in Thurston County Superior Court.

5.4. COMMUNICATION DURING COMPLAINTS, DEBRIEFS, AND PROTESTS. With the exception of protests, all communications about this Competitive Solicitation, including complaints and debriefs, must be addressed to the Procurement Coordinator unless otherwise directed. Protests must be addressed to the Protest Officer.

- a. **FORM, SUBSTANCE, & OTHER.** All complaints, debrief conference requests, and protests must:
 - i. Be in writing;
 - ii. Be signed by the complaining, requesting, or protesting Bidder or an authorized agent;
 - iii. Be delivered within the time frame(s) outlined herein;
 - iv. Identify the Competitive solicitation number;
 - v. Conspicuously state "Complaint," "Debrief," or "Protest" in any subject line of any correspondence or email; and
 - vi. Be sent to the address identified below.
- b. **COMPLAINTS & PROTESTS.** All complaints and protests must (a) State all facts and arguments on which the complaining or protesting Bidder is relying as the basis for its action; and (b) Include any relevant documentation or other supporting evidence.

5.5. HOW TO CONTACT WSAC.

- a. **TO SUBMIT A COMPLAINT.** Send an email message to the Procurement Coordinator listed in this Competitive Solicitation (see Section 1.2, above). The email message must include "Complaint" in the subject line of the email message. Alternatively, mail the complaint to the Procurement Coordinator listed in this Competitive Solicitation at the following address:

Attn: Procurement Coordinator – Complaint
Contracts & Procurement Division

WSAC
PO Box 43430
Olympia, WA 98504

- b. TO REQUEST A DEBRIEF CONFERENCE. Send an email message to the Procurement Coordinator listed in this Competitive Solicitation (see Section 1.2, above). The email message must include “Debrief” in the subject line of the email message.
- c. TO SUBMIT A PROTEST. Send an email message to the Protest Officer at the following email address: procurement@wsac.wa.gov. The email message must include “Protest” and the Solicitation number in the subject line of the email message. Alternatively, mail the protest to the Protest Officer at the following address:

Attn: Protest Officer
Contracts & Procurement Division
WSAC
PO Box 43430
Olympia, WA 98504

SECTION 6 – DOING BUSINESS WITH THE STATE OF WASHINGTON

This section provides additional information regarding Washington’s Public Records Act and doing business with the State of Washington, including WSAC’s efforts to enable Washington’s small, diverse, and veteran-owned businesses to compete for and participate in state procurements for goods/services.

6.1. WASHINGTON’S PUBLIC RECORDS ACT – PUBLIC RECORDS DISCLOSURE REQUESTS.

- All documents (written and electronic) submitted to WSAC as part of this procurement are public records. Unless statutorily exempt from disclosure, such records are subject to disclosure *if* requested. See [RCW 42.56](#), Public Records Act. WSAC strongly discourages Bidders from unnecessarily submitting sensitive information (e.g., information that Bidder might categorize as ‘confidential,’ ‘proprietary,’ ‘sensitive,’ ‘trade secret,’ etc.).
 - If, in Bidder’s judgment, Washington’s Public Records Act provides an applicable statutory exemption from disclosure for certain portions of Bidder’s bid, please mark the precise portion(s) of the relevant page(s) of the bid that Bidder believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure.
 - In addition, if, in Bidder’s judgment, certain portions of Bidder’s bid are not statutorily exempt from disclosure but are sensitive because these particular portions of Bidder’s bid (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that Bidder protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, please mark the precise portion(s) of the relevant page(s) of Bidder’s bid that include such sensitive information.
- In the event that WSAC receives a public records disclosure request pertaining to information that Bidder has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, WSAC, prior to disclosure, will do the following:

- WSAC’s Public Records Officer will review any records marked by Bidder as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, WSAC will redact or withhold the document(s) as appropriate.
- For documents marked ‘sensitive’ or for documents where WSAC either determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, WSAC will notify Bidder, at the address provided in the bid submittal, of the public records disclosure request and identify the date that WSAC intends to release the document(s) (including documents marked ‘sensitive’ or exempt from disclosure) to the requester unless the Bidder, at Bidder’s sole expense, timely obtains a court order enjoining WSAC from such disclosure. In the event Bidder fails to timely file a motion for a court order enjoining such disclosure, WSAC will release the requested document(s) on the date specified. Bidder’s failure properly to identify exempted or sensitive information and timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Bidder of any claim that such materials are exempt or protected from disclosure.
- To submit a public records request. Send an email message to the Public Records Officer at the following email address: PublicRecordsOfficer@wsac.wa.gov. The email message must contain “Public Records Request” in the subject line.

6.2. **SMALL & DIVERSE BUSINESSES.** WSAC, in accordance with Washington law, encourages small and diverse businesses to compete for and participate in state procurements as contractors and as subcontractors to awarded Bidders. See, e.g., [RCW 39.19](#) (OMWBE certified businesses); [RCW 43.60A.200](#) (WDVA certified veteran-owned businesses); and [RCW 39.26.005](#) (Washington small businesses). In support of the state’s economic goals and to support a diverse supplier pool, WSAC has established the following voluntary numerical goals for WSAC’s Competitive Solicitations:

- Ten percent (10%) Minority-Owned Businesses certified by the Washington State Office of Minority and Women’s Business Enterprises (OMWBE);
- Six percent (6%) Women-Owned Businesses certified by the Washington State Office of Minority and Women’s Business Enterprises (OMWBE);
- Five percent (5%) Veteran-Owned Businesses certified by the Washington State Department of Veterans Affairs (WDVA); and
- Twenty-Five percent (25%) Washington Small Businesses, five percent (5%) of which are microbusinesses or minibusinesses as defined in RCW 39.26.010(16) and (17).

Achievement of these goals is encouraged whether directly or through subcontractors.

- **OMWBE CERTIFICATION.** Bidders may contact the Washington State [Office of Minority and Women’s Business Enterprises](#) (OMWBE) regarding information on Minority-Owned and Women-Owned certified firms, state and federal certification programs, or to become certified. OMWBE can be reached by telephone, 866-208-1064, or through their website at [OMWBE](#). OMWBE-Certified firms may provide their certification information on ***Exhibit A-2 – Bidder’s Profile***.

- **WDVA CERTIFICATION.** Bidders may contact the [Washington State Department of Veterans' Affairs](#) (WDVA) for information regarding Certified Veteran-Owned businesses or to become a Certified Veteran-Owned Business. The WDVA can be reached by telephone, (360) 725-2169, or through their website at [WDVA](#). The qualification requirements to be a Certified Veteran-Owned Business are set forth in ***Exhibit A-1 – Bidder's Certification***.
 - **WASHINGTON SMALL BUSINESSES.** Bidders may contact WSAC about small and diverse business inclusion and qualification as a Washington Small Business. If you qualify as a Washington Small Business, identify yourself as such in WEBS. Call WEBS Customer Service at 360-902-7400. The qualification requirements to self-certify as a Washington Small Business are set forth in ***Exhibit A-1 – Bidder's Certification***.
- 6.3. **WEBS REGISTRATION.** Individuals and firms interested in state contracting opportunities with WSAC or any state agency should register for competitive solicitation notices at the Washington Electronic Business Solution (WEBS) [WEBS Registration](#). *Note:* There is no cost to register on WEBS.



EXHIBIT A – BIDDER’S CERTIFICATION

COMPETITIVE SOLICITATION:	No. 25RQ500 – Billing Services for Financial Aid Receivables
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Bidder, through the duly authorized undersigned, makes this certification as a required element of submitting a responsive bid. Bidder certifies, to the best of its knowledge and belief that the following Bidder information and Bidder certifications (collectively, “Bidder’s Certification”) are true, complete, correct, and made in good faith:

BIDDER INFORMATION

Bidders must provide Bidder information for Items A – I below.

ITEM A	<p>_____</p> <p>Type/print Bidder’s full legal name.</p> <p><i>Note:</i></p> <ul style="list-style-type: none"> ▪ If Bidder is a sole proprietor (<i>see Item C, below</i>), Bidder’s legal name is the name of the individual person who is doing business as a sole proprietor – e.g., Lynn A. Smith, a sole proprietor. ▪ If Bidder is an Entity/Organization (<i>see Item C, below</i>), Bidder’s name must match Bidder’s Entity/Organization name as filed in the state where the entity is formed and with the Washington Secretary of State – e.g., Innovative Supply, LLC, a Washington limited liability company.
ITEM B	<p>_____</p> <p>Type/print the address for Bidder’s principal office/place of business.</p> <p><i>Note:</i> Bidder’s principal office or principal place of business is the Bidder’s headquarters where business decisions are made and the location for the Bidder’s books and records as well as the Bidder’s senior management personnel.</p> <ul style="list-style-type: none"> ▪ If Bidder is a sole proprietor (<i>see Item C, below</i>), Bidder’s address for its principal office/place of business typically will be the same address stated by Bidder on its U.S. Internal Revenue Service tax return. ▪ If Bidder is an Entity/Organization (<i>see Item C, below</i>), Bidder’s address for its principal office/place of business must match Bidder’s address for its principal office/place of business as filed in the state where the entity is formed and as filed with the Washington Secretary of State.

ITEM C	Corporation:	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
Bidder's Business Entity / Organization Type: Check appropriate box	Limited Liability Company (LLC):	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Limited Liability Partnership (LLP):	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Sole Proprietorship*:	<input type="checkbox"/>	
	General Partnership:	<input type="checkbox"/>	
	<p>*If you are a Bidder who operates a business on your own, you automatically are a sole proprietor unless you have formed a separate business entity (e.g., corporation, LLC, LLP) and lawfully registered the same. A sole proprietorship is an unincorporated business owned and run by one individual or married couple alone with no distinction between the business and the owner. It is not a separate legal entity. It simply refers to a person who owns the business and is personally responsible for its debts and who pays personal income taxes on profits earned from the business.</p> <p>If Bidder is a corporation, LLC, or LLP, Bidder must check the applicable box for the entity – i.e., 'domestic' or 'foreign.' An entity is a domestic entity if it was organized under Washington law. If the entity was organized elsewhere, it is a foreign entity. The entity's organizational documents and filings with the Washington Secretary of State will state whether the entity is domestic or foreign.</p>		
ITEM D	<p>_____</p> <p>Type/print the state where Bidder's entity (e.g., corporation, LLC, LLP) is formed.</p> <ul style="list-style-type: none"> ▪ If Bidder is a sole proprietorship (<i>see Item C, above</i>), type/print 'N/A.' ▪ If Bidder is an entity (<i>see Item C, above</i>), type/print 'Washington' if the corporation, LC, or LLP is domestic or the name of the applicable state if foreign (i.e., a state other than Washington). 		
ITEM E	<p>State whether Bidder has been doing business under another name during the five-year time period prior to the posting date of this Competitive Solicitation: Check applicable box.</p> <p><input type="checkbox"/> Bidder has NOT done business under another name <input type="checkbox"/> Bidder HAS done business under another name*</p> <p>*If Bidder HAS done business under another name, provide the business name(s) and address(es):</p> <p>Business Name: _____</p> <p>Address: _____</p>		

ITEM F	<p>Does Bidder have a Registration Number/Unified Business Identifier (“UBI”) Number issued by the State of Washington*?</p> <p>*UBI Numbers are issued by either the Washington Secretary of State (for out of state businesses) or the Washington State Department of Revenue (for Washington businesses) Check applicable box.</p> <p style="text-align: center;">Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p><i>If yes, provide Bidder’s nine-digit UBI Number: _____</i></p> <p><i>If no, state whether Bidder promptly will obtain a UBI Number if Bidder is designated as an Apparent Successful Bidder:</i></p> <p style="text-align: center;">Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Note: To be eligible for a Contract award, Bidders must have a UBI Number.</p>
ITEM G	<p>_____</p> <p>Type/print Bidder’s Taxpayer Identification Number* (“TIN”).</p> <p>*Bidder’s TIN will be either a number issued by the U.S. Internal Revenue Service (e.g., Employer Identification Number, Federal Tax Identification Number) or a number issued by the U.S. Social Security Administration (i.e., Bidder’s Social Security Number (“SSN”). If Bidder’s TIN is a SSN, do NOT provide the SSN; simply state ‘TIN is Bidder’s SSN.’</p>
ITEM H	<p>Is Bidder registered in Washington’s Electronic Business Solution (WEBS)?</p> <p>Check applicable box.</p> <p style="text-align: center;">Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p><i>If yes, Bidder must ensure that Bidder’s WEBS information is correct prior to submitting a Bid.</i></p> <p><i>If no, state whether Bidder will register in WEBS if designated as an Apparent Successful Bidder:</i></p> <p style="text-align: center;">Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Note: To be eligible for a Contract award, Bidders must register in WEBS prior to Contract Award.</p>
ITEM I	<p>For purposes of bid clarification, if applicable, Bidder designates the following as Bidder’s authorized representative:</p> <p>Type/print contact information for Bidder’s authorized representative.</p> <p>Name: _____</p> <p>Email: _____</p> <p>Phone: _____</p>

Bidders must provide the information identified in the table below which will be used by Enterprise Services if Bidder is awarded a Contract:

BIDDER’S	INFORMATION TO BE PROVIDED BY BIDDER
Designated Contract Administrator:	Name: _____ Email: _____ Phone: _____

BIDDER'S	INFORMATION TO BE PROVIDED BY BIDDER
Personnel for Contract Sales Reporting:	Contract Sales Reporting Representative: Name: _____ Email: _____ Phone: _____ Alternate Contract Sales Reporting Representative: Name: _____ Email: _____ Phone: _____
Personnel for Vendor Management Fee Matters:	Contract Vendor Management Fee ("VMF") Representative: Name: _____ Email: _____ Phone: _____ Alternate VMF Representative: Name: _____ Email: _____ Phone: _____
Contact Information for Enterprise Services to send VMF invoices:	Bidder name: _____ Attn: _____ Address: _____ City/State/Zip: _____ Email: _____
Contact Information for legal notices:	Bidder name: _____ Attn: _____ Address: _____ City/State/Zip: _____ Email: _____
Contract Signature Authority:	If Bidder is awarded a Contract, the following individual will sign the Contract on behalf of Bidder: Name: _____ Title: _____

BIDDER CERTIFICATIONS

- 1. UNDERSTANDING.** Bidder certifies that Bidder has read, thoroughly examined, and fully understands all of the provisions in the above-referenced Competitive Solicitation (including all exhibits) and the terms and conditions of the Contract and any amendments or clarifications to the above-referenced Competitive Solicitation and agrees to abide by the same. Bidder further certifies that, in the event that Bidder has any questions or concerns regarding the Competitive Solicitation (including all exhibits and any referenced materials), Bidder timely shall raise such questions and/or concerns during the Question & Answer Period specified in the Competitive Solicitation.

2. **ACCURACY.** Bidder certifies that Bidder has carefully prepared and reviewed its bid and fully supports the accuracy of the same. Bidder further understands and acknowledges that Enterprise Services shall not be responsible for any errors or omission on the part of Bidder in preparing its bid. Bidder further certifies that the facts declared here are true and accurate. Bidder further understands and acknowledges that the continuing compliance with these statements and all requirements of the above-referenced Competitive Solicitation are conditions precedent to the award or continuation of the resulting Contract.
3. **NO COLLUSION, ANTI-COMPETITIVE PRACTICES, OR SHARING BID INFORMATION.** Bidder certifies that Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above-referenced Competitive Solicitation. Bidder further certifies that Bidder's bid prices have been arrived at independently, without engaging in collusion, bid rigging, or any other illegal activity, and without for the purpose of restricting competition any consultation, communication, or agreement with any other bidder or competitor relating to (a) those prices, (b) the intention to submit a bid, or (c) the methods or factors used to calculate the prices offered. Bidder further certifies that Bidder has not been and shall not knowingly disclose its bid prices, directly or indirectly, to any other bidder or competitor before award of a Contract, unless otherwise required by law. Bidder further certifies that Bidder has made no attempt and shall not make any attempt to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition. Bidder, however, freely may join with other persons or organizations for the purpose of presenting a joint bid. Whether done directly or indirectly, communicating bid information with other bidders, collusion, or anti-competitive actions among bidders are prohibited. If there is evidence of such communication, collusion, or anti-competitive activities among bidders, Enterprise Services reserves the right to disqualify such bidders.
4. **FIRM OFFER.** Bidder certifies that its bid pertaining to the above-referenced Competitive Solicitation is a firm offer which cannot be withdrawn for a time period of **ninety (90)** days from and after the bid due date specified in the above-referenced Competitive Solicitation. Enterprise Services may accept such bid, with or without further negotiation, at any time within such period. In the event of a protest, Bidder's bid shall remain valid for such time period or until the protest and any related court action is resolved, whichever is later.
5. **CONFLICT OF INTEREST.** Bidder certifies that, in preparing its bid, Bidder has not been assisted by any current or former employee of the State of Washington whose duties relate (or did relate) to the above-referenced Competitive Solicitation or prospective Contract and who was assisting in other than the employee's official, public capacity. Bidder further certifies that no such current or former public employee nor any member of such person's immediate family have any financial interest in the outcome of Bidder's bid.
6. **NO REIMBURSEMENT.** Bidder certifies that Bidder understands that the State of Washington will not reimburse Bidder for any costs incurred in the preparation of Bidder's bid. All bids become the property of the State of Washington, and Bidder claims no proprietary right to the ideas, writings, items, or samples unless so stated in the bid.
7. **PERFORMANCE.** Bidder certifies that Bidder understands that its submittal of a bid and execution of this Bidder's Certification certifies Bidder's willingness to comply with the Contract, if awarded such. By submitting this bid, Bidder hereby offers to furnish the goods and/or services solicited pursuant to the above-referenced Competitive Solicitation in compliance with all terms, conditions, and performance requirements contained in the above-referenced Competitive Solicitation and the

resulting Contract or, if applicable, as detailed on a Contract Issues List, if permitted, in the above-referenced Competitive Solicitation.

8. **INSURANCE.** Enterprise Services requires all awarded Bidders to have certain required insurance coverages. Bidders who do not have insurance coverages as specified in the Contract included with the Competitive Solicitation shall not be awarded a Contract. Accordingly, Bidder certifies as follows (*must check one*):

BIDDER HAS THE REQUIRED INSURANCE. Bidder has attached a current, valid Certificate of Insurance for each and all of the required insurance coverages as specified in the Contract included with the Competitive Solicitation (*Note: Bidder must attach the Insurance Certificate*).

OR

BIDDER WILL OBTAIN THE REQUIRED INSURANCE. Bidder does not have a current, valid Certificate of Insurance for each and all of the required insurance coverages as specified in the Contract included with the Competitive Solicitation but, if Bidder is designated as an Apparent Successful Bidder, Bidder shall provide such a Certificate of Insurance for each and all of the required insurance coverages as specified in the Contract included with the Competitive Solicitation, without exception of any kind, to Enterprise Services within five (5) business days of such designation or notification by Enterprise Services. Bidder further certifies that Bidder understands that, if for any reason, Bidder does not timely provide such Certificate of Insurance to Enterprise Services, Bidder shall be disqualified from Contract award.

Note: The Contract requires that any awarded Contractor, unless exempt, must have the specified Workers’ Compensation Insurance and Employer’s Liability Insurance. Pursuant to Washington law, certain entities are not required to have Workers’ Compensation Insurance (e.g., entities with no employees). If, under Washington law, Bidder is not required to have Workers’ Compensation Insurance, Bidder must check the box below and provide the lawful basis as to why Bidder is not required to have Workers’ Compensation Insurance:

BIDDER IS NOT REQUIRED TO HAVE WORKERS’ COMPENSATION INSURANCE. Pursuant to Washington law, Bidder is not required to have Workers’ Compensation Insurance because:

 Bidder must state a lawful basis as to why Bidder is NOT required to have Workers’ Compensation Insurance.

9. **DEBARMENT.** Except as detailed in the attached explanation (*Bidder to provide and, in such case, check the box below*), Bidder certifies that neither Bidder nor its principals presently are nor ever have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with any federal, state, or local governmental entity within the United States.

BIDDER EXPLANATION. Bidder has attached an explanation.
 Check box if applicable.

10. **LEGAL MATTERS.** Except as detailed in the attached explanation (*Bidder to provide and, in such case, check the box below*), Bidder certifies that Bidder has not, within the three (3) year period preceding the date of the above-referenced Competitive Solicitation, been convicted of, had a judgment rendered against, or settled (with or without an admission of guilt or liability) any criminal or civil matter, including without limitation any administrative investigation, enforcement action, or other

proceeding or dispute with a government authority, involving allegations that Bidder, its affiliates, employees, or related parties have committed fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violated any federal or state antitrust statute; or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, or any crime or tort involving similarly dishonest conduct. Bidder further certifies that Bidder is not: (i) presently indicted or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in this paragraph; or (ii) presently defending against affirmative or defensive claims by any private litigant involving allegations of the offenses enumerated in this paragraph.

BIDDER EXPLANATION. Bidder has attached an explanation.
Check box if applicable.

11. **CIVIL RIGHTS.** Bidder certifies that Bidder complies with all applicable legal requirements prohibiting discrimination against individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or their status as protected veterans or as individuals with disabilities.

12. **WASHINGTON STATE WAGE THEFT PREVENTION.** Except as detailed in the attached explanation (*Bidder to provide and, in such case, check the box below*), Bidder certifies that Bidder has NOT been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), any provision of [RCW 49.46](#), [49.48](#), or [49.52](#) within the three (3) year period preceding the date of the above-referenced Competitive Solicitation.

BIDDER EXPLANATION. Bidder has attached an explanation.
Check box if applicable.

13. **WASHINGTON STATE STATUTORY NONDISCRIMINATION CLAUSES FOR STATE CONTRACTS.** Except as detailed in the attached explanation (*Bidder to provide and, in such case, check the box below*), Bidder certifies that, if, pursuant to the above-referenced Competitive Solicitation, Bidder is awarded a Contract, Bidder, including any subcontractor, during the term of such Contract, shall not discriminate on the bases enumerated in [RCW 49.60.530\(3\)](#). Bidder further certifies that Bidder, including any subcontractor, also shall give written notice of this nondiscrimination requirement to any labor organizations with which Bidder, or subcontractor, has a collective bargaining or other agreement. In addition, Bidder, including any subcontractor, shall cooperate with any Washington state agency investigation regarding any allegation that Bidder, including any subcontractor, engaged in prohibited discrimination set forth in [RCW 49.60.530\(3\)](#).

BIDDER EXPLANATION. Bidder has attached an explanation.
Check box if applicable.

14. **WASHINGTON STATE WORKERS' RIGHTS.** Washington State's Office of the Governor requires Enterprise Services to seek to contract with qualified entities and business owners who can demonstrate or will certify that their employees are not required to sign, as a condition of employment, mandatory individual arbitration clauses and class or collective action waivers. See [EXECUTIVE ORDER 18-03 – Supporting Workers' Rights To Effectively Address Workplace Violations](#). Accordingly, except as detailed in the attached explanation (*Bidder to provide and, in such case, check the box below*), Bidder certifies that Bidder does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

BIDDER EXPLANATION. Bidder has attached an explanation.
Check box if applicable.

15. **WASHINGTON STATE PAY EQUALITY FOR ‘SIMILARLY EMPLOYED’ INDIVIDUALS.** The Washington State Legislature requires Enterprise Services to contract with Bidders who satisfy a ‘pay equality’ contractual provision. See [Laws of 2023, ch. 475](#), § 919. Accordingly, Bidder certifies that Bidder’s ‘similarly employed’ individuals are compensated as equals. For purposes of this certification, employees are ‘similarly employed’ if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Bidder may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but is not limited to, education, training, or experience that is consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

16. **CONTRACT TERMINATION FOR DEFAULT OR CAUSE.** Except as detailed in the attached explanation (*Bidder to provide and, in such case, check the box below*), Bidder certifies that Bidder has not, within the three (3) year period preceding the date of the above-referenced Competitive Solicitation, had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

BIDDER EXPLANATION. Bidder has attached an explanation.
Check box if applicable.

17. **TAXES.** Except as detailed in the attached explanation (*Bidder to provide and, in such case, check the box below*), Bidder certifies that, except as validly contested, Bidder is not delinquent and has paid or has arranged for payment of all taxes due to the State of Washington and has filed all required returns and reports as applicable.

BIDDER EXPLANATION. Bidder has attached an explanation.
Check box if applicable.

18. **FINANCIALLY SOLVENT.** Except as detailed in the attached explanation (*Bidder to provide and, in such case, check the box below*), Bidder certifies that Bidder is financially stable and solvent, has adequate cash reserves to meet all financial obligations, has not commenced bankruptcy proceedings voluntarily or otherwise, and is not subject to any judgments, liens, or encumbrances of any kind affecting title to any Goods and/or Services that are the subject of the above-referenced Competitive Solicitation.

BIDDER EXPLANATION. Bidder has attached an explanation.
Check box if applicable.

19. **LAWFUL REGISTRATION.** Bidder certifies as follows (*must check one*):

CURRENT LAWFUL REGISTRATION. Bidder is registered and in good standing in the jurisdiction (state) where Bidder is organized, including having timely filed all required annual reports.

OR

BIDDER IS A SOLE PROPRIETOR OR GENERAL PARTNERSHIP. Bidder, as indicated below (*Bidder must check applicable box*) is a sole proprietor or general partnership and therefore not required to register in the state where Bidder’s principal place of business is located:

- SOLE PROPRIETOR.* Bidder is a sole proprietor.
- GENERAL PARTNERSHIP.* Bidder is a general partnership.

20. **REGISTRATION WITH THE WASHINGTON SECRETARY OF STATE.** Except for sole proprietors and general partnerships which are exempt from registration, Enterprise Services requires all awarded Bidders (including Washington firms and out of state firms) to be registered with the Washington Secretary of State. Bidders other than sole proprietors or general partnerships who are not registered with the Washington Secretary of State shall not be awarded a Contract. Accordingly, Bidder certifies as follows (*must check one*):

- BIDDER IS REGISTERED WITH THE WASHINGTON SECRETARY OF STATE.* Bidder is registered with the Washington Secretary of State, is in good standing, and has the following Unified Business Identifier (UBI) number: ___ ___ ___. Bidder must provide its nine-digit UBI number.

OR

- BIDDER WILL REGISTER WITH THE WASHINGTON SECRETARY OF STATE.* Bidder currently is not registered with the Washington Secretary of State but, if designated as an Apparent Successful Bidder, Bidder shall register with the Washington Secretary of State to obtain a UBI number and provide proof of such registration satisfactory to Enterprise Services within five (5) business days of such designation or notification by Enterprise Services. Bidder further certifies that Bidder understands that, if for any reason, Bidder is not timely registered with the Washington Secretary of State and has not timely provided a valid UBI number for Bidder to Enterprise Services, Bidder shall be disqualified from Contract award.

OR

- BIDDER IS A SOLE PROPRIETOR OR GENERAL PARTNERSHIP.* Bidder, as indicated below (*Bidder must check applicable box*) is a sole proprietor or general partnership and therefore exempt from the requirement to register with the Washington State Secretary of State:
 - SOLE PROPRIETOR.* Bidder is a sole proprietor.
 - GENERAL PARTNERSHIP.* Bidder is a general partnership.

21. **REGISTRATION WITH THE WASHINGTON STATE DEPARTMENT OF REVENUE.** Enterprise Services requires all awarded Bidders (including Washington firms and out of state firms) to be registered with the Washington State Department of Revenue. Bidders who are not registered with the Washington State Department of Revenue shall not be awarded a Contract. Accordingly, Bidder certifies as follows (*Bidder must check one*):

- BIDDER IS REGISTERED WITH THE WASHINGTON STATE DEPARTMENT OF REVENUE.* Bidder is registered with the Washington State Department of Revenue, has a business license to do business in Washington, and has the following Unified Business Identifier (UBI) number: ___ ___ ___. Bidder must provide its nine-digit UBI number.

OR

- BIDDER WILL REGISTER WITH THE WASHINGTON STATE DEPARTMENT OF REVENUE.* Bidder currently is not registered with the Washington State Department of Revenue but, if

designated as an Apparent Successful Bidder, Bidder shall register with the Washington State Department of Revenue for a business license and provide proof of such registration satisfactory to Enterprise Services within five (5) business days of such designation or notification by Enterprise Services. Bidder further certifies that Bidder understands that, if for any reason, Bidder is not timely registered with the Washington State Department of Revenue and has not timely provided a valid UBI number for Bidder to Enterprise Services, Bidder shall be disqualified from Contract award.

22. NO SUBCONTRACTORS. Bidder certifies as follows (*Bidder must check one*):

- NO SUBCONTRACTORS.* If, pursuant to the above-referenced Competitive Solicitation, Bidder is awarded a Contract, Bidder shall NOT utilize subcontractors to perform the Contract.

OR

- SUBCONTRACTORS.* As detailed in the attached explanation (*Bidder to provide*), if, pursuant to the above-referenced Competitive Solicitation, Bidder is awarded a Contract, Bidder will utilize subcontractors to perform the Contract. In such event, Bidder further certifies that, as to the State of Washington and eligible Purchasers who utilize the Contract, Bidder shall be fully responsible for its subcontractors, including, without limitation, liability for any subcontractor’s acts or omissions. *Note:* Bidder must provide the precise legal name (including state of organization), business address, and federal tax identification number (TIN) for each subcontractor and state which portions and amount of the Contract that Bidder, if awarded a Contract, would subcontract to each identified subcontractor. *Note:* If a subcontractor’s TIN is a SSN, do not provide the SSN; rather, state that the TIN is a SSN.
 - BIDDER EXPLANATION.* Bidder has attached an explanation.
Check box if applicable.

23. WASHINGTON SMALL BUSINESS. Bidder certifies as follows (*Bidder must check all applicable boxes*):

- WASHINGTON SMALL BUSINESS.* Bidder is a Washington Small Business as defined in [RCW 39.26.010\(13\) and \(22\)\(a\)](#). To qualify as a Washington Small Business, Bidder must meet three (3) requirements:
 - Location.* Bidder’s principal office/place of business must be located in and identified as being in the State of Washington. A principal office or principal place of business is a firm’s headquarters where business decisions are made and the location for the firm’s books and records as well as the firm’s senior management personnel.
 - Size.* Bidder must be owned and operated independently from all other businesses and qualify as one of the following:
 - Bidder Qualifies as a Small Business – i.e.,
 - Bidder has fifty (50) or fewer employees; or
 - Bidder has an annual gross revenue of less than \$7,000,000 as reported on Bidder’s federal income tax return or its return filed with the Washington

State Department of Revenue over the previous three (3) consecutive years.

- Bidder Qualifies as a Minibusiness – i.e., Bidder has an annual gross revenue of less than \$3,000,000, but \$1,000,000 or more, as reported on Bidder’s federal income tax return or its return filed with the Washington State Department of Revenue.
- Bidder Qualifies as a Microbusiness – i.e., Bidder has an annual gross revenue of less than \$1,000,000 as reported on Bidder’s federal income tax return or its return filed with the Washington State Department of Revenue.
- WEBS Certification.* Bidder must have certified its Washington Small Business status in Washington’s Electronic Business Solution ([WEBS](#)).

OR

- NOT A WASHINGTON SMALL BUSINESS.* Bidder does not qualify as a Washington Small Business as set forth above.

24. **CERTIFIED VETERAN-OWNED BUSINESS.** Bidder certifies as follows (*Bidder must check one and, if stating that Bidder is a Certified Veteran-Owned Business, provide Bidder’s WDVA certification number in the space provided below*):

- CERTIFIED VETERAN-OWNED BUSINESS.* Bidder is a Certified Veteran-Owned Business under [RCW 43.60A.190](#). To qualify as a Certified Veteran-Owned Business, Bidder must meet four (4) requirements:
 - *51% Ownership.* Bidder must be at least fifty-one percent (51%) owned and controlled by:
 - (a) A veteran as defined as every person who at the time he or she seeks certification has received a discharge with an honorable characterization or received a discharge for medical reasons with an honorable record, where applicable, and who has served in at least one of the capacities listed in [RCW 41.04.007](#);
 - (b) A person who is in receipt of disability compensation or pension from the department of veterans affairs; or
 - (c) An active or reserve member in any branch of the armed forces of the United States, including the national guard, coast guard, and armed forces reserves.
 - *Washington Incorporation/Location.* Bidder must be either an entity that is incorporated in the State of Washington as a Washington domestic corporation or, if not incorporated, an entity whose principal place of business is located within the State of Washington.
 - *WEBS Certification.* Bidder must have certified its Veteran-Owned Business status in Washington’s Electronic Business Solution ([WEBS](#)).
 - *WDVA Certification.* Bidder must have provided certification documentation to the Washington Department of Veterans’ Affairs (WDVA) and be certified by WDVA and listed as such on WDVA’s website (WDVA – Veteran-Owned Businesses). Bidder’s WDVA certification no.: _____

OR

- NOT A CERTIFIED VETERAN-OWNED BUSINESS.* Bidder does not qualify as a Certified Veteran-Owned Business as set forth above.

25. **REFERENCES.** Bidder certifies that the references provided below (*Bidder must provide*) have worked with Bidder pertaining to contracts in which Bidder provided goods/services similar in scope to the goods/services described in the above-referenced Competitive Solicitation and that such references have full permission, without any additional requirement or release, to provide references and information to Enterprise Services pertaining to Bidder. Bidder hereby authorizes Enterprise Services (or its agent) to contact Bidder’s references and others who may have pertinent information regarding Bidder’s prior experience and ability to perform the Contract, if awarded. Bidder hereby authorizes such individuals and firms to provide such references and release to Enterprise Services information pertaining to the same.

<p>Reference 1: Provide information in the space provided</p>	<p>Business Name: _____ Contact Name at Business: _____ Phone: _____ Email: _____</p>
<p>Reference 2: Provide information in the space provided</p>	<p>Business Name: _____ Contact Name at Business: _____ Phone: _____ Email: _____</p>
<p>Reference 3: Provide information in the space provided</p>	<p>Business Name: _____ Contact Name at Business: _____ Phone: _____ Email: _____</p>
<p>Reference 4: Provide information in the space provided</p>	<p>Business Name: _____ Contact Name at Business: _____ Phone: _____ Email: _____</p>

Note: It is Bidder’s obligation to ensure that the contact information for Bidder’s references is accurate and current. Bidders should alert their references to respond promptly to reference checks.

Bidder further certifies that Bidder shall provide immediate written notice to Enterprise Services if, at any time prior to a Contract award pursuant to the above-referenced Competitive Solicitation or anytime during the Contract term, if awarded, Bidder learns that any Bidder certifications set forth herein were erroneous when submitted or have become erroneous by reason of changed circumstances.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the Bidder certifications herein are true and correct and that I am duly authorized to make these certifications on behalf of the Bidder stated herein.

BIDDER NAME: _____

Print Name of Bidder

Note:

- If Bidder is a corporation, LLC, etc., print full legal entity name of the firm submitting the Bid.
- If Bidder is a sole proprietor, print the full legal name of the individual who is the Bidder submitting the Bid.

BY: _____

Signature of Bidder's authorized person

Print Name of person making certifications for Bidder

TITLE: _____

Title of person signing Bidder's Certification

PLACE: _____

Print city and state where signed

DATE: _____

Return this Bidder's Certification to Procurement Coordinator at:

RFPCoordinator@wsac.wa.gov



EXHIBIT B-1 – PERFORMANCE REQUIREMENTS / NON-COST FACTORS

Competitive Solicitation:	No. 25RQ500 – Billing Services for Financial Aid Receivables
Bidder:	_____ Type/print full legal name of Bidder company

SCOPE OF WORK

The purpose of this contract to provide billing services for financial aid receivables that are performed fairly, respectfully and in accord with State and federal law and ethical codes for government contracting.

Programs administered by the WSAC include those that provide state funds as financial aid to eligible students and professionals pursuing college credits, certificates, and degrees. Those who receive aid, do so upon the conditions and requirements set forth by the individual program that provides the funding. Failure to meet the respective program conditions require recipients to repay the funds received back to the state ([WAC Chapter 250-21](#)).

As of November 30, 2024, approximately 2,200 accounts owing approximately \$2 million dollars are receiving billing services. Currently, the average number of new accounts to be transferred to a Bidder monthly is 70 and the average number to be paid in full monthly is 25. Modest growth in accounts is expected. If no payments are received by the Bidder within 90 days the Bidder will return the account to WSAC for disposition to a collection company.

Instructions:

Note: Bidders must follow the instructions outlined in this Exhibit. Unless WSAC, at its discretion, determines that a Bidder’s variance from these instructions is immaterial or timely corrected, Bids that do NOT follow these instructions will be deemed to be nonresponsive and rejected.

1. Add Bidder’s business name above and follow the instructions below.
2. Review and respond to all questions. ALL Bidders must respond to REQ IDs 1 - 9 **The written response must be considered complete and stand on its own merits or may be deemed non-responsive.**
3. Provide a written response that addresses how the Bidder meets or exceeds each requirement in the *Written Response* column.
 - a. **Supporting Information.** Please make sure to include references in *Exhibit A – Bidder’s Certifications* that align with the information provided in this exhibit. WSAC may request additional information or references to help verify the information provided by the Bidder in this exhibit. A Bidder’s failure to provide requested information to WSAC within five (5) business days may result in disqualification.
 - b. **Bidder’s Commitments.** Please note that, if Bidder is awarded a contract, the Bidder’s responses to some of the performance requirements below (e.g., customer service) will be incorporated to the resulting contract. Accordingly, Bidder is cautioned to state only commitments that Bidder can meet throughout the term of the contract. An awarded Bidder (i.e., Bidder) who is not able to meet such commitments throughout the contract term will be subject to contract termination for breach of contract and damages. Please see *Exhibit D – Contract*.

4. Bidders proposing a bid must also include *Exhibit B-2 – Bidders Response to Scope of Work/Services*. This exhibit is scored as part of the bid evaluation process.

This Exhibit Must be submitted as a stand-alone file, Word or PDF.

Performance Requirements: Bidder must respond to each requirement as noted in the instructions below.

1. Review all requirements, priorities and provided definitions:
 - *Mandatory Pass/Fail (M)*: Minimum requirement; Bidder that does not meet this requirement will not be considered any further.
 - *Mandatory Scored (MS)*: Critical requirement; evaluators will score based on the degree to which Bidder's response meets the requirement.
 - *Desirable Scored (DS)*: Desirable requirement; evaluators will score based on the degree to which Bidder's response meets the requirement.
2. Using the **Bidder Compliance** column, Bidder must select either a "Yes" or "No" to indicate the Bidder's ability to meet the requirement. **Any entry that is not either a "Yes" or "No", may be deemed non-responsive and will not be considered any further.**
3. **Do not alter or reformat the document. Boxes for Written Response will expand as content is added. Written Response boxes may contain charts and graphics sized accordingly.**

PERFORMANCE REQUIREMENTS AND FACTORS					
REQ ID	Performance Requirement and Stated Business Need	Points Available	Priority	Bidder's Compliance	Written Response
1.	Bidder must demonstrate prior experience supplying management of, performance of, administration of financial billing services and existing IT platform. <i>Written Response: Include details of prior programs, agencies, companies where you have performed the services as outlined in the Scope of Work listed in this document. Please include any details of existing platform capabilities.</i>	70 points	MS	<input type="checkbox"/> Yes <input type="checkbox"/> No	Written Response Required.
2.	Bidder must have sufficient capacity (i.e., personnel and equipment) to perform the contract. Provide information about the firm, and information about the relevant qualifications of staff who will be assigned to the contract, if awarded. Please include: training, certifications, experience, years in industry, key clients, assignments/projects, tenure with Bidder's firm, employment status (i.e. employee or	70 points	MS	<input type="checkbox"/> Yes <input type="checkbox"/> No	Written Response Required.

PERFORMANCE REQUIREMENTS AND FACTORS					
REQ ID	Performance Requirement and Stated Business Need	Points Available	Priority	Bidder's Compliance	Written Response
	contractor) and any related work experience with state or local governmental entities or privately held companies. <i>Written Response: Include details that show capacity, experience, and qualifications necessary to perform the contract if awarded.</i>				
3.	Bidder must have an established history of ethical and legal billing service practices, especially with confidentiality of client and debtor information and the level of professional standards displayed by the Bidder's employees. <i>Written Response: Describe your specific practices and processes to maintain confidentiality of clients and debtors. In addition, Bidder must have data security measures for hardcopy and digital files. Describe your specific data security practices.</i>	70 points	MS	<input type="checkbox"/> Yes <input type="checkbox"/> No	Written Response Required.
4.	Bidder must include a statement identifying the out-bound and in-bound call volume capacity Bidder plans to apply to State of Washington accounts per day. <i>Written Response: provide a statement that specifies the number of accounts monthly on which the Bidder can effectively provide billing services in accordance with the solicitation requirements.</i>	70 points	MS	<input type="checkbox"/> Yes <input type="checkbox"/> No	Written Response Required.
5.	Bidder must provide excellent customer service and timely support and communications. <i>Written Response: Describe customer support activities, including telephone, email, chat, and related time commitments.</i>	70 points	MS	<input type="checkbox"/> Yes <input type="checkbox"/> No	Written Response Required.

PERFORMANCE REQUIREMENTS AND FACTORS					
REQ ID	Performance Requirement and Stated Business Need	Points Available	Priority	Bidder's Compliance	Written Response
	<p><i>Response Time Commitments:</i></p> <p>a. <i>Customer support is available between 8:00 AM and 4:00 PM (Pacific Time); specify the days of the week and the form of support (telephone, email, chat) if the times are different.</i></p> <p>b. <i>Respond to customer routine requests within 24 hours.</i></p> <p><i>Have an escalation process for any customer service issue that is not resolved within 3 days.</i></p> <p><i>An ongoing customer feedback process demonstrating bidder's approach to proactively seek, collect, and resolve any negative customer feedback.</i></p>				
6.	<p>Bidder must provide a transition and start-up schedule of dates and specific work that would need to be completed to transition services as described in the solicitation from the incumbent to the apparent successful bidder, and to start-up these services.</p> <p><i>Written Response: Please detail the conversion and start-up process using actual dates with an anticipated state date of January 1, 2026. (This date may be adjusted by WSAC as needed.)</i></p>	70 points	MS	<input type="checkbox"/> Yes <input type="checkbox"/> No	Written Response Required.
7.	<p>Bidder may demonstrate some knowledge with their financial aid billing service process, tools, and methodologies.</p> <p><i>Written Response: Include details that show experience and knowledge in this field. Also describe Bidder's processes supporting effectiveness, efficiency, and greatest continuity of financial aid billing service engagements spanning multi-year engagements. In addition, Bidder should address the Bidder's capabilities on how they will handle the</i></p>	50 points	DS	<input type="checkbox"/> Yes <input type="checkbox"/> No	Written Response Required.

PERFORMANCE REQUIREMENTS AND FACTORS					
REQ ID	Performance Requirement and Stated Business Need	Points Available	Priority	Bidder's Compliance	Written Response
	billing service efforts of state agencies, local governments, and private companies if awarded. Describe clearly the billing service methods used and criteria for determining appropriate actions for accounts (for example an account less than \$500 vs. an account of more than \$5,000).				
8.	<p>Bidder may either maintain bi-lingual staff (Spanish speaking at a minimum) or maintain agreements with an interpreter service during the duration of any resulting contract.</p> <p>Written Response: Include a description of how Bidder will comply with this requirement.</p>	50 points	DS	<input type="checkbox"/> Yes <input type="checkbox"/> No	Written Response Required.
9.	<p>Bidder may share a disaster recovery plan and a methodology for testing.</p> <p><i>Written Response: Include a description of how Bidder will comply with this requirement.</i></p>	48 points	DS	<input type="checkbox"/> Yes <input type="checkbox"/> No	Written Response Required.
10.	Bidder must attend and participate in meetings as needed, conference calls, and communications in writing.	Pass/Fail	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	
11.	Bidder, in performing these services, must demonstrate leadership competencies that align with Washington State's values. Bidder acknowledges and understands both the Washington State Enterprise Diversity, Equity, and Inclusion Competencies and Washington State Enterprise Leadership Competencies .	Pass/Fail	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Return this exhibit to Procurement Coordinator at:
RFPCoordinator@wsac.wa.gov



**EXHIBIT B-2 – RESPONSE TO SCOPE OF WORK/SERVICES
SUBMIT AS STAND-ALONE FILE**

1. If the Bidder is currently capable of providing the services as described, enter “YES” in column: “A. Capable”
2. If the Bidder agrees to provide the services as described, enter “YES” in column: “B. Agree”
3. For evaluation purposes only, Bidders will receive 2 points for every line they can provide a “YES” and “Agree” to as written in each description. A “NO” with a proposed solution will receive 1 point. (Maximum 132 points.)
4. If the Bidder is not currently capable of providing the services as described and/or does not agree to provide the services as described, enter “NO” in the relevant column(s) and provide a brief explanation in column: “C. Proposed Solution.”
5. The Bidder may also present any creative approaches that might be appropriate and may provide any pertinent supporting information. Describe this approach in column “C. Proposed Solution.”

Description of Services	A. Capable	B. Agree	C. If no, what is your proposed solution?
1.2 (A) BILLING SERVICES			
a) The Bidder(s) shall be responsible for handling all written or electronic correspondence and telephone calls dealing with the assigned accounts, including bankruptcy deferments.			
b) Bidder shall follow the WSAC approved Communication Timeline using only WSAC provided or approved, paper letters, electronic mail, phone call talking points and billing statement WSAC inclusion language as described in <i>Exhibit G – Communications to Borrowers Schedule and Samples</i> .			
c) Bidder shall provide electronic copies to WSAC of the Entering Repayment, Collection Referral and Paid in Full letters sent to debtors.			
d) Bidder shall update address information as it becomes available through forwarding addresses on returned mail or debtor self-disclosure, and maintain a history of all changes: date of update, by whom, and the previous address information. Bidder may offer other address change methods including skip tracing.			
e) Bidder shall document clear explanations of each account adjustment and activity for WSAC viewing in the memo and/or history fields of each assigned account.			
f) Bidder shall have the ability to send billing statements to at least all states of the United States, Canada, and the federal district and its major territories.			
g) Bidder shall produce monthly billing statements that itemize all program types the debtor has onto a single statement. The statement shall			

include the monthly minimum due for each program type and a total. If the debtor submits a payment that is less than the total minimum and the debtor does not instruct the Bidder on how to apply the payment between program types, the Bidder shall apply the payment first to loan and conditional loan program types as approved by WSAC with grant program type payment applied last. Refer to <i>Exhibit F – Summary of Active Billing Service Accounts by Program Type</i> .			
h) Bidder must provide a quarterly billing option for a small number of accounts that are being phased out instead of monthly statements.			
i) Bidder shall ensure that accounts in deferred status continue to receive billing statements. The billing statement shall indicate the deferment end date.			
j) Bidder shall clearly state the payoff amount and corresponding date this amount was calculated through on each billing statement for all interest bearing accounts.			
1.2 (B) GENERAL ACCOUNT MANAGEMENT			
a) WSAC shall at all times remain owner of its accounts. Bidder shall only accept WSAC accounts referred by WSAC.			
b) The Bidder should accept all types of unpaid accounts referred for billing.			
c) The varying types of accounts that may be placed with the Bidder by Washington State, are general in nature and may include but are not limited to: outstanding grant receivables, conditional loan repayments, and loan repayments.			
d) Bidder shall return accounts at WSAC’s request within ten (10) business days.			
e) Bidder shall refer all deferment requests to WSAC except for bankruptcy. If Bidder becomes aware of a bankruptcy, Bidder shall immediately place a deferment of collection activity on the account for the duration of the bankruptcy court’s automatic stay of relief. Deferment shall be cancelled by the Bidder within two (2) business days of Bidder becoming aware of the debtor’s discharge or dismissal from bankruptcy and Bidder’s verification that the account’s underlying debt was not discharged in the bankruptcy action.			
f) Bidder shall forward all bankruptcy notices and court documents to WSAC within two (2) business days of receiving such documents.			
g) Bidder shall promptly deposit funds collected for the WSAC into a trust account at a bank, approved by WSAC, within 2 banking days, following escrow payment schedule provided by WSAC. Bidder shall transfer the funds to WSAC with a detailed statement whose form is approved by the WSAC.			
h) Bidder shall annually provide a list of other services offered that are not currently included in the Scope of Work to WSAC and an updated listing of service costs. Additional services provided and changes to costs shall be approved by WSAC in a written contract amendment signed by Bidder and WSAC.			

1.2 (C) DEBTOR PAYMENTS			
a) Bidder shall post all payments collected to the debtor’s account no later than one business day after date of receipt.			
b) Bidder shall track “other costs” individually, such as legal fees and returned check charges.			
c) Bidder shall transmit all NSF fees on amounts collected from returned checks to WSAC. No additional fees may be charged by Bidder.			
d) Bidder shall negotiate Grant Programs (College Bound Scholarship, State Need Grant, and Promise to College) minimum monthly payment amounts only with prior approval from the WSAC. This consent may be authorized by a prior written agreement in which specific parameters are established for grant programs only. Bidder shall monitor and collect all negotiated payments. WSAC Director of Student Financial Assistance or their designee shall approve all reduced payment amounts for the Conditional Loan and Loan programs on an individual basis.			
e) Bidder shall communicate with debtor the final payment date and amount due to prevent overpayment and in compliance with ACH rules. Bidder shall only process the final Automated Clearing House (ACH) payment to reflect the accurate balance as of the account on the date of payoff.			
f) The Bidder shall suspend action, either temporarily or permanently, on any account, upon written notification of a request from the WSAC to suspend action or as otherwise required by law. Bidder shall notify WSAC in writing when the suspension is implemented.			
g) The Bidder shall not accept a compromise settlement on any account on behalf of the WSAC. All settlement offers received by the Bidder shall be forwarded to the WSAC who will negotiate and approve settlement in writing by letter or email. WSAC shall establish settlement parameters and if a payment schedule is negotiated, Bidder shall monitor and collect the payments.			
h) The Bidder shall provide information to the WSAC in order that the WSAC may process all refunds. The Bidder shall not process refunds to the debtor.			
i) Bidder shall adhere to requirements to notify debtor of changes to payment amounts and due dates. Written or email notice must be provided at least 10 calendar days prior to a change to the payment amount. Written or email notice must be provided at least 7 calendar days prior to a change in payment date. Debits may vary for reasons including but not limited to: payment is the final ACH amount, annual change in interest rate, WSAC approved deferment of payments for a specific period of time and approved reduced payment amounts.			

1.2 (D) RECORDS AND REPORTS PROVIDED BY BIDDER			
a) At a minimum, the Bidder shall provide WSAC the reports identified in <i>Exhibit H – Sample Reports</i> . Bidder shall provide the option to tailor the report package to the WSAC needs including additional report formats.			
b) Bidder shall provide the CSV format reports in a format that can be separated by program type as described in <i>Exhibit H – Sample Reports</i> . Bidder shall separate all payments in payment reports by principal, interest, and fees if applicable. Bidder shall provide clear concise descriptions including report parameters for standard Bidder generated reports not included in <i>Exhibit H – Sample Reports</i> .			
c) Bidder shall provide to the WSAC all available records and files pertaining to accounts when required by federal, Washington State, and WSAC audits or as otherwise directed by the WSAC.			
d) Current program types are listed in <i>Exhibit F – Summary of Active Billing Service Accounts by Program Type</i> . The WSAC may add new program types during the contract period without incurring additional costs.			
1.2 (E) BIDDER SYSTEM CAPABILITIES			
a) Bidder shall establish, maintain, and monitor adequate internal controls to ensure the accuracy, privacy and integrity of all account data, and protect WSAC funds throughout the contract period.			
b) Bidder shall provide a real-time electronic system allowing the WSAC access to perform adjustments, add memos and allow editing by original author, straightforward print options, and review of account history including a payment interface between the provider and the WSAC for auto posting.			
c) Bidder shall ensure that the software system it uses allows look-up by complete social security number or last four digits of social security number and by full or partial name.			
d) Bidder shall accept various methods of payment including but not limited to, checks, money orders, major credit cards, debit and offer ACH withdrawals.			
e) Bidder shall have the capacity to accurately calculate, track and bill multiple rates of interest; simple interest; and multiple types of interest (e.g. fixed or variable), including the ability to change individual account rates and automatically make interest changes for an entire program type based on current interest rate. Bidder shall calculate and bill interest consistent with the applicable Washington State and federal laws as directed by the WSAC.			
f) Bidder shall ensure that the software system it uses allows for the complete history of each account transaction, billing and communications activity in chronological order.			
g) Bidder shall have the ability for non- confidential communication via email.			

<p>h) Bidder must provide a toll-free phone number for access by WSAC staff and debtors.</p>			
<p>i) Bidder shall provide customer service and support to debtors by telephone, email and mailings during normal business hours of 8:00 am to 5:00 PM Pacific Time (PT).</p>			
<p>j) Bidder shall ensure that the software system it uses is available for WSAC access between the hours of 7:00 AM and 7:00 p.m. (PT), excluding weekends and Washington State holidays.</p>			
<p>k) Bidder' electronic system shall have the ability to securely transmit the following types of updates: i. Name/address/social security number changes ii. Repayment schedule requests iii. General file maintenance iv. Renegotiated payment arrangements, temporarily reduced payment arrangements, and deferments.</p>			
<p>l) Bidder shall ensure that all reports will be current through close of business Friday and available for viewing on-line the following Monday by 7:00 AM (PT) and at the end of month.</p>			
<p>m) Bidder shall ensure that all reports are available on-line for the duration of the contract.</p>			
<p>n) Bidder's system shall have the capability to interface with WSAC for the purpose of transferring past due accounts to the WSAC on a monthly schedule. Bidder shall cease billing once accounts are returned to WSAC for collections activity and not resume billing these accounts without WSAC approval.</p>			
<p>o) Bidder shall provide the ability for WSAC to fully automate the electronic upload of new receivables to the Bidder's system as well as the download of payment information made to accounts. Full automation requires a process that can be setup in coordination with WSAC to use mutually agreed upon file formats and can run on a schedule and without any human intervention required. File transfers need to use the SSH File Transfer Protocol, also known as Secure File Transfer Protocol (SFTP).</p>			
<p>p) Bidder shall provide the ability for WSAC to automate the electronic download of payments made to accounts to the WSAC'S system using a secure file transfer protocol, such as SFTP (SSH File Transfer Protocol. Bidder shall provide files every night so data is available by 6:00 AM the following morning (Pacific Time) and in modern file formats which include CSV (Comma Separated Values).</p>			
<p>q) Bidder shall provide the ability to amend any nonpayment transaction and have the loans, conditional loans, or grants returned to the original status before the change was made, tracking the changes in the historical transaction record.</p>			

<p>r) Bidder shall provide and maintain a user friendly website for debtors that provides access to services including but not limited to online payment, customer support, WSAC prepared forms, link to WSAC repayment web page, and contact information. Bidder's website shall provide the ability to display current payoff balance by grant, conditional loan, and loan.</p>			
<p>s) Bidder shall provide the ability to view and produce a copy of all billing statements.</p>			
<p>1.2 (F) COMMUNICATIONS AND TRAINING</p>			
<p>a) Bidder shall furnish to WSAC an electronic acknowledgement of every debt assigned including date assigned, debtor's name, WSAC account number, program type and the amount assigned within ten (10) business days of receipt.</p>			
<p>b) Bidder shall supply the WSAC names, telephone numbers, email addresses, and availability of Bidder personnel directly involved with servicing the WSAC's accounts.</p>			
<p>c) Bidder shall provide personnel available during WSAC (PT) business hours to answer general inquiries by WSAC staff, immediately. Bidder shall systematically track WSAC requests for service issues; and Bidder's response to such issues will be considered complete only when both Bidder and WSAC agree the issue is resolved. Bidder shall respond to WSAC communications within 1 business day.</p>			
<p>d) Bidder shall provide training and online resources to WSAC staff and Bidder staff assigned to work with the WSAC accounts, in areas of report access and analysis, on-line system use and features, and all other available features at the start of the contract and annually thereafter. Bidder shall provide training contact.</p>			
<p>1.2 (G) COMPLIANCE</p>			
<p>a) Bidder shall exercise its best, prudent and lawful efforts to bill all accounts referred.</p>			
<p>b) Upon receiving the account Bidder shall mail a validation of debt notice to the debtor at the last known address, on billing service letterhead as provided by FDCPA (15 U.S.C. § 1692 et seq.</p>			
<p>c) Bidder shall not commence legal action against any debtor who issues an NSF check in payment for any WSAC debt without written approval by the WSAC.</p>			
<p>d) Bidder shall ensure that all legal work related to WSAC be done only by attorneys who are designated a Special Assistant Attorney General by the Washington State Office of the Attorney General at the time the legal work is performed and only with prior-approval by WSAC.</p>			

<p>e) Bidder shall comply with the Family Education Rights and Privacy Act, (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) and applicable State of Washington laws regarding the privacy of debtor’s records and related access to and release of those records.</p>			
<p>f) Contactor shall handle and process all WSAC accounts and communications with debtors in strict conformity with all applicable Federal laws, Washington and other state laws and regulations, including but not limited to the Fair Debt Collections Practices Act (FDCPA), 15 U.S.C. § 1692 et seq., the Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681 et seq.</p>			
<p>g) Bidder shall ensure that all systems and practices it uses including but not limited to paper filing systems, records disposal and shredding practices, and workspace and building security, provide a hierarchy of security that complies with Section 5 Safety & Security in the Contract and <i>Exhibit I, Nondisclosure Agreement</i> between the Bidder and WSAC, applicable laws, industry standards, and WSAC direction; and protects debtor personally identifiable information.</p>			
<p>h) Bidder shall utilize a computerized billing system and maintain such other internal controls as may be needed to provide a hierarchy of security that complies with Section 5 Safety & Security in the Contract and <i>Exhibit I, Nondisclosure Agreement</i> between the Bidder and WSAC, applicable Washington State laws, WSAC standards, and protects debtor personally identifiable information.</p>			
<p>i) Bidder’s system must have the ability to report accounts to a national credit bureau organization, as required by U.S. Federal regulations. Bidder must respond to credit disputes filed by the debtor in a manner consistent with Federal laws, Washington and other state laws and regulations, including but not limited to the Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681 et seq.</p>			
<p>j) Bidder must provide IRS form 1098E for debtors as required by IRS regulations.</p>			
<p>k) Bidder shall return an account within ten (10) business days if the debtor has notified the Bidder to stop contacting them per the Fair Debt Collections Practices Act (FDCPA), 15 U.S.C. § 1692 et seq. Bidder shall also provide the WSAC with a copy of any “stop contact” notification from the debtor.</p>			
<p>l) Bidder should be responsible for compliance with the ACH rules and any fines resulting from non- compliance.</p>			



EXHIBIT C – BID PRICE COST PROPOSAL

COMPETITIVE SOLICITATION NO. 25RQ500 – BILLING SERVICES FOR FINANCIAL AID RECEIVABLES

Estimated Contract Costs (300 Points)

Allowable costs payable to the Bidder include Periodic Fixed Fees on a per account, per month basis and Fixed Fees on a per event basis. Bidders are to complete the tables below, which will be used as the basis for computing cost scores.

Computation

Scores for this section will be computed as follows:

Step 1: Determine Bid Price:
Bid Price = Periodic Fixed Fees on a per account, per month basis + Fixed Fees on a per event basis

Step 2: Determine Bidder’s Score based on the Bidder’s Bid Price relative to the lowest cost Bidder’s Bid Price. **The lowest overall Bid Price receives the maximum allotted 300 points. All other Bidders receive a percentage of the points available based on their relationship to the lowest, using the following formula:**

(Lowest Bid Price/Bidder’s Bid Price) x 300 Max Points = Bidder’s Primary Costs Score

Failure to complete tables as instructed may be deemed nonresponsive and will not continue further in the process.

Required Information (do not add or alter table rows)

Periodic Fixed Fees on a per account, per month basis. (Must Include)

Fee Description	Fee Amount Per Month*
Monthly Repayment	
Cosigner	
Monthly Update	
Service Fee	
Bankruptcy Monitoring	
On-line Access Fee (for WSAC Staff)	
Total:	

*Periodic fixed fees per account shall be reflected as monthly fees regardless of the period (e.g. an annual fee will be divided by 12 and the monthly equivalent will be reported in the bid.) **Fee Amount Per Month MUST include a number.** If there is no amount for the service please list 0. The Fees here will be calculated to arrive at a total score for evaluation purposes.



Fixed Fees on a per event basis (Must Include)

Fee Description	Triggering Event***	Fee Amount Per Event
Establish New Account		
Entering Repayment Letter		
First Billing Statement - Agency Required Inclusion		
Phone Call Introduction		
Payment Due Date Reminder Email		
Phone Call Missed Payment		
Missed Payment Letter		
Missed Payment Email		
Collection Referral Letter		
Phone Call Final Missed Payment		
Paid in Full Letter		
1098-E Notifications		
NSF Notification		
Total:		

***Enter a description of the triggering event if different from the fee description.
Fee Amount Per Event MUST include a number. If there is no amount for the service please list 0.
 The Fees here will be calculated to arrive at a total score for evaluation purposes.

Optional Information (bidders may add rows as needed to accommodate additional rates)

Other Fixed Fees on a per account basis. (Please Specify)

Fee Description	Fee Amount Per Month*
Quarterly Repayment	
Credit Bureau Reporting	
eOSCAR Credit Bureau Disputes	
Red Flag (Basic/Premium)	
Regulation Z (Truth In Lending Act)	
E-Sign Promissory Notes	
Co-Signer E-Sign Authentication	
Award Emails/Letters	
Web Exit Interviews	
Exit Emails/Letters	
Mailed Exits	
SkipTrace Services (Address and Phone)	
Refunds of Overpaid Loans	
NSF Charges	



Other Fees on a per event basis. (Please Specify)

Fee Description	Fee Amount Per Month*
Professional Services	
Special Letters	
Special Emails	



CONTRACT

No. [REDACTED]

COMPETITIVE SOLICITATION No. 25RQ500

**FOR
BILLING SERVICES FOR
FINANCIAL AID RECEIVABLES**

By and Between

**STATE OF WASHINGTON
STUDENT ACHIEVEMENT COUNCIL**

and

[REDACTED]

Dated July 1, 2025

CONTRACT

No. [REDACTED]

**COMPETITIVE SOLICITATION NO. 25RQ500
BILLING SERVICES FOR FINANCIAL AID RECEIVABLES**

This Contract ("Contract") is made and entered into by and between the State of Washington acting by and through the Washington Student Achievement Council, a Washington State governmental agency ("WSAC") and [REDACTED], a [REDACTED] ("Contractor") and is dated and effective as of July 1, 2025, or date of execution, whichever is later.

RECITALS

- A. Pursuant to Legislative direction codified in RCW 39.26, WSAC is authorized to competitively solicit and award contracts for goods and/or services for use by WSAC.
- B. WSAC issued Solicitation #25RQ500 dated April 2, 2025, for the purpose of obtaining a contractor for the billing services for financial aid receivables in accordance with its authority under RCW 39.26.
- C. WSAC evaluated all responses to the Competitive Solicitation and identified Contractor as the apparent successful bidder.
- D. WSAC has determined that entering into this Contract will meet its identified needs.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

- 1. **TERM.** The term of this Contract is forty-eight (48) months, commencing July 1, 2025, and ending June 30, 2029; subject to mutual agreement, the term of the Contract may be extended for up to three (3) additional one-year terms.
- 2. **SCOPE – INCLUDED GOODS AND/OR SERVICES AND PRICE.**
 - 2.1. **CONTRACT SCOPE.** Pursuant to this Contract, Contractor is authorized to sell and provide only those services set forth in *Exhibit A – Included Services* for the prices set forth in *Exhibit B – Prices for Services*.
 - (a) **Services.** For purposes of this Contract, "Services" means all services of any nature ordered by WSAC pursuant to this Contract.
 - (b) **Specifications.** Where applicable, specifications for Services as detailed in this Contract. Unless otherwise specified, all Services provided shall be new and unused of the latest model or design.
 - 2.2. **WSAC'S ABILITY TO MODIFY SCOPE OF CONTRACT.** Subject to mutual agreement between the parties, WSAC reserves the right to modify the services included in this Contract; *Provided*, however, that any such modification shall be effective only upon ten (10) days advance written notice; and *Provided further*, that any such modification must be within the scope of the Competitive Solicitation for this Contract.

- 2.3. ECONOMIC ADJUSTMENT. Beginning thirty-six (36) months after the effective date of this Contract, the prices set forth in *Exhibit B – Prices* shall be adjusted. Price (rates) quoted will be locked in for the duration of the initial contract. WSAC, at its sole discretion, will determine the acceptability of any price changes proposed before agreeing to an extension of a Contract. If resulting contract is renewed, the hourly rate may be negotiated at that time, however, the rate may not increase more than three percent (3%) for each renewal period and must be agreed upon in writing.
- 2.4. PRICE CEILING. Although Contractor may offer lower prices to WSAC, during the term of this Contract, Contractor guarantees to provide the Services at no greater than the prices set forth in *Exhibit B - Prices for Services*.

3. CONTRACTOR REPRESENTATIONS AND WARRANTIES. Contractor makes each of the following representations and warranties as of the effective date of this Contract and at the time of performance pursuant to this Contract. If, at the time of performance, Contractor cannot make such representations and warranties, Contractor shall not perform and shall, within three (3) business days notify WSAC, in writing, of such breach.

- 3.1. QUALIFIED TO DO BUSINESS. Contractor represents and warrants that Contractor is (a) in good standing; (b) qualified to do business in the State of Washington; and (c) registered with the Washington State Department of Revenue and the Washington Secretary of State.
- 3.2. TAXES. Contractor represents and warrants that Contractor is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
- 3.3. LICENSES; CERTIFICATIONS; AUTHORIZATIONS; & APPROVALS. Contractor represents and warrants that Contractor possesses and shall keep current during the term of this Contract all required licenses, certifications, permits, authorizations, and approvals necessary for Contractor’s proper performance of this Contract.
- 3.4. SUSPENSION & DEBARMENT. Contractor represents and warrants as previously certified in Contractor’s Bidder’s Certification, that neither Contractor nor its principals or affiliates presently are not or have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental Contract by any governmental department or agency within the United States.
- 3.5. WAGE VIOLATIONS. Contractor represents and warrants as previously certified in Contractor’s Bidder’s Certification, that during the term of this Contract and the three (3) year period immediately preceding the award of the Contract, Contractor has not been determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.
- 3.6. CIVIL RIGHTS. Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3.7. EXECUTIVE ORDER 18-03 – WORKERS’ RIGHTS **[IF APPLICABLE]**. Contractor represents and warrants, as previously certified in Contractor’s Bidder’s Certification, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during

the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

- 3.8. WASHINGTON SMALL BUSINESS [IF APPLICABLE]. Contractor represents and warrants, as previously certified in Contractor’s Bidder Certification, that Contractor qualifies as a Washington Small Business pursuant to RCW 39.26.010.
- 3.9. CERTIFIED VETERAN-OWNED BUSINESS [IF APPLICABLE]. Contractor represents and warrants, as previously certified in Contractor’s Bidder Certification, that Contractor qualifies as a Certified Veteran-Owned Business pursuant to RCW 43.60A.190.
- 3.10. FRAUD AND DISHONEST CONDUCT. Contractor represents and warrants that, within the three (3) year period prior to this Contract, neither Contractor nor its principals or affiliates: (a) have been convicted of, had a judgment rendered against, or settled (with or without an admission of guilt or liability) any criminal or civil matter, including without limitation any administrative investigation, enforcement action, or other proceeding or dispute with a government authority, involving allegations that any of Contractor or its principals or affiliates have committed fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract under a public contract; (b) have been in violation of federal or state antitrust statutes; (c) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, or any crime or tort involving similarly dishonest conduct; (d) are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in subsection (b) of this provision; (e) are presently defending against affirmative or defensive claims by any private litigant involving allegations of any of the offenses enumerated in subsection (b) of this provision; or (f) had one or more public contracts (federal, state or local) terminated for cause or default.
- 3.11. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that Contractor complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to State employees.
- 3.12. WASHINGTON’S STATEWIDE PAYEE DESK. Contractor represents and warrants that Contractor is registered with Washington’s Statewide Payee Desk, which registration is a condition to payment.
- 3.13. ADVERTISING AND ENDORSEMENT. Contractor understands and acknowledges that neither WSAC nor the State of Washington are endorsing Contractor’s services or suggesting that such services are the best or only solution to their needs. Accordingly, Contractor further represents and warrants that Contractor shall make no reference to WSAC or the State of Washington in any promotional material without the prior written consent of WSAC.
- 3.14. CONTINGENT FEES. Contractor represents and warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents as defined in the Federal Acquisition Regulations.
- 3.15. FINANCIALLY SOLVENT. Contractor represents and warrants that Contractor has not commenced bankruptcy proceedings and that there are no judgment, liens, or encumbrances of any kind affecting title to any Services that are the subject of this Contract.
- 3.16. ACCESS EQUITY – CONTRACTOR REPORTING (if utilizing subcontractors). Contractor represents and warrants, as previously certified in Contractor’s Bidder’s Certification, that Contractor, if utilizing

subcontractors to perform this Contract, shall register and report monthly, as Contractor, through *Access Equity*, Washington's secure online business diversity vendor management system (B2Gnow), which is managed by Washington's Office of Minority and Women's Business Enterprises (OMWBE), any payments to subcontractors pertaining to the Contract. Contractor further represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor shall use commercially reasonable efforts to ensure that such subcontractors also utilize *Access Equity* to verify such payment information as reported by Contractor.

- 3.17. **OPERATIONAL CAPABILITY.** Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor has the operational and financial capability to perform the Contract.
- 3.18. **CONTRACT TRANSITION.** Contractor represents and warrants that, in the event this Contract is transitioned to another contractor (e.g., Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist WSAC for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.

4. QUALITY; WARRANTY; REMEDIES.

- 4.1. **SERVICES WARRANTY.** Contractor warrants that: (a) Services will be performed in a timely, efficient, professional, and workmanlike manner; (b) all Contractor personnel assigned to perform Services will have the necessary skill and training; and (c) Services will be performed in a manner consistent with the standard of care in the industry ("Services Warranty"). The Services Warranty will survive for a period of twelve (12) months after the date when Services are completed ("Services Warranty Period").
- 4.2. **SERVICES REMEDY.** If Services do not comply with the Services Warranty or are in any manner found to be nonconforming during the Services Warranty Period, Contractor promptly shall remedy the non-conformance, or at WSAC'S election, Contractor shall re-perform or correct the nonconforming Services at no additional cost to WSAC or refund the amounts paid for the Services.
- 4.3. **IT WARRANTY.** Contractor warrants, that all hardware, software, and firmware associated with Services ("IT Services", respectively) will not: (a) contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (i) damage, destroy, or alter any software or hardware; (ii) reveal, damage, destroy, or alter any data; (iii) disable any computer program automatically; or (d) permit unauthorized access to any software or hardware; (b) contain any third party software (including software that may be considered free software or open source software) that (i) may require any software to be published, accessed, or otherwise made available without the consent of WSAC, or (ii) may require distribution, copying, or modification of any software free of charge; and (c) infringe on any patent, copyright, trademark, or other proprietary or intellectual property right of any third party or misappropriate any trade secret of any third party ("IT Warranty"). The IT Warranty will expire twelve (12) months after the date IT Services are complete, as applicable.
- 4.4. **IT REMEDY.** If IT Services do not comply with the IT Warranty, or if any defect or non-conformance develops during the IT Warranty Period, Contractor, at WSAC'S election, promptly will: (a) remedy the defect by removing, repairing, correcting or replacing, and/or reinstalling any defective; (b) re-perform or correct the non-conforming IT Services at no additional cost to WSAC; or (c) refund the amounts paid for IT Services.

4.5. FAILURE TO REMEDY. If Contractor does not remedy a defect or nonconformity within ten (10) calendar days after receipt of written notice from WSAC, or if an emergency exists rendering it impossible or impractical for WSAC to have Contractor provide a remedy, WSAC may, without prejudice to any other rights or remedies available to it, make or cause to be made required modifications, adjustments, or repairs, or may replace Services, or IT Services, in which case Contractor shall reimburse WSAC for its actual costs or, at WSAC'S option, WSAC will offset the costs incurred from amounts owing to Contractor.

5. SAFETY; SECURITY; CONTRACTOR REQUIREMENTS. Contractor's failure to comply with any of the requirements in this Section shall be cause for termination.

5.1. IT SECURITY POLICIES. Contractor, its agents, employees, or subcontractors shall comply with all Washington State IT security policies and standards which shall be made available to Contractor upon request.

5.2. CONFIDENTIAL INFORMATION. For purposes of this Contract, "Confidential Information" includes, but is not limited to, information that is deemed confidential under federal or state law, personal information as defined in [RCW 42.56.590](#), as well as any information identified, in writing, by WSAC as confidential or protected.

5.3. PROTECTION OF CONFIDENTIAL INFORMATION. Notwithstanding any provision to the contrary, Contractor's use of Confidential Information will be in compliance with all applicable state and federal law. At a minimum, Contractor shall maintain records documenting: (i) the Confidential Information received pertaining to this Contract; (ii) the purpose(s) for which the Confidential Information was received; (iii) who received and maintained the Confidential Information; and (iv) final disposition of the Confidential Information. WSAC reserves the right to monitor, audit, and/or investigate Contractor's use of Confidential Information used, collected, or acquired by Supplier pursuant to this Contract.

5.4. CONTRACTOR OBLIGATION – CONFIDENTIAL INFORMATION. Contractor shall: (i) hold Confidential Information in strictest confidence and not make use of Confidential Information for any purpose other than the performance of this Contract; (ii) release Confidential Information only to authorized employees or agents requiring such information for the purpose of performing this Contract and who have executed an appropriate nondisclosure agreement or data sharing agreement as approved by WSAC; (iii) implement and maintain physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information including, but not limited to, storing Confidential Information on secure servers with access to the data strictly controlled and limited to staff with appropriate training and clearance; and (iv) ensure that all Confidential Information is encrypted in transmission from and to Contractor, at rest in the data base or other data facility maintained or used by Contractor, and when transmitted to authorized recipients.

6. SUBCONTRACTORS.

6.1. CONTRACTOR RESPONSIBILITY. Notwithstanding any provision to the contrary, in the event Contractor elects to utilize subcontractors to perform this Contract, Contractor shall:

- (a) Incorporate Contractor's responsibilities under this Contract into its subcontracts;
- (b) Be fully responsible for the performance of any such subcontractors (regardless of tier) and ensure that subcontractors comply with each and every Contractor obligation set forth in this Contract;
- (c) Be the sole point of contact for Procuring Agency regarding all contractual matters;
- (d) Ensure that such subcontractors are registered in WEBS;

- (e) Ensure that such subcontractors comply with the *Access Equity* requirements applicable to subcontractors as set forth in this Contract; and
- (f) Defend, indemnify, and hold Procuring Agency harmless in case of negligence, other tortious fault, or intentional misconduct by any such subcontractors (regardless of tier).

Prior to utilizing any subcontractor to perform this Contract, Contractor shall provide written notice to Procuring Agency's contract administrator. For each such subcontractor, such notice shall confirm that such subcontractor is:

- Registered in WEBS; and
- Identified by Contractor in *Access Equity*.

6.2. ACCESS EQUITY. If Contractor utilizes subcontractors to perform this Contract, this section applies. In such circumstances, this Contract is subject to compliance tracking using *Access Equity*, Washington's online business diversity vendor management system (B2Gnow), which is managed by Washington's Office of Minority and Women's Business Enterprises (OMWBE). *Access Equity* is web-based and can be accessed at <https://omwbe.diversitycompliance.com/>. User guides and documentation related to Contractor and subcontractor access to and use of *Access Equity* are available online at <https://omwbe.wa.gov/access-equity-help-center>. Contractor may contact the Contract Administrator for technical assistance in using the *Access Equity* system.

- (a) Contract Payment Reporting & Verification. Contractor and any subcontractors utilized by Contractor to perform this Contract shall utilize *Access Equity* to report and confirm receipt of payments made to Contractor by Procuring Agency and to each subcontractor.
- (b) Contractor Requirements.
 1. Registration. Contractor, within fifteen (15) calendar days of the effective date of this Contract, shall register in *Access Equity* and enter all required subcontractor information. In the event Contractor subcontracts to perform this Contract after the effective date of this Contract, Contractor shall update *Access Equity* within fifteen (15) calendar days of such subcontract.
 2. Training. Contractor, within twenty (20) calendar days of the effective date of this Contract (or later engagement of a subcontractor), shall complete the required *Access Equity* user training (two (2) one-hour online sessions).
 3. Subcontractors. Contractor shall require any subcontractor(s) utilized by Contractor to perform this Contract to:
 - Register in *Access Equity*;
 - Complete the required *Access Equity* user training;
 - Use *Access Equity* to verify the amount and date of receipt of each payment from Contractor or, if applicable, a higher tier subcontractor;
 - Use *Access Equity* to report payments made by subcontractor to any lower tier subcontractor(s), if any, in the same manner as specified herein;

- Promptly respond to any requests or instructions from Contractor or system-generated messages to check or provide information in *Access Equity*; and
 - When necessary, promptly coordinate with Contractor and/or Procuring Agency to resolve any discrepancies between reported and received payments.
4. Reporting. Contractor, quarterly shall report the amount and date of:
- All payments received from Procuring Agency; and
 - All payments paid to subcontractor(s);
- Provided*, however, that Contractor shall mark as “final” and report final subcontractor payments no later than thirty (30) calendar days after final payment is due to subcontractor(s).
5. Monitor & Respond. Contractor shall monitor contract payments and respond promptly to any requests or instructions from Procuring Agency or system-generated messages to check or provide information in *Access Equity*.
6. Resolve Discrepancies. When necessary, promptly coordinate with subcontractor(s) and/or Procuring Agency to resolve any discrepancies between reported and received payments.

(c) Right to withhold Payment for Noncompliance. In the event Contractor or subcontractors, if any, fails to comply with this section, Procuring Agency may, in addition to any other lawful remedy, upon written notice of such noncompliance, withhold payment to Contractor until such time as such noncompliance is cured.

- 6.3. REPORTING. If Contractor is required to report to WSAC, such report(s) shall include subcontractor data, by subcontractor, for any data that Contractor is required to report as well as a consolidated ‘rollup’ report combining Contractor and subcontractor data.
- 6.4. SUBCONTRACTOR REPRESENTATIONS AND CERTIFICATIONS. Any Contractor representations or certifications set forth in this Contract shall apply to subcontractors (at any tier) and Contractor shall not utilize any subcontractors (at any tier) who cannot provide such representations or certifications, excepting the certification to be registered with Washington’s Statewide Payee Desk, unless WSAC shall pay such subcontractor directly.

7. DELIVERY & INSTALLATION.

- 7.1. DELIVERY REQUIREMENTS. Contractor must ensure that the Services are delivered or provided as required by this Contract, including the requirements set forth in *Exhibit A – Included Services*, or as otherwise mutually agreed in writing between WSAC and Contractor.
- 7.2. RECEIPT AND INSPECTION OF SERVICES. Services purchased under this Contract are subject to WSACS’ reasonable inspection, testing, and approval. WSAC reserves the right to reject and refuse acceptance of services that are not in accordance with this Contract. If there are any apparent defects in the Services at the time of delivery, WSAC promptly will notify Contractor. At WSACS’ option, and without limiting any other rights, WSAC may require Contractor to repair or replace, at Contractor’s expense, any or all of the damaged services or, at WSACS’ option, WSACS’ may note any damage to the services on the receiving report, decline acceptance, and deduct the cost of rejected services from final payment.

8. PERFORMANCE OF SERVICES.

8.1. OWNERSHIP OF DELIVERABLES. Notwithstanding any provision to the contrary, the parties understand and agree that WSAC shall own all rights to any plans, reports, or other deliverables provided to WSAC pursuant to this Contract. The copyright in all works of authorship created pursuant to this Contract shall be owned by WSAC. All such works or portions of works created by the Contractor are hereby agreed to be "works made for hire" within the meaning of 17 U.S.C. § 201. If, however, WSAC is not able to obtain copyright ownership under the statutory provisions for "works made for hire," then Contractor hereby assigns to WSAC all right, title, and interest in: (a) the copyright to Contractor's work of authorship ("Work") and contribution to any such Work ("Contribution"); (b) any registrations and copyright applications, along with any renewals and extensions thereof, relating to the Contribution or the Work; (c) all works based upon, derived from, or incorporating the Contribution or the Work; (d) all income, royalties, damages, claims and payments now or hereafter due or payable with respect to the Contribution or the Work; (e) all causes of action, either in law or in equity, for past, present, or future infringement of copyright related to the Contribution or the Work, and all rights corresponding to any of the foregoing, throughout the world. In addition, to the extent any applicable law or treaty prohibits the transfer or assignment of any moral rights or rights of restraint the Contractor has in the Contribution or the Work, the Contractor waives those rights as to WSAC, its successors, licensees, and assigns.

8.2. CONTRACTOR KEY STAFF CHANGES. Except in the case of a leave of absence, sickness, death, termination of employment or unpaid or paid leave of absence, agreed upon Key Staff must not be changed during the term of this Contract, except as may be agreed in writing between the parties. During the term of the Contract, WSAC reserves the right to approve or disapprove of Contractor and Subcontractor Key Staff assigned to perform services as required by this contract, or to require the removal or reassignment of any Contractor or Subcontractor Key Staff found unacceptable by WSAC, subject to WSAC's compliance with applicable laws. Contractor must provide WSAC with a resume of any member of its Key Staff or a Subcontractor's Key Staff assigned to or proposed to perform this Contract prior to commencing any Services.

In the event that proposed Contractor personnel are unavailable to perform this Contract, Contractor must staff the project with personnel with equal or greater skills and capabilities, subject to approval from WSAC.

WSAC must be notified of any change in Contractor Key Staff as soon as practicable but in no event less than five (5) working days after removal of such staff from their duties in support of this Contract. Contractor must provide resumes and describe the roles and responsibilities of any replacement staff to WSAC as soon as practicable but in no event less than five (5) working days prior to the date that such staff begin work under this Contract. WSAC reserves the right, in its sole judgement, to approve or reject such replacement staff. WSAC's approval of such staff will not be unreasonably withheld.

8.3. DATA SECURITY REQUIREMENTS

- (a) Security Compliance. Contractor is responsible for establishing an information security program and maintaining physical, technical, administrative, and organizational safeguards, that comply with: (a) applicable industry standards and guidelines; (b) American Institute of Certified Public Accountants (AICPA) System and Organization Controls (SOC) 1; and (c) Washington State Office of Chief Information Officer (OCIO) Policy 141 – *Securing Information Technology Assets Standards* located at [Securing Information Technology Assets | WaTech](#).

- (b) Annual Security Certifications. Contractor will, at the commencement of this Contract and annually thereafter provide WSAC the following reports and certifications: (a) AICPA Statement of Standards for Attestation Engagement (SSAE) No. 18 SOC 1 Type II fiscal year cycle audit report; (b) SOC 2 Type I report in accordance with AICPA AT 101; and (c) attestation that Contractor's Services are in compliance with OCIO Security Policy 141 – *Securing Information Technology Assets Standards*. WSAC may accept, at its sole discretion, alternative reports, audits or reporting formats which WSAC determines to be equivalent or better to the reports and certifications described herein.
- (c) Data Breach. Contractor must have an incident response process that follows National Institute of Standards and Technology (NIST) of Standards and Technology (NIST) standards and includes breach detection, breach notification and breach response. Upon discovery or reasonable belief of any access, destruction, loss, theft, use or disclosure of WSAC's Data by an unauthorized party ("Data Breach"), Contractor shall notify WSAC by the fastest means available and also in writing. Contractor shall provide such notification within forty-eight (48) hours after Contractor reasonably believes there has been such a Data Breach. Contractor's notification shall identify:
- 1) The nature of the Data Breach;
 - 2) The Data accessed, used or disclosed;
 - 3) The person(s) who accessed, used, disclosed and/or received Data (if known);
 - 4) What Contractor has done or will do to quarantine and mitigate the Data Breach; and
 - 5) What corrective action Contractor has taken or will take to prevent future Data Breaches.

Contractor shall quarantine the Data Breach, ensure secure access to Data, and restore Services as needed to comply with terms and conditions of this Contract. Contractor shall conduct an investigation of the Data Breach and shall share the report of the investigation with WSAC.

In the event of the Data Breach, Contractor agrees to comply with all applicable state and federal statutory provisions, including but not limited to RCW 19.255.010 and [RCW 42.56.590](#). Where notifications are required to the public or regulators, Contractor shall coordinate and cooperate with WSAC in the development of a communication plan, and promptly and at no cost, provide advance copies of any notifications for WSAC review before disseminating. If a Data Breach occurs and is found to be the result of Contractor's acts, omissions or negligence, Contractor shall assume complete responsibility for notification of affected parties, and be liable for all associated costs incurred by WSAC in responding to or recovering from the Data Breach.

- (d) Technical Examination and Audit. Upon advance written request, Contractor agrees that WSAC or its designated representative shall have reasonable access to Services purchased by WSAC under this contract, its operational documentation, records and databases, including online inspections. The online inspection shall allow WSAC, its authorized agents, or a mutually acceptable third party hired by WSAC, to test that controls are in place and working as intended. Tests may include, but not be limited to, the following:
- 1) Operating system/network vulnerability scans;
 - 2) Web application vulnerability scans;
 - 3) Database application vulnerability scans; and
 - 4) Any other scans to be performed by WSAC or representatives on behalf of WSAC.

Contractor shall allow WSAC reasonable access to Services security logs, latency statistics, and other related Services security data that affect this Contract and WSAC's Data, at no cost to WSAC. After any significant Data loss, specific to data stored within the Services platform, or as a result of any disaster or catastrophic failure, Contractor will at its expense have an independent, industry-recognized third party perform an information security audit. This does not apply to data loss resulting from interruptions in the Services stemming from WSAC's computers, network hardware, internet connectivity, or other elements owned or controlled by WSAC that are reasonably required to use Services. The audit results shall be shared with WSAC within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor will provide WSAC with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Contract.

9. INVOICING & PAYMENT.

9.1 CONTRACTOR INVOICE. Contractor shall submit properly itemized invoices to WSAC's designated invoicing contact for Services delivered under this Contract. Such invoices shall itemize the following:

- (a) Contract No. [REDACTED];
- (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative);
- (c) Contractor's State of Washington Statewide Vendor Number (SVN);
- (d) Date(s) of delivery;
- (e) Description of Services and Deliverables provided;
- (f) Net invoice Price for each Service or Deliverables;
- (g) Applicable taxes;
- (h) Total invoice amount; and
- (i) Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Contract prices. Invoices shall not be processed for payment until receipt of a complete invoice as specified herein. WSAC shall have no obligation to pay Contractor for any services that do not comply with this Contract.

9.2. PAYMENT. Payment is the sole responsibility of, and will be made by, WSAC. Payment is due within thirty (30) days of invoice. If WSAC fails to make timely payment(s), Contractor may invoice WSAC in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.

9.3. OVERPAYMENTS. Contractor promptly shall refund to WSAC the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) calendar days of written notice to Contractor; *Provided*, however, that WSAC shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely refunds of overpayment(s) (either directly or by such credit memo), Contractor shall pay WSAC interest at a rate of one percent (1%) per month on the amount overdue thirty (30) calendar days after notice to Contractor.

9.4. ADVANCE PAYMENT PROHIBITED. Except as authorized by law, Contractor shall not request or receive advance payment for any Services furnished by Contractor pursuant to this Contract.

- 9.5. NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, insurance, or payment processing.
- 9.6. TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Contract. Failure to do so shall constitute breach of this Contract. Unless otherwise agreed, WSAC shall pay applicable sales tax imposed by the State of Washington on purchased services. Contractor’s invoices shall separately state (a) taxable and non-taxable charges and (b) sales/use tax due by jurisdiction. In regard to federal excise taxes, Contractor shall include federal excise taxes only if, after thirty (30) calendar days written notice to WSAC, WSAC has not provided Contractor with a valid exemption certificate from such federal excise taxes.

10. CONTRACT MANAGEMENT.

- 10.1. CONTRACT ADMINISTRATION & NOTICES. Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of contract administration for this Contract. WSAC’s contract administrator shall provide contract administrative oversight. Contractor’s contract administrator shall be Contractor’s principal contact for invoice/billing activities under this Contract. The parties may change contract administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

WSAC	Contractor
Attn: Marla Skelley	Attn: _____
WSAC	_____
PO Box 43430	_____
Olympia, WA 98504	_____
Tel: (360) 485-1320	Tel: (____) _____
Email: marlas@wsac.wa.gov	Email: _____

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 10.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform WSAC of the same) who shall be responsible for addressing WSAC’s issues pertaining to this Contract
- 10.3. LEGAL NOTICES. Any legal notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

WSAC	Contractor
Attn: Stacey Warick WSAC PO Box 43430 Olympia, WA 98504 Email: staceywa@wsac.wa.gov	Attn: _____ _____ _____ Email: _____

Notices shall be deemed effective upon the earlier of receipt if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

11. RECORDS RETENTION & AUDITS.

- 11.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect contract performance and administration of purchases, payments, taxes and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Contract or final payment, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 11.2. AUDIT. WSAC reserves the right to audit, or have a designated third-party audit, applicable records to ensure that Contractor properly has invoiced WSAC. Accordingly, Contractor shall permit WSAC and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor’s books, documents, papers and records directly pertinent to this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Contract or final payment, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

12. INSURANCE.

- 12.1. REQUIRED INSURANCE. Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C– Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for Services and no additional payment shall be made to Contractor.
- 12.2. WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, WSAC may terminate this Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. If Contractor performs Services on WSAC’S behalf in the State of Washington, and only to the extent of claims against Contractor by WSAC under the Indemnity obligations in this Contract, Contractor expressly waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor’s indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers’ compensation acts, disability benefit acts, or other employee benefit acts. The

parties expressly acknowledge and certify that the waiver of immunity under Title 51 RCW was mutually negotiated and agreed upon.

13. CLAIMS.

- 13.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents in connection with Contractor’s operations under this Contract. WSAC has made no representations regarding any factor affecting Contractor’s risks. Contractor shall pay for all damage to any WSAC’s property resulting directly or indirectly from Contractor’s acts or omissions under this Contract.
- 13.2. THIRD-PARTY CLAIMS; GENERAL INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold WSAC and its employees and agents harmless from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys’ fees, consultant fees, and expert fees (collectively “Claims”) to the extent arising out of Contractor’s or its successors’, agents’, and subcontractors’ negligence, other tortious fault, or intentional misconduct under this Contract; *Provided*, however, that no right to indemnity will exist as to that portion of a Claim resulting from the sole negligence, tortious fault, or intentional misconduct of WSAC. The parties agree that if there are any limitations of Contractor’s liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability shall not apply to injuries to persons, including death, or to damages to property. Contractor shall take all steps needed to keep WSAC’s property free of liens arising from Contractor’s activities, and promptly obtain or bond the release of any such liens that may be filed.
- 13.3. INTELLECTUAL PROPERTY INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold WSAC and their employees and agents harmless from against any and all Claims resulting from allegations of infringement of any patents, copyrights, trade secret, or similar intellectual property rights covering the Services provided, or the use of the Services under this Contract. If WSAC’s use of Services provided by Contractor is enjoined based on an intellectual property infringement Claim, Contractor shall, at its own expense, either procure for WSAC the right to continue using the Services or, after consulting with WSAC and obtaining WSAC’s consent, replace or modify the Services with substantially similar and functionally equivalent non-infringing Services.

14. DISPUTE RESOLUTION.

- 14.1. The parties shall cooperate to resolve any dispute pertaining to this Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior manager of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

15. SUSPENSION; EXPIRATION; TERMINATION; REMEDIES

- 15.1. TERMINATION. This Contract may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar

days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in this Contract; and (c) as otherwise expressly provided for in this Contract. This Contract shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate this Contract as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach shall not affect rights or obligations accrued or owed before the effective date of the termination notice.

- 15.2. **TERMINATION FOR REDUCTION OF FUNDS OR CHANGES IN LAW.** WSAC may suspend or terminate this Contract, at the sole discretion of WSAC or, as applicable, if WSAC reasonably determines that: (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (b) that a change in available funds affects WSACS' ability to pay Contractor. A change of available funds as used in this section includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this provision, WSAC shall reimburse Contractor for Services properly performed until the effective date of said notice. Except as stated in this provision, in the event of termination for nonappropriation or reduction of funds or changes in law, WSAC shall have no obligation or liability to Contractor.
- 15.3. **TERMINATION FOR PUBLIC CONVENIENCE.** WSAC, for public convenience, may terminate this Contract; *Provided*, however, that such termination for public convenience must, in WSACS' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve WSAC from payment for Services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, WSAC shall not have any obligation or liability to Contractor.
- 15.4. **EXPIRATION – WSACS' OBLIGATIONS.** Upon expiration of this Contract, WSAC shall accept and take delivery of all outstanding and not yet fulfilled orders and pay Contractor the price as set out in the Contract.
- 15.5. **CONTRACTOR OBLIGATIONS – EXPIRATION OR TERMINATION.** Upon expiration or termination of this Contract, Contractor shall: (a) continue to fulfill its warranty obligations with respect to any Services sold hereunder and all provisions of the Contract that, by their nature, would continue beyond the expiration, termination, or cancellation of the Contract shall so continue and survive; and (b) promptly return to WSAC all keys, badges, and other materials supplied by WSAC pursuant to this Contract.
- 15.6. **DEFAULT.** Any of the following events shall constitute cause for WSAC to declare Contractor in default of this Contract:
- (a) Contractor fails to perform or comply with any of the terms or conditions of this Contract;
 - (b) Contractor breaches any representation or warranty provided herein; or
 - (c) Contractor fails to maintain the insurance coverages specified herein or timely provide to WSAC the Certificate of Insurance and updates thereto specified herein, or

(d) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

15.7. **SUSPENSION & TERMINATION FOR DEFAULT.** WSAC may suspend Contractor’s operations under this Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to WSAC’s reasonable satisfaction; *Provided*, however, that, if after twenty (20) days from such a suspension notice, Contractor remains in default, WSAC may terminate Contractor’s rights under this Contract. All of Contractor’s obligations to WSAC survive termination of Contractor’s rights under this Contract, until such obligations have been fulfilled.

15.8. **REMEDIES FOR DEFAULT.**

- (a) WSAC’s rights to suspend and terminate Contractor’s rights under this Contract are in addition to all other available remedies.
- (b) In the event of termination for default, WSAC may exercise any remedy provided by law including, without limitation, the right to procure replacement services. In such event, Contractor shall be liable to WSAC for damages as authorized by law including, but not limited to, any price difference between the Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.

15.9. **LIMITATION ON DAMAGES.** Notwithstanding any provision to the contrary, the parties agree that in no event shall any party be liable to the other for exemplary or punitive damages; *Provided*, however, that nothing contained in this Section shall in any way exclude or limit: (a) a party’s liability for all damages arising out of that party’s intentional acts or omissions; (b) the operation of any Services warranty provided in this Contract; or (c) damages subject to the Intellectual Property Indemnity section of this Contract. Any limitation of either party’s obligations under this Contract, by delivery slips or other documentation is void.

15.10. **SUSPENSION/TERMINATION PROCEDURE.** Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to WSAC all Services that are complete (or with approval from WSAC, substantially complete) and WSAC shall inspect, accept, and pay for the same in accordance with this Contract. Unless directed by WSAC to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

16. PUBLIC INFORMATION & PUBLIC RECORDS DISCLOSURE REQUESTS.

16.1. **WASHINGTON’S PUBLIC RECORDS ACT.** Unless statutorily exempt from public disclosure, this Contract and all related records are subject to public disclosure as required by Washington’s Public Records Act, RCW 42.56.

16.2. **CONTRACTOR OBLIGATION.** Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records provided to WSAC that Contractor believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure. In addition, if, in Contractor’s judgment, certain portions of such records are not statutorily exempt from disclosure but are sensitive because particular portions of Contractor’s records (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that Contractor protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, Contractor shall identify and mark the precise portion(s) of the

relevant page(s) of any records that include such sensitive information by clearly labeling the records “sensitive”.

- 16.3. **WSAC’S OBLIGATION.** In the event that WSAC receives a public records disclosure request pertaining to records that Contractor has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive WSAC, prior to disclosure, shall do the following: WSAC’s Public Records Officer shall review any records marked by Contractor as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, WSAC shall redact or withhold the record(s) as appropriate. For records marked ‘sensitive’ or for records where WSAC determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, WSAC shall notify Contractor, at the address provided in the Contract, of the public records disclosure request and identify the date that WSAC intends to release the record(s) (including records marked ‘sensitive’ or exempt from disclosure) to the requester unless Contractor, at Contractor’s sole expense, timely obtains a court order enjoining WSAC from such disclosure. In the event Contractor fails to timely file a motion for a court order enjoining such disclosure, WSAC shall release the requested record(s) on the date specified. Contractor’s failure properly to identify exempted or sensitive information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such records are exempt or protected from public disclosure.

17. ORDER OF PRECEDENCE

Each of the attachments listed below is by the reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state of Washington statutes and regulations
2. General terms and conditions as contained in this basic contract instrument
3. Exhibit A – Performance/Scope of Work
4. Exhibit B – Pricing
5. Exhibit C – Insurance
6. Exhibit D – Nondisclosure Agreement
7. Attachment A – Request for Proposals No. (RFP#25RQ500)
8. Attachment B – Contractor’s Proposal dated (date)
9. Any other provision, term or material incorporated herein by reference or otherwise incorporated

18. GENERAL PROVISIONS.

- 18.1. **TIME IS OF THE ESSENCE.** Time is of the essence for each and every provision of this Contract.
- 18.2. **COMPLIANCE WITH LAW.** Contractor shall comply with all applicable law. Contractor shall obtain all necessary permits and approvals and give all stipulations, certifications, and representations that may be required for it to perform this Contract.
- 18.3. **NONDISCRIMINATION.**
- (a) **Nondiscrimination Requirement.** During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this

nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

- (b) **Obligation to Cooperate.** Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- (c) **Default.** Notwithstanding any provision to the contrary, Agency may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Agency receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Agency may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- (d) **Remedies for Breach.** Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Agency shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Agency for default under this provision.

- 18.4. **ENTIRE AGREEMENT.** This Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 18.5. **AMENDMENT OR MODIFICATION.** Except as set forth herein, this Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- 18.6. **AUTHORITY.** Each party to this Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Contract and that its execution, delivery, and performance of this Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 18.7. **NO AGENCY.** The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 18.8. **INDEPENDENT CONTRACTOR.** The parties intend that an independent contractor relationship is created by this Contract. Contractor and its employees or agents performing under this Contract are not employees or agents of WSAC. Contractor shall not have authorization, express or implied, to bind WSAC to any agreement, liability, or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or worker's compensation benefits through WSAC or the State of Washington and WSAC and the State of

Washington shall not pay for or otherwise provide such coverage for Contractor and its employees and agents.

- 18.9. ASSIGNMENTS. Contractor may not assign its rights under this Contract without WSAC's prior written consent and WSAC may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to WSAC within thirty (30) days, Contractor may assign its rights under this Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Contract notwithstanding any prior assignment of its rights.
- 18.10. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 18.11. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED SERVICES. Contractor irrevocably assigns to WSAC, on behalf of the State of Washington, any claim for relief or cause of action which Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any services provided in Washington for the purpose of carrying out the Contractor's obligations under this Contract, including, at WSAC's option, the right to control any such litigation on such claim for relief or cause of action.
- 18.12. FORCE MAJEURE. Except for payment of sums due, neither party shall be liable to the other or deemed in breach under this Contract if, and to the extent that, such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that causes a delay that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall likewise be provided. So far as consistent with the rights reserved below, the time of completion shall be extended by Contract amendment for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Contract. Notwithstanding any provision to the contrary, in the event that a Contractor-declared force majeure event lasts for more than thirty (30) days, WSAC shall have the right to terminate the Contract and/or purchase the services set forth in this Contract; *Provided*, however, that in such event, Contractor shall not be liable to WSAC for any price difference for such services.
- 18.13. FEDERAL FUNDS. To the extent that WSAC uses federal funds to purchase services pursuant to this Contract, WSAC shall specify any applicable requirement or certification that must be satisfied by Contractor as a condition of payment and Contractor shall adhere to such applicable federal requirements and/or certifications.
- 18.14. SEVERABILITY. If any provision of this Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Contract, and to this end the provisions of this Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Contract.
- 18.15. WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify

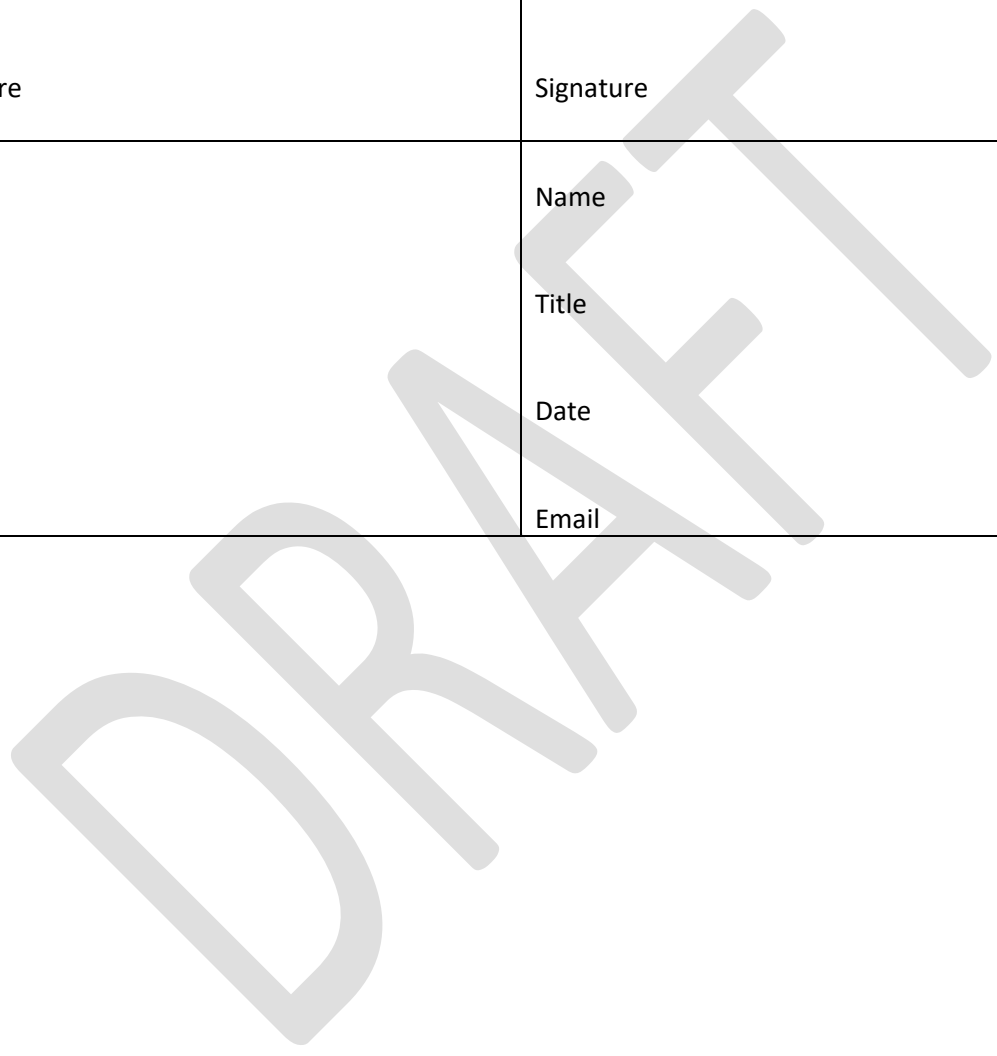
the other party in the event of breach, shall not release the other party of any of its obligations under this Contract, nor shall any purported oral modification or rescission of this Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.

- 18.16. SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Contract shall survive and remain in effect following the expiration or termination of this Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 18.17. GOVERNING LAW. The validity, construction, performance, and enforcement of this Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to any choice of law principles that would provide for the application of the laws of another jurisdiction.
- 18.18. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Contract, the parties agree to submit to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- 18.19. ATTORNEYS' FEES. In the event of litigation or other action brought to enforce the terms of this Contract or alternative dispute process, each party agrees to bear its own attorneys' fees and costs.
- 18.20. FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Contract. Each party hereto and its counsel has reviewed and revised this Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Contract. Each term and provision of this Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 18.21. FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Contract.
- 18.22. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Contract in their entirety.
- 18.23. CAPTIONS & HEADINGS. The captions and headings in this Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Contract nor the meaning of any provisions hereof.
- 18.24. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.

18.25. COUNTERPARTS. This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Contract.

EXECUTED as of the date and year first above written.

WASHINGTON STUDENT ACHIEVEMENT COUNCIL	Insert Company name
Signature	Signature
Name	Name
Title	Title
Date	Date
Email	Email



**INCLUDED SERVICES
PERFORMANCE REQUIREMENTS/SCOPE OF WORK**

[Insert Solicitation Exhibit B 1 – Performance Requirements B 2 – Responses to Scope/Services.]

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**PRICES FOR
PERFORMANCE REQUIREMENTS**

[Insert pricing as specified for performance requirements.]

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INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Contract, Contractor shall obtain and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial General Liability Insurance (and, if necessary, commercial umbrella liability insurance) covering Bodily Injury and Property Damage on an 'occurrence form' in the amount of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. This coverage shall include Contractual Liability insurance for the indemnity provided under this Contract.
 - b. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.
 - c. **EMPLOYER'S LIABILITY (STOP GAP) INSURANCE.** Employer's liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 bodily injury by disease policy limit.
 - d. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.** Symbol 1' commercial automobile liability coverage (and, if necessary, commercial umbrella liability insurance) including coverage for all owned, hired, and non-owned vehicles. The combined single limit per accident shall not be less than \$1,000,000.
 - e. **COMMERCIAL UMBRELLA LIABILITY INSURANCE.** Commercial umbrella liability insurance coverage in the sum of \$3,000,000 shall be provided and shall apply over all liability policies, without exception, including but not limited to Commercial General Liability, Commercial Automobile Liability, Employers Liability, and Professional Liability.
 - f. **PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) INSURANCE.** Professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence or claim, \$2,000,000 general annual aggregate for malpractice or errors and omissions coverage against liability for damages because of personal injury, bodily injury, death, or damage to property, including the loss of use thereof, and damages because of negligent acts, errors, and omissions in any way related to this Master Contract. The policy shall have an extended reporting period of not less than five (5) years after completion.
 - g. **CYBER-SECURITY AND PRIVACY BREACH.** Cyber risk insurance, on a claim form. This coverage shall include Contractual Liability insurance for the indemnity provided under this Contract. Limits are \$10,000,000 per occurrence and \$15,000,000 aggregate. As a separate policy of in coordination with other coverages, must include but is not limited to coverage for first-party costs and third-party claims from:
 - i. Failure to protect data, including unauthorized disclosure, use or access;
 - ii. Security failure or privacy breach;
 - iii. Failure to disclose such breaches as required by law, regulation or contract;
 - iv. Costs associated with notifications, public relations, crisis management advice, credit monitoring, postage, advertising, forensic examinations to determine

- cause and scope of data breach, WSAC risk mitigation services, and other services to assist in managing and mitigating a cyber-incident;
- v. Interruptions of business operations;
- vi. RTO expenses;
- vii. Network security failure;
- viii. Communications and media liability (e.g., infringement of copyright, title, slogan, trademark, trade name, trade dress, service mark or service name in the policyholder’s covered material);
- ix. Computer fraud;
- x. Forgery;
- xi. Money and securities;
- xii. Employee dishonesty;
- xiii. Cyber-extortion;
- xiv. Cyber-terrorism;
- xv. Electronic Funds Transfer, computer, and electronic transmissions fraud and theft;
- xvi. Failure to comply with RCW 19.255.020 and 42.56.590, Health Insurance Portability & Accountability Act of 1996 (“HIPPA”), Family Educational Rights and Privacy Act (“FERPA”), PCI Data Security Standard, Graham Leach Bliley Act; and
- xvii. Other cyber-liability or cyber-crime expenses and provide for associated crisis management and public relations expenses.

The policy must include a waiver of subrogation in the favor of the State, WSAC, and their affiliates.

The insurance coverage limits set forth herein are the minimum. Contractor’s insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against WSAC and the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING.** Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington’s Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best’s Insurance Rating. WSAC reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** Commercial General Liability, and Commercial Automobile Liability Insurance shall include the State of Washington and WSAC (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Prior to execution of the Contract, Contractor shall furnish to WSAC, as evidence of the insurance coverage required by this Contract, a certificate of insurance satisfactory to WSAC that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) days prior to coverage expiration, Contractor shall furnish to WSAC an updated or renewed certificate of insurance, satisfactory to WSAC, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to

maintain or provide proof of insurance, as required, will result in contract cancellation. **All policies and certificates of insurance shall include the Contract number stated on the cover of this Contract.** All certificates of Insurance and any related insurance documents shall be sent via email to WSAC at the email address set forth below:

Email:	<p><i>Note:</i> The Email Subject line must state: Contract Insurance Certificate – Contract No. 25PR [REDACTED] – Billing Services for Financial Aid Receivables</p>
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5. **PRIMARY COVERAGE.** Contractor’s insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, WSAC and the State of Washington. All insurance or self-insurance of WSAC and the State of Washington shall be excess of any insurance provided by Contractor or subcontractors.
6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor to WSAC. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor’s liability or responsibility.
7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against WSAC and the State of Washington for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) days prior written Legal Notice by Contractor to WSAC. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Contract number stated on the cover of this Contract.
9. **EXTENDED REPORTING PERIOD.** If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Contract.

AGENCY NON-DISCLOSURE AGREEMENT**BETWEEN****WASHINGTON STUDENT ACHIEVEMENT COUNCIL****AND****[AGENCY/FIRM]****PARTIES**

This Non-Disclosure Agreement (hereinafter referred to as the "Agreement" is entered into by and between the State of Washington acting by and through the Washington Student Achievement Council, a Washington State governmental agency ("WSAC") and [REDACTED] ("Agency/Firm").

CONFIDENTIAL INFORMATION

[REDACTED] agrees not to disclose, distribute, copy, clone, or modify any confidential information related to the billing services for financial aid receivables and agrees not to use any such information without obtaining prior consent from WSAC, except the information may be used solely for the purposes of work under 25PR [REDACTED]: Billing Services for Financial Aid Receivables.

COLLECTIVELY

[REDACTED] has been informed and understands that all information related to this Agreement and work being completed for billing services for financial aid receivables is confidential and may not be disclosed to unauthorized persons. [REDACTED] agrees not to divulge, disclose distribute, transfer, sell, or otherwise make known to unauthorized persons any information contained in this program.

[REDACTED] understands that any personally identifiable information, including, but not limited to (a) debtor names, (b) the name of a debtor's parent or other family members, (c) debtor addresses, (d) the address of a debtor's family, (e) personal identifiers such as any person's social security number or other Information required of any taxpayer in connection with the assessment or collection of any tax, or other identifying number, (f) personal characteristics that would make a debtor's identity easily traceable, (g) any combination of information that would make a student's identity easily traceable, (h) any other personally identifiable debtor related information, or portrayal of debtor related information in a personally identifiable manner. (See the federal FERPA statute at 20 U.S.C. section 1332g and its implementing regulations at 34 C.F.R. Part 99 which prohibit the unauthorized public disclosure and redisclosure of "personally identifiable student information" in or from debtor "education records"; and the state ethics law at RCW 42.52.050 which prohibits state officers and employees from disclosing confidential information as defined above).

[REDACTED] understands that they are not to access or use this information for their own gain personally or professionally.

[REDACTED] understands that I am prohibited from directly or indirectly making any unauthorized disclosure of any such Confidential Information to any other person or entity, and I swear or affirm and promise that I will not do so. Finally, I understand that if I participate in any unauthorized disclosure of

Confidential Information I may be subject to applicable disciplinary, civil, and criminal proceedings and/or penalties.

_____ agrees to abide by all federal and state laws and regulations regarding confidentiality and disclosure of the information related to this Agreement.

_____, hereby assures the WSAC that: (1) _____ been informed of the obligations and limitations respecting the nondisclosure of Confidential Information established by this Contract between (_____) and the WSAC, (2) no Confidential Information as defined above will be disclosed to any person or entity not expressly authorized by or pursuant to this non-disclosure agreement to receive such information, (3) (_____) shall adequately safeguard all such Confidential Information from disclosure to or access by unauthorized persons, and (4) all Confidential Information provided by or through the WSAC or collected by (_____) on behalf of the WSAC will be retrieved and returned to the WSAC prior to the expiration of the Agreement, or immediately upon termination of the Agreement by either party.

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EXHIBIT F – BIDDER’S SUMMARY OF ACTIVE BILLING

***SERVICE ACCOUNTS BY PROGRAM TYPE**

Including Annual Percentage Rates for Interest and Penalty Fees *All Interests are to be calculated as annual percentage rates (APR) 5/1/2025*

*Service Accounts are subject to change

Grant Programs							
Program Type	Code	# of Accts	Financial Aid Type	Variable Interest Rate Changes Annually on July 1	Fixed Interest Rate	Rates Changes Annually within Repayment Term	Penalty Fees
College Bound Scholarship	CBS	167	Grant	N/A	N/A		None
Passport for Foster Youth Promise Scholarship	PTC	427	Grant	N/A	N/A		None
State Need Grant/Washington College Grant	SNG/WCG	1821	Grant	N/A	N/A		None
National Guard Grant	NGG	None Referred to Date	Conditional Grant	N/A	N/A		3%
Washington Award for Vocational Excellence	WAVE	None Referred to Date	Grant	N/A	N/A		None
Bridge Grant	BRI	86	Grant	N/A	N/A		None
Loan Programs							
Program Type	Code	# of Accts	Financial Aid Type	Variable Interest Rate Changes Annually on July 1	Fixed Interest Rate	Rates Changes Annually within Repayment Term	Penalty Fees

Aerospace Loan Program	ALP	43	Loan	6.53%			None
Alternative Routes 1-Regular Rate 1	AL 1.1	5	Conditional Loan	7.7%			3.00%
Alternative Routes 1-Regular Rate 2	AL 1.2	28	Conditional Loan	6.53%			3.00%
Alternative Routes 2-Pipeline Rate 1	AL 2.1	3	Conditional Loan	7.7%			3.00%
Alternative Routes 2-Pipeline Rate 2	AL 2.2	0	Conditional Loan	6.53%			3.00%
Alternative Routes 3-Retooler Rate 1	AL 3.1	26	Conditional Loan	7.7%			3.00%
Alternative Routes 3-Retooler Rate 2	AL 3.2	1	Conditional Loan	6.53%			3.00%
Get Ready for Math and Science	GRMS	2	Conditional Loan	6.53%			3.00%

Conditional Loan Programs							
Program Type (Listed Alphabetically)	Code	# of Accts	Financial Aid Type	Variable Interest Rate Changes Annually on July 1	Fixed Interest Rate	Rates Changes Annually within Repayment Term	Penalty Fees
Future Teachers 1	FT1	0	Conditional Loan	7.7%			3.00%
Future Teachers 2	FT2	0	Conditional Loan	7.7%			3.00%
Future Teachers 3	FT3	0	Conditional Loan	6.53%			3.00%
Health Federal State Loan Repayment	HFSLRP	None Referred to Date	Conditional Loan	6.53%		Federal Interest Rate	7,500 x mos. not served (minimum \$31,000)
Health Professional Loan Repayment	HPLRS	3	Conditional Loan	6.53%	TBD	Yes	Total paid x 2

Behavioral Health Conditional Scholarship	BHS	None Referred to Date	Conditional Scholarship	6.53%			
Behavioral Health Loan Program	BHP	None Referred to Date	Conditional Loan Program	6.53%			
Health Nurses Conditional Scholarship	HNCS	1	Conditional Loan		8% - 1 through 4 years 10% - 5th year	Yes	Sum received + interest
Health Conditional Scholarship	HCS	0	Conditional Loan		8% - 1 through 4 years 10% - 5th year	Yes	Older accounts - balance unserved time converted to dollars x 2 Newer accounts - 2 x amount of funds given + unserved balance + interest.
Health Rural Physician Pharmacy and Midwife Scholarship	HRPPMS	0	Conditional Loan		8%	Yes	unserved service award converted to loan amount x 2
Teacher Shortage Conditional Scholarship	TSCS	31	Conditional Scholarship		6.53%		3.00%
TOTAL		2,644					



**EXHIBIT E – BIDDER’S CONTRACT ISSUES LIST
(OPTIONAL)**

Competitive Solicitation:	No. 25RQ500 – Billing Services for Financial Aid Receivables
Bidder:	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Type/print full legal name of Bidder

INSTRUCTIONS

This Exhibit is optional. Bidders need only to complete and submit this Exhibit ***IF*** bidder has issues, concerns, exceptions, or objections to any of the terms or conditions contained in *Exhibit D – Contract*. In such case, bidder must use this *Bidder’s Contract Issues List* to identify the same as set forth below.

The *Bidder’s Contract Issues List* is designed to frame contract discussions, if any, between WSAC and bidders regarding the Contract terms and conditions. In completing the *Bidder’s Contract Issues List*, bidders **must**:

- A. Identify the specific Contract section/subsection that creates a business issue, concern, exception, or objection;
- B. Describe, in business terms, the issue, concern, exception, or objection pertaining to the Contract section/subsection;
- C. Propose, in business terms, a solution that is reasonable in light of the Competitive Solicitation and the procurement solution being sought by WSAC; and
- D. Provide bidder’ reason or rationale supporting bidder’s proposed solution, including how the proposed solution is commercially reasonable for a public contract, benefits both the bidder and the WSAC and equitably allocates contractual risk and return.

Please be advised. The Contract(s) to be awarded is the result of a Competitive Solicitation developed pursuant to Washington’s Procurement Code for Goods/Services that is designed to meet governmental needs for eligible purchasers. WSAC endeavors to develop commercially reasonable Contracts that incentivize performance and equitably allocate risk and return based on stakeholder input from eligible purchasers, vendors, procurement professionals, and others. Accordingly:

- Contract revisions, if any, may NOT be bidder-specific, but must apply to all bidders.

- Redlined Documents Will Not Be Reviewed. Do not provide a redlined Contract or sections/subsections. Redlined text may result in WSAC making potentially inaccurate assumptions regarding bidder’s issue(s). Instead, bidders must follow the instructions set forth above.
- ‘Standard’ Bidder Contracts Will Not Be Reviewed. Do not provide a copy of bidder's (or a third party's) ‘standard’ contract or contract section. It will not be reviewed.
- No Substantial Changes. Bidders are cautioned that this is a competitive solicitation for a public contract and **WSAC cannot and will not accept a bid or enter into a Contract that substantially changes the material terms and conditions set forth in this Competitive Solicitation and Contract.** Bids that are contingent upon WSAC making substantial changes to material terms and conditions set forth in the Competitive Solicitation or Contract likely will be determined to be non-responsive.

WSAC will consider the number and nature of the items on *Bidder’s Contract Issues List* in determining the likelihood of completing a Contract with such bidder.

BIDDER’S CONTRACT ISSUES LIST				
NO.	A CONTRACT SECTION	B ISSUE DESCRIPTION	C BIDDER’S PROPOSED SOLUTION	D BIDDER’S RATIONALE FOR PROPOSED SOLUTION
1.				
2.				
3.				
4.				
5.				

Return this Bidder’s Contract Issues List to Procurement Coordinator at:
RFPCoordinator@wsac.wa.gov



**EXHIBIT G – BIDDER’S COMMUNICATIONS TO
BORROWERS SCHEDULES AND SAMPLES**

1. AGENCY shall provide CONTRACTOR the final language and format for the following communications with debtors with the contract. Samples are included for reference and the CONTRACTOR will receive final copies at the start of the contract period. (Bracketed numbers correspond with the line items.)
 - **“Entering Repayment”** letter and email (3)
 - **“First Billing Statement”** agency required inclusion (4)
 - **“Phone Call Introduction”** talking points (5)
 - **“Payment Due Date Reminder”** email (6)
 - **“Phone Call Missed Payment”** talking points (7, 8, 9)
 - **“Missed Payment”** letter or email (7, 8)
 - **“Collections Referral (Final Notice)”** letter and email (9)
 - **“Phone Call Final Missed Payment”** talking points (10)
 - **“Paid-in-Full”** (12)

2. AGENCY will provide authorized letters as an electronic Microsoft Word document template with AGENCY’s letterhead, and merge fields citing individual student data specifying the institution, term, and year in which the debt originated.

3. CONTRACTOR shall send an **“Entering Repayment – Grants or Entering Repayment - ALP”** letter and email within ten (10) business days of receiving the account. The debtor is instructed to call and choose either paper or electronic statements and communications as their preferred method of communication.

4. CONTRACTOR shall mail the **“First Billing Statement”** within twenty (20) business days of receiving the account.

5. CONTRACTOR shall call borrower using the **“Phone Call Introduction”** talking points within ten (10) business days of account receipt between the hours of 5:00 PM and 8:00 PM Pacific Time unless debtor resides in an alternate time zone.

6. If debtor has chosen to be contacted via electronic mail, CONTRACTOR shall email the **“Payment Due Date Reminder”** two (2) calendar days before the payment is due.

7. If payment is not received after the first bill’s due date, CONTRACTOR shall call within three (3) business days using: **“Phone Call Missed Payment”** talking points. If the phone is unanswered by debtor, CONTRACTOR shall send a **“Missed Payment”** letter or email via the debtor preferred method of communication within two (2) business days of attempting the phone call.

8. If payment is not received after the second bill’s due date, CONTRACTOR shall call within three (3) business days using **“Phone Call Missed Payment”** talking points. If

the phone is unanswered by debtor, CONTRACTOR shall send a **“Missed Payment”** letter or email via the debtor preferred method of communication within two (2) business days of attempting the phone call.

9. If payment is not received after the third bill's due date, CONTRACTOR shall call within three (3) business days using **“Phone Call Missed Payment”** talking points, and the CONTRACTOR shall send a **“Collection Referral (Final Notice)”** letter within the same three (3) business day period. The letter will include the AGENCY provided collection company contact information with a payment deadline of ten (10) business days from the date appearing on the letter via debtor preferred method of communication within two (2) business days of attempting the phone call.
10. If payment is not received by the deadline of fifteen (15) calendar days after the date appearing on the **“Collection Referral (Final Notice)”** letter or email, CONTRACTOR shall make a phone call using **“Phone Call Final Missed Payment”** talking point, one (1) business day after the deadline, instructing the borrower that they must make a payment over the phone to avoid collections.
11. If payment is not collected over the phone, CONTRACTOR shall return the account to the AGENCY within two (2) business days after the deadline. If payment is made account is considered current and reenters the billing cycle described above.
12. CONTRACTOR shall send **“Paid in Full”** letter as accounts are completed and maintain the AGENCY paid in full report.
13. CONTRACTOR shall use USPS/Accurint to locate current address if mail is returned at any time in the billing process.

Communications to be Sent – by Program Type

Grant Programs

Fund Type	Abbr.	Entering Repayment letters and emails (3)	First Billing Statement agency required inclusion (4)	Phone Call Intro talking points (5)	Payment Due Date Reminder email (6)	Phone call Missed Payment talking points (7,8,9)	Missed Payment letter or email (7, 8)	Collections Referral (Final Notice) letter (9) Two Versions	Phone call Final Missed Payment talking points (10)	Paid-in-Full (12)
College Bound Scholarship	CBS	X-Grants	X	X	X	X	X	X-Grants	X	X
Passport for Foster Youth Promise Scholarship	PTC	X - Grants	X	X	X	X	X	X-Grants	X	X
State Need Grant/Washington College Grant	SNG/WCG	X - Grants	X	X	X	X	X	X-Grants	X	X
Bridge	BRI	GRANTS	X	X	X	X	X	X-Grant	X	x
National Guard Grant/Conditional Grant	NGG	Conditional Grant	X	X	X	X	X	X-Conditional Grant	X	X
Washington College Grant Apprenticeship	WCG-A									
Washington Award for Vocational Excellence	WAVE	Grant	X	X	X	X	X	X-Grant	X	X

Loan Program

Fund Type (Listed Alphabetically)	Abbr.	Entering Repayment letters and emails (3)	First Billing Statement agency required inclusion (4)	Phone Call Intro talking points (5)	Payment Due Date Reminder email (6)	Phone call Missed Payment talking points (7,8,9)	Missed Payment letter or email (7, 8)	Collections Referral (Final Notice) letter (9) Two Versions	Phone call Final Missed Payment talking points (10)	Paid-in-Full (12)
Aerospace Loan Program	ALP	X- ALP	X	X	X	X	X	X - ALP	X	

Conditional Loan Programs

Fund Type (Listed Alphabetically)	Abbr.	Entering Repayment letters and emails (3)	First Billing Statement agency required inclusion (4)	Phone Call Intro talking points (5)	Payment Due Date Reminder email (6)	Phone call Missed Payment talking points (7,8,9)	Missed Payment letter or email (7, 8)	Collections Referral (Final Notice) letter (9) Two Versions	Phone call Final Missed Payment talking points (10)	Paid-in-Full (12)
Alternative Routes 1- Regular Rate 1	AL 1.1		X	X	X	X	X	X - CL	X	
Alternative Routes 1- Regular Rate 2	AI 1.2		X	X	X	X	X	X - CL	X	

Alternative Routes 2- Pipeline Rate 1	AL 2.1		X	X	X	X	X	X - CL	X	
Alternative Routes 2- Pipeline Rate 2	AL 2.2		X	X	X	X	X	X - CL	X	
Alternative Routes 3- Retooler Rate 1	AL 3.1		X	X	X	X	X	X - CL	X	
Alternative Routes 3- Retooler Rate 2	AL 3.2		X	X	X	X	X	X - CL	X	
Fund Type (Listed Alphabetically)	Abbr.	Entering Repayment letters and emails (3)	First Billing Statement agency required inclusion (4)	Phone Call Intro talking points (5)	Payment Due Date Reminder email (6)	Phone call Missed Payment talking points (7,8,9)	Missed Payment letter or email (7, 8)	Collections Referral (Final Notice) letter (9) Two Versions	Phone call Final Missed Payment talking points (10)	Paid-in-Full (12)
Get Ready for Math and Science	GRMS		X	X	X	X	X	X - CL	X	
Future Teachers 1	FT1		X	X	X	X	X	X - CL	X	
Future Teachers 2	FT2		X	X	X	X	X	X - CL	X	
Future Teachers 3	FT3		X	X	X	X	X	X - CL	X	
Health Federal State Loan Repayment	HFSLRP		X	X	X	X	X	X - CL	X	
Health Professional Loan Repayment	HPLRS		X	X	X	X	X	X - CL	X	
Health Nurses Conditional Scholarship	HNCS		X	X	X	X	X	X - CL	X	
Behavioral Loan Program	BHP	X	X	X	X	X	X	X-CL		
Behavioral Conditional Scholarship	BSP	X	X	X	X	X	X	X-SCHL		
Health Conditional Scholarship	HCS		X	X	X	X	X	X - CL	X	
Health Rural Physician Pharmacy and Midwife Scholarship	HRPPMS		X	X	X	X	X	X - CL	X	

Teachers Shortage Conditional Scholarship	TSCS	X	X	X	X	X	X	X-CL	X	X
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**Sample: Entering Repayment Letter and Email – Grant Programs Only
Line Item 3**

DATE

FirstName Last Name

Address

City, State ZIP Code

NOTICE

WASHINGTON STATE FINANCIAL AID REPAYMENT

Dear **FIRSTNAME**:

You are required to repay the following balance of **Program Type** funds you received because you did not complete the **Term School Year** term at **Institution Name**:

Total Balance: \$Balance Due
Minimum Monthly Payment Required: \$Monthly Payment

Our contracted billing agency, **billing service name**, will mail you a paper statement within one month following the date of this notice. **You must make a payment within thirty (30) days of receiving your statement. You must** continue to make monthly payments until the debt is paid in full.

You can make payments to **billing service name** by phone or mail (see contact information below), or online at **billing service website**. Accepted forms of payment include checks, money orders, and debit or credit cards. You may also opt to allow **billing service name** to automatically withdraw monthly payments from your bank account. **Billing service name** provides paper or electronic statements. Please call **billing service name** to choose your preferred statement method.

Please note, this debt must be paid in full before you may be considered for future student financial aid from the State. For disputes concerning this debt, please contact the financial aid office at **Institution Name**. More information and additional resources are available at **www.wsac.wa.gov/repayments**.

Sincerely,

Washington Student Achievement Council
Student Financial Assistance Division
(360) 753-7632
repayment@wsac.wa.gov

Billing service name
Billing service mailing address
Billing service phone
Billing service website

The Legislature created the Washington Student Achievement Council in July 2012 ([RCW 28B.77](#)). By statute, the Council provides strategic planning, oversight, advocacy, and programs to support increased student success, higher levels of educational attainment and targeted workforce needs in Washington. Programs include those that provide state funds as financial aid to eligible students and professionals pursuing college credits, certificates, and degrees. Those who receive aid, do so upon the conditions and requirements set forth by the individual programs that provide funding. Failure to meet the respective program conditions require recipients to repay the funds received back to the state ([RCW 28B.92](#)). Prior to 2012, the Council was known as the Higher Education Coordinating Board. Contractual obligations and program-specific conditions and commitments made to or required by the predecessor agency remain in effect.

cc: WSAC Student File

**Sample: Entering Repayment Letter and Email – ALP Program Only
Line Item 3**

DATE

FirstName Last Name

Address

City, State ZIP Code

Dear **FIRSTNAME**:

NOTICE
**WASHINGTON STATE FINANCIAL AID REPAYMENT
AEROSPACE LOAN PROGRAM**

You are required to repay the following Aerospace Loan.

Total Balance Due: \$Balance Due
Minimum Monthly Payment Required: \$Monthly Payment
Starting %Interest Rate

Our contracted billing agency, **billing service name**, will mail you a paper statement within one month following the date of this notice. **Payments are due on the first of every month. A late fee of up to 5% of your required minimum monthly payment will be charged for all payments made after the 20th of each month.**

You can make payments to **billing service name** by phone or mail (see contact information below), or online at **billing service website**. Accepted forms of payment include checks, money orders, and debit or credit cards. You may also opt to allow **billing service name** to automatically withdraw monthly payments from your bank account. Billing service name provides paper or electronic statements. Please call billing service name to choose your preferred statement method.

For disputes concerning this debt, please contact the financial aid office at **Institution Name**. More information and additional resources are available at www.wsac.wa.gov/repayments.

Sincerely,

Washington Student Achievement Council
Student Financial Assistance Division
(360) 753-7632 repayment@wsac.wa.gov

Billing service name
Billing service address
Billing service phone
Billing service website

The Legislature created the Washington Student Achievement Council in July 2012 ([RCW 28B.77](#)). By statute, the Council provides strategic planning, oversight, advocacy, and programs to support increased student success, higher levels of educational attainment and targeted workforce needs in Washington. Programs include those that provide state funds as financial aid to eligible students and professionals pursuing college credits, certificates, and degrees. Those who receive aid, do so upon the conditions and requirements set forth by the individual programs that provide funding. Failure to meet the respective program conditions require recipients to repay the funds received back to the state ([RCW 28B.92](#)). Prior to 2012, the Council was known as the Higher Education Coordinating Board. Contractual obligations and program-specific conditions and commitments made to or required by the predecessor agency remain in effect.

cc: WSAC Student File

Sample: First Billing Statement Agency Required Inclusion – All Program Types Line Item 4

To receive electronic statements call ***billing service phone***. All grant repayments must be paid in full to be considered for future student financial aid from the State. For more info, visit www.wsac.wa.gov/repayments.

Sample: Phone Call Introduction Talking Points – All Program Types Line Item 5

Refer to 3. Entering Repayment Letter

- 1) Verify debtors complete contact information.
- 2) Offer electronic billing statement and communications.
- 3) Offer ACH payment- explain that automatic payments are efficient and cost effective.
- 4) Provide website information for billing service and WSAC www.wsac.wa.gov/repayments.
- 5) Determine Program Type and:
 - a) Inform debtors that owe grant repayments, account must be paid in full to be considered for additional financial aid.
 - b) Inform debtors who received conditional loan scholarships to notify WSAC at 360.753.7632 or repayment@wsac.wa.gov, if they obtain a qualified job they may be able to stop making payments.
- 6) Answer questions and end conversation unless:
 - a) Debtor states they are unable to make the minimum payments at this time determine program type and follow AGENCY reduced payment guidelines that allow CONTRACTOR to authorize a reduced payment.
 - b) Debtor states they are unable to make any payments at this time CONTRACTOR shall instruct debtors to contact WSAC directly at 360-753-7632 or repayment@wsac.wa.gov. WSAC staff may be able discuss deferment options with you.

**Sample: Payment Due Date Reminder Email – All Programs
Line Item 6**

Subject Line: Payment Due Soon

Hello *first name*,

This is a reminder that you have a minimum payment of \$*payment amount* due on or before *payment due date*. ***This is a repayment of Program Type*** funds you previously received. If you have already made or scheduled your payment, please ignore this notice.

Payments can be made by phone or mail, or online at ***billing service website***. Accepted forms of payment include checks, money orders, and debit or credit cards. You may also opt to allow automatic monthly payments to be withdrawn from your bank account.

If you are unable to make a payment at this time, please contact us immediately to prevent late fees.

Thank you,

***Billing service
Billing service contact info***

**Sample: Phone Call Missed Payment Talking Points – All Programs
Line Item 7, 8 and 9**

Refer to 7. Missed Payment letter

- 1) Explain billing process
- 2) Offer ACH payments
- 3) Answer questions and end conversation unless:
 - a) Debtor states they are unable to make the minimum payments at this time determine program type and follow AGENCY reduced payment guidelines that allow CONTRACTOR to authorize a reduced payment.
 - b) Debtor states they are unable to make any payments at this time CONTRACTOR shall instruct debtors to contact WSAC directly at 360-753-7632 or repayment@wsac.wa.gov. WSAC staff may be able discuss deferment options with you.

**Sample: Missed Payment Letter or Email – All Programs
Line Item 7 and 8**

Subject: Missed Payment

Hello ***first name***,

A minimum payment of \$***minimum payment*** was due on ***missed due date***. Your account is now past due.

Please make a payment immediately by phone or mail, or online at ***billing service website***. Payments can be made by check, money order, and debit or credit card, or we can set up automatic monthly withdrawals from your bank account.

Failure to promptly make a payment may result in additional fees and you may be referred to collections.

If you are unable to make a payment at this time, call the Washington Student Achievement Council immediately at 360-753-7632 to discuss your options.

Thank you,

Billing Service
Billing Service contact info

Sample: Collection Referral (Final Notice) Letter - Grants

Line Item 9

DATE

FirstName Last Name

Address

City, State ZIP Code

FINAL NOTICE: IMMEDIATE ACTION REQUIRED
WASHINGTON STATE FINANCIAL AID REPAYMENT

Attention **FirstName Last Name**:

Total Balance: \$*Balance Due*
Past Due Amount: \$*Past Due Amount*
Immediate Minimum Payment Required: \$*Monthly*

Our records indicate that your account is more than **ninety (90) days past due**. If you do not submit the immediate minimum payment required within **fifteen (15) days** of this notice, we will return your account to the Washington Student Achievement Council. Your defaulted account will then be forwarded to **collection agency name**.

This action will result in additional fees and could affect your credit score rating. Your account may also be referred to the Washington State Attorney General’s office for legal action, which could lead to your being sued for the amount of the debt, interest, late fees, collection costs, and attorney’s fees.

To prevent the above-mentioned actions, you must make a payment immediately. Payments can be made to **billing service** online at **billing service website**, or by calling **billing service phone**.

This debt was incurred at **Institution Name** during the **Term School year** term. If you dispute this debt, contact the financial aid office at **Institution Name**. This debt must be paid in full before you may be considered for future student financial aid from the State. More information and additional resources are available at **www.wsac.wa.gov/repayments**.

Sincerely,

Washington Student Achievement Council
Student Financial Assistance
(360) 753-7632
repayment@wsac.wa.gov

Billing service name
Billing service address
Billing service phone
Billing service website

The Legislature created the Washington Student Achievement Council in July 2012 ([RCW 28B.77](#)). By statute, the Council provides strategic planning, oversight, advocacy, and programs to support increased student success, higher levels of educational attainment and targeted workforce needs in Washington. Programs include those that provide state funds as financial aid to eligible students and professionals pursuing college credits, certificates, and degrees. Those who receive aid, do so upon the conditions and requirements set forth by the individual programs that provide funding. Failure to meet the respective program conditions require recipients to repay the funds received back to the state ([RCW 28B.92](#)). Prior to 2012, the Council was known as the Higher Education Coordinating Board. Contractual obligations and program-specific conditions and commitments made to or required by the predecessor agency remain in effect.

cc: WSAC Student File

**Sample: Collection Referral (Final Notice) Letter – Loan and Conditional Loans
Line Item 9**

DATE

FirstName Last Name

Address

City, State ZIP Code

**FINAL NOTICE: IMMEDIATE ACTION REQUIRED
WASHINGTON STATE FINANCIAL AID REPAYMENT**

Attention **FirstName Last Name**:

Total Balance: \$Balance Due
Past Due Amount: \$Past Due Amount
Immediate Minimum Payment Required: \$Monthly

Our records indicate that your account is more than **ninety (90) days past due**. If you do not submit the immediate minimum payment required within **fifteen (15) days** of this notice, we will return your account to the Washington Student Achievement Council. Your defaulted account will then be forwarded to **collection agency name**.

This action will result in additional fees and could affect your credit score rating. If your account moves to collection status, you lose all rights to deferments and appeals. Your account may also be referred to the Washington State Attorney General's office for legal action, which could lead to your being sued for the amount of the debt, interest, late fees, collection costs, and attorney's fees.

To prevent the above-mentioned actions, you must make a payment immediately. Payments can be made to **billing service** online at **billing service website**, or by calling **billing service phone**.

Sincerely,

Washington Student Achievement Council Student Financial Assistance

(360) 753-7632

repayment@wsac.wa.gov

WSAC Student File

Billing service name
Billing service address
Billing service phone
Billing service website

The Legislature created the Washington Student Achievement Council in July 2012 ([RCW 28B.77](#)). By statute, the Council provides strategic planning, oversight, advocacy, and programs to support increased student success, higher levels of educational attainment and targeted workforce needs in Washington. Programs include those that provide state funds as financial aid to eligible students and professionals pursuing college credits, certificates, and degrees. Those who receive aid, do so upon the conditions and requirements set forth by the individual programs that provide funding. Failure to meet the respective program conditions require recipients to repay the funds received back to the state ([RCW 28B.92](#)). Prior to 2012, the Council was known as the Higher Education Coordinating Board. Contractual obligations and program-specific conditions and commitments made to or required by the predecessor agency remain in effect.

cc: WSAC Student File

**Sample: Phone Call Final Missed Payment Talking Points – All Programs
Line Item 10**

Refer to 9. Collection Referral (Final Notice) Letter

- 1) Offer ACH payment
- 2) Explain account will be transferred to collection company if payment is not made today
- 3) Provide collection company information if payment is not made
- 4) Answer questions

**Sample: Paid In Full – Grant Programs Only
Line Item 12**

DATE

FirstName Last Name

Address

City, State ZIP Code

Dear **FIRSTNAME**:

PAID IN FULL NOTICE WASHINGTON STATE FINANCIAL AID

REPAYMENT

Please be advised, as of **Last Payment Date**, the debt owed for the **Program type(s)** funds you received while enrolled at **Institution Name** during the **Term School Year** term is paid in full. A summary of your paid account is as follows:

<p>Original Debt: \$Balance Due Last Payment Received: \$Last Payment Amount Current Balance: \$0.00</p>

The Washington Student Achievement Council will notify **Institution Name** that your debt has been resolved. If you owe repayments for additional programs you will need to continue payments on those debts.

If you have any questions concerning your former receivable account, please contact our office at 360-753-7632, or visit www.wsac.wa.gov/repayments.

To learn more about financial aid opportunities and resources, please make sure to visit www.opportunitypathways.wa.gov.

Sincerely,

Washington Student Achievement Council

Student Financial Assistance

repayment@wsac.wa.gov

cc: Student File
Institution Name



EXHIBIT H – BIDDER’S REPORT

CONTRACTOR shall provide the following reports with these AGENCY approved parameters	Ability for AGENCY to select date range	Original Program Type	First & Last Name of Debtor	Account Number	Referral Date	Amount Referred	Amount Collected	Remaining Balance	Debtor Contact Info: current name, physical, mail, & email addresses & phone #	Debtor Contact Info change source: returned mail, institution, debtor, skip tracing, other	Payments must be separated by principal, interest & fees	Explanation for Action (memo)	Financial adjustments, not payments (write-off, reduction in principle etc. - memo)	Billing Statements that are suspended	Account Status Cancelled	Account Status Active	Account Status Settled	Account Status Deferred	Account Status temporary payment plan	Account Status paid in full	Date of last payment	Final payment deadline date before account is transferred to collections	Final payment due date for last payment before the account is paid in full	Debtors with duplicated program types (at least two of the same program type)	Name of AGENCY staff making adjustment	
A. General Reports																										
1) New Accounts Received Report	X	X	X	X	X	X			X							X										
2) Billing Detail Report	X	X	X	X			X	X			X		X			X					X					
3) Client Inventory Report	X	X	X	X	X	X		X							X	X	X	X	X	X						
4) Annual Operating Report	X	X					X	X			X				X		X									
5) Updated Contact Information Report	X	X	X	X					X	X						X										
6) Accounts Cancelled Report	X	X	X	X	X							X	X		X						X					
B. Accounting and Reconciling Reports																										
1) Account Activity Report	X	X	X	X									X			X					X					X
2) Deposit Detail Report	X	X	X	X			X				X					X										
3) Reconciliation Report	X	X	X	X	X	X	X	X	X	X	X	X	X			X										
5) Credit Balance Report	X	X	X	X				X												X	X					
6) Future Payment Report	X	X	X	X		X	X	X			X		X													
7) 1098-E Report	X	X	X	X											X	X	X	X	X	X						
8) Daily Deposit Report	X	X	X	X			X				X				X	X	X	X	X	X						
9) Account Adjustment Report	X	X	X	X				X				X	X		X	X	X	X	X	X						X
C. Inventory of Accounts and Delinquency Reports																										
1) Aging Report	X	X						X								X		X	X		X					
2) Reduced Payment Report	X	X	X	X															X		X					X
3) Cancelled Statement Report	X	X	X	X										X	X											X
4) Deferment Report	X	X	X	X								X						X								X
5) Paid in Full Report	X	X	X	X																X	X					
6) Accounts Scheduled for return to AGENCY for Collections Report	X	X	X	X	X	X	X	X		X						X					X	X				
7) Duplicate Account Report	X	X	X	X	X	X										X					X			X		
8) Final Payment Due this Month Report	X	X	X	X	X	X		X								X										X



AGENCY NON-DISCLOSURE AGREEMENT

BETWEEN

WASHINGTON STUDENT ACHIEVEMENT COUNCIL

AND

[AGENCY/FIRM]

NDAXXXXXX

PARTIES

This Non-Disclosure Agreement (hereinafter referred to as the “Agreement” is entered into by and between the State of Washington acting by and through the Washington Student Achievement Council, a Washington State governmental agency (“WSAC”) and [redacted] (“Agency/Firm”).

CONFIDENTIAL INFORMATION

[redacted] agrees not to disclose, distribute, copy, clone, or modify any confidential information related to the [redacted] and agrees not to use any such information without obtaining prior consent from WSAC, except the information may be used solely for the purposes of work under [redacted]; [redacted].

TERM

The term of this agreement is and is dated and effective as of [redacted], 202_, or date of execution, whichever is later, and ending [redacted], 202_.

COLLECTIVELY

[redacted] has been informed and understands that all information related to this Agreement and work being completed for the [redacted] is confidential and may not be disclosed to unauthorized persons. [redacted] agrees not to divulge, disclose distribute, transfer, sell, or otherwise make known to unauthorized persons any information contained in this program.

[redacted] understands that data provided by WSAC is not to be used with other data or data sets as a way to determine the identity of an individual or individuals.

[redacted] understands that they are not to access or use this information for their own gain personally or professionally.

[redacted] agrees to abide by all federal and state laws and regulations regarding confidentiality and disclosure of the information related to this Agreement.



ELECTRONIC SIGNATURES.

An electronic signature or electronic record of this agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this agreement or such other ancillary agreement for all purposes.

WASHINGTON STUDENT ACHIEVEMENT COUNCIL	FIRM NAME.
Signature	Signature
Name	Name
Title	Title
Date	Date
	Email

DRAFT



PARTNERSHIP PROPOSAL

PREPARED FOR



**WASHINGTON STUDENT
ACHIEVEMENT COUNCIL**
EDUCATION · OPPORTUNITY · RESULTS



COMPETITIVE SOLICITATION

25RQ500

DATE: MAY 14, 2025

May 12, 2025

Mark Vessey
Procurement Coordinator
Washington Student Achievement Council
917 Lakeridge Way SW
Olympia, WA 98502



Dear Mr. Vessey,

University Accounting Service, LLC (UAS), a Transworld Systems Inc. (TSI) subsidiary, appreciates the opportunity to submit the following proposal in response to the Competitive Solicitation No. 25RQ500 – Billing Services for Financial Aid Receivables for Washington Student Achievement Council (WSAC). We are excited to strengthen our relationship with WASC and present our core loan servicing platform benefits and capabilities.

Founded in 1969, UAS has become an industry leader in student loan servicing, serving more than 500,000 institutional, government, and private-lender loans for more than 500 lenders. UAS is confident we can provide the scalability and capacity to fully service WSAC's accounts by applying the highest standards of technology, security, compliance, and most importantly, superior customer service.

Our technology and service offerings are second to none in the industry. We offer a broad set of programs supporting education billing services, including tuition payment plan management, loan billing, due diligence, collection support, accounting, lockbox processing, reporting, electronic services, and an interactive online system for a variety of plan specifications. Our experience encompasses all types of loan programs and delinquent receivables, including:

- Health Professions Student Loans (HPSL)
- State-based student loan programs
- Loans to Disadvantaged Students (LDS)
- Miscellaneous receivables (delinquent and non-delinquent)
- National Defense/Direct Student Loans (NDSL)
- Nurse Faculty Loan Program (NFLP)
- Nursing Student Loans (NSL)
- Primary Care Loans (PCL)
- Private institutional programs
- State-mandated loan and forgiveness programs
- Refinance loan programs
- Student tuition

To meet WSAC's immediate needs, UAS offers the highest-performing, lowest-risk option to replace your current platform of services. Our best-in-class, proprietary technology, UAS

Connect, was developed to meet our clients' critical functionality and usability needs, including a:

- Fully integrated, easy-to-navigate system for your staff and student borrowers
- Web-based platform that delivers an outstanding borrower experience, first-call problem resolution, and critical information at the user's fingertips
- Delinquency management tool that includes scheduling, follow-up letters, and tracking
- Flexible, on-demand reporting system that generates a wide variety of reports

We offer several value-added options, such as optional due diligence services, including grace period telephone calls and our Cohort Account Management program.

Overall, UAS is committed to a complete focus on continual growth in creating loan serving programs for federal loans. Throughout our history, **UAS has built a reputation based on providing world-class service to our clients in higher education. This has been, and always will be, UAS' top priority.** To complement this commitment, we have developed the most state-of-the-art technology available for student loan processing. Our plan is to continue to develop and offer integrated solutions that provide our clients with a single source for all their student loan servicing needs.

We have read all proposal requirements and have made every effort to provide a response that is clear and concise, certifying the accuracy of all information supplied. We have also carefully read all of the attachments provided with the RFP and can confirm that we understand all terms and conditions of the RFP, that we can comply, and that we accept them as presented with no caveats or concerns.

We appreciate the opportunity to explore a long-lasting partnership with you. UAS is committed to helping you achieve your goals in a secure, effective, efficient, and professional manner. Please feel free to contact me with any questions.

BEGIN CONFIDENTIAL INFORMATION Sincerely,



Patty Peterson

Executive Vice President, Operations, UAS (a TSI company)

500 Virginia Drive, Suite 514, Fort Washington, PA 19034

317-403-0834 / patty.peterson@tsico.com **END CONFIDENTIAL INFORMATION**

Required Bid Submittals

6.1 Washington's Public Records Act – Public Records Disclosure Requests

- All documents (written and electronic) submitted to WSAC as part of this procurement are public records. Unless statutorily exempt from disclosure, such records are subject to disclosure if requested. See [Chapter 42.56 RCW](#), Public Records Act. WSAC strongly discourages Bidders from unnecessarily submitting sensitive information (e.g., information that Bidder might categorize as 'confidential,' 'proprietary,' 'sensitive,' 'trade secret,' etc.).
 - If, in Bidder's judgment, Washington's Public Records Act provides an applicable statutory exemption from disclosure for certain portions of Bidder's bid, please mark the precise portion(s) of the relevant page(s) of the bid that Bidder believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure.
 - In addition, if, in Bidder's judgment, certain portions of Bidder's bid are not statutorily exempt from disclosure but are sensitive because these particular portions of Bidder's bid (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that Bidder protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, please mark the precise portion(s) of the relevant page(s) of Bidder's bid that include such sensitive information.
- In the event that WSAC receives a public records disclosure request pertaining to information that Bidder has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, WSAC, prior to disclosure, will do the following:
 - WSAC's Public Records Officer will review any records marked by Bidder as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, WSAC will redact or withhold the document(s) as appropriate.
 - For documents marked 'sensitive' or for documents where WSAC either determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, WSAC will notify Bidder, at the address provided in the bid submittal, of the public records disclosure request and identify the date that WSAC intends to release the document(s) (including documents marked 'sensitive' or exempt from disclosure) to the requester unless the Bidder, at Bidder's sole expense, timely obtains a court order enjoining WSAC from such disclosure. In the event Bidder fails to timely file a motion for a court order enjoining such disclosure, WSAC will release the requested document(s) on the date specified. Bidder's failure properly to identify exempted or sensitive information and timely respond after notice of request for public

WASHINGTON STUDENT ACHIEVEMENT COUNCIL
COMPETITIVE SOLICITATION 25RQ500 | BILLING SERVICES FOR FINANCIAL AID RECEIVABLES

disclosure has been given shall be deemed a waiver by Bidder of any claim that such materials are exempt or protected from disclosure.

- To submit a public records request. Send an email message to the Public Records Officer at the following email address: PublicRecordsOfficer@wsac.wa.gov. The email message must contain "Public Records Request" in the subject line.

UAS has marked the following sections of our response as Confidential or Confidential & Proprietary per RCW 42.56.270 Financial, commercial, and proprietary information per (7) Financial and valuable trade information under RCW 51.36.120.

Document	Section/Requirement	Page
UAS Response to WSAC Competitive Solicitation 25RQ500 - Final	Cover Letter Signature Block	Page 3
UAS Response to WSAC Competitive Solicitation 25RQ500 - Final	Item B: Bidder's Address	Page 8
UAS Response to WSAC Competitive Solicitation 25RQ500 - Final	Item I: Bidder Contact for Bid Clarification	Page 10
UAS Response to WSAC Competitive Solicitation 25RQ500 - Final	Bidders must provide the information identified in the table below which will be used by Enterprise Services if Bidder is awarded a Contract:	Pages 10-11
UAS Response to WSAC Competitive Solicitation 25RQ500 - Final	25. References	Page 19
UAS Response to WSAC Competitive Solicitation 25RQ500 - Final	Signature block	Page 20
Exhibit B-1 – Performance Requirements & Non-Cost Factors	1. Bidder must demonstrate prior experience supplying management of, performance of, administration of financial billing services and existing IT platform.	Page 3

WASHINGTON STUDENT ACHIEVEMENT COUNCIL
COMPETITIVE SOLICITATION 25RQ500 | BILLING SERVICES FOR FINANCIAL AID RECEIVABLES

<p>Exhibit B-1 – Performance Requirements & Non-Cost Factors</p>	<p>2. Bidder must have sufficient capacity (i.e., personnel and equipment) to perform the contract. Provide information about the firm, and information about the relevant qualifications of staff who will be assigned to the contract, if awarded. Please include: training, certifications, experience, years in industry, key clients, assignments/projects, tenure with Bidder’s firm, employment status (i.e. employee or contractor) and any related work experience with state or local governmental entities or privately held companies.</p>	<p>Pages 5-6</p>
<p>Exhibit B-1 – Performance Requirements & Non-Cost Factors</p>	<p>6. Bidder must provide a transition and start-up schedule of dates and specific work that would need to be completed to transition services as described in the solicitation from the incumbent to the apparent successful bidder, and to start-up these services.</p>	<p>Pages 11-13</p>
<p>Exhibit B-1 – Performance Requirements & Non-Cost Factors</p>	<p>7. Bidder may demonstrate some knowledge with their financial aid billing service process, tools, and methodologies.</p>	<p>Pages 14-15</p>

Exhibit A – Bidder’s Certification



EXHIBIT A – BIDDER’S CERTIFICATION

COMPETITIVE SOLICITATION:	No. 25RQ500 – Billing Services for Financial Aid Receivables
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Bidder, through the duly authorized undersigned, makes this certification as a required element of submitting a responsive bid. Bidder certifies, to the best of its knowledge and belief that the following Bidder information and Bidder certifications (collectively, “Bidder’s Certification”) are true, complete, correct, and made in good faith:

BIDDER INFORMATION

Bidders must provide Bidder information for Items A – I below.

ITEM A	<p><u>University Accounting Service, LLC (UAS)</u> Type/print Bidder’s full legal name.</p> <p><i>Note:</i></p> <ul style="list-style-type: none"> ▪ If Bidder is a sole proprietor (<i>see Item C, below</i>), Bidder’s legal name is the name of the individual person who is doing business as a sole proprietor – e.g., Lynn A. Smith, a sole proprietor. ▪ If Bidder is an Entity/Organization (<i>see Item C, below</i>), Bidder’s name must match Bidder’s Entity/Organization name as filed in the state where the entity is formed and with the Washington Secretary of State – e.g., Innovative Supply, LLC, a Washington limited liability company.
ITEM B	<p><u>500 Virginia Drive, Suite 514, Fort Washington, PA 19034 – ENTIRE RESPONSE</u> <u>CONFIDENTIAL</u> Type/print the address for Bidder’s principal office/place of business.</p> <p><i>Note:</i> Bidder’s principal office or principal place of business is the Bidder’s headquarters where business decisions are made and the location for the Bidder’s books and records as well as the Bidder’s senior management personnel.</p> <ul style="list-style-type: none"> ▪ If Bidder is a sole proprietor (<i>see Item C, below</i>), Bidder’s address for its principal office/place of business typically will be the same address stated by Bidder on its U.S. Internal Revenue Service tax return. ▪ If Bidder is an Entity/Organization (<i>see Item C, below</i>), Bidder’s address for its principal office/place of business must match Bidder’s address for its principal office/place of business as filed in the state where the entity is formed and as filed with the Washington Secretary of State.

ITEM C	Corporation:	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
Bidder's Business Entity / Organization Type: Check appropriate box	Limited Liability Company (LLC):	<input type="checkbox"/> Domestic	<input checked="" type="checkbox"/> Foreign
	Limited Liability Partnership (LLP):	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Sole Proprietorship*:	<input type="checkbox"/>	
	General Partnership:	<input type="checkbox"/>	
	<p>*If you are a Bidder who operates a business on your own, you automatically are a sole proprietor unless you have formed a separate business entity (e.g., corporation, LLC, LLP) and lawfully registered the same. A sole proprietorship is an unincorporated business owned and run by one individual or married couple alone with no distinction between the business and the owner. It is not a separate legal entity. It simply refers to a person who owns the business and is personally responsible for its debts and who pays personal income taxes on profits earned from the business.</p> <p>If Bidder is a corporation, LLC, or LLP, Bidder must check the applicable box for the entity – i.e., 'domestic' or 'foreign.' An entity is a domestic entity if it was organized under Washington law. If the entity was organized elsewhere, it is a foreign entity. The entity's organizational documents and filings with the Washington Secretary of State will state whether the entity is domestic or foreign.</p>		
ITEM D	<p>Wisconsin _____</p> <p>Type/print the state where Bidder's entity (e.g., corporation, LLC, LLP) is formed.</p> <ul style="list-style-type: none"> ▪ If Bidder is a sole proprietorship (<i>see Item C, above</i>), type/print 'N/A.' ▪ If Bidder is an entity (<i>see Item C, above</i>), type/print 'Washington' if the corporation, LC, or LLP is domestic or the name of the applicable state if foreign (i.e., a state other than Washington). 		
ITEM E	<p>State whether Bidder has been doing business under another name during the five-year time period prior to the posting date of this Competitive Solicitation: Check applicable box.</p> <p><input checked="" type="checkbox"/> Bidder has NOT done business under another name <input type="checkbox"/> Bidder HAS done business under another name*</p> <p>*If Bidder HAS done business under another name, provide the business name(s) and address(es):</p> <p>Business Name: _____</p> <p>Address: _____</p>		

ITEM F	<p>Does Bidder have a Registration Number/Unified Business Identifier (“UBI”) Number issued by the State of Washington*?</p> <p>*UBI Numbers are issued by either the Washington Secretary of State (for out of state businesses) or the Washington State Department of Revenue (for Washington businesses) Check applicable box.</p> <p style="text-align: center;">Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p><i>If yes, provide Bidder’s nine-digit UBI Number: ___ ___ ___</i></p> <p><i>If no, state whether Bidder promptly will obtain a UBI Number if Bidder is designated as an Apparent Successful Bidder:</i></p> <p style="text-align: center;">Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p><i>Note: To be eligible for a Contract award, Bidders must have a UBI Number.</i></p>
ITEM G	<p><u>39-1992489</u></p> <p>Type/print Bidder’s Taxpayer Identification Number* (“TIN”). *Bidder’s TIN will be either a number issued by the U.S. Internal Revenue Service (e.g., Employer Identification Number, Federal Tax Identification Number) or a number issued by the U.S. Social Security Administration (i.e., Bidder’s Social Security Number (“SSN”). If Bidder’s TIN is a SSN, do NOT provide the SSN; simply state ‘TIN is Bidder’s SSN.’</p>
ITEM H	<p>Is Bidder registered in Washington’s Electronic Business Solution (WEBS)? Check applicable box.</p> <p style="text-align: center;">Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p><i>If yes, Bidder must ensure that Bidder’s WEBS information is correct prior to submitting a Bid.</i></p> <p><i>If no, state whether Bidder will register in WEBS if designated as an Apparent Successful Bidder:</i></p> <p style="text-align: center;">Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p><i>Note: To be eligible for a Contract award, Bidders must register in WEBS prior to Contract Award.</i></p>
ITEM I	<p>For purposes of bid clarification, if applicable, Bidder designates the following as Bidder’s authorized representative:</p> <p>Type/print contact information for Bidder’s authorized representative.</p> <p>Name: <u>Patty Peterson</u></p> <p>Email: <u>patty.peterson@tsico.com</u></p> <p>Phone: <u>317-403-0834 – ENTIRE RESPONSE CONFIDENTIAL</u></p>

Bidders must provide the information identified in the table below which will be used by Enterprise Services if Bidder is awarded a Contract:

RESPONSE TO ENTIRE TABLE CONFIDENTIAL

BIDDER'S	INFORMATION TO BE PROVIDED BY BIDDER
Designated Contract Administrator:	Name: <u>Chastidy Mersmann</u> Email: <u>Chastidy.Mersmann@tsico.com</u> Phone: <u>585-749-6074</u>
Personnel for Contract Sales Reporting:	Contract Sales Reporting Representative: Name: <u>Chastidy Mersmann</u> Email: <u>Chastidy.Mersmann@tsico.com</u> Phone: <u>585-749-6074</u> Alternate Contract Sales Reporting Representative: Name: <u>Genny Johnson</u> Email: <u>Genny.Johnson@tsico.com</u> Phone: <u>765-716-0790</u>
Personnel for Vendor Management Fee Matters:	Contract Vendor Management Fee ("VMF") Representative: Name: <u>Chastidy Mersmann</u> Email: <u>Chastidy.Mersmann@tsico.com</u> Phone: <u>585-749-6074</u> Alternate VMF Representative: Name: <u>Genny Johnson</u> Email: <u>Genny.Johnson@tsico.com</u> Phone: <u>765-716-0790</u>
Contact Information for Enterprise Services to send VMF invoices:	Bidder name: <u>University Accounting Service, LLC</u> Attn: <u>Chastidy Mersmann</u> Address: <u>PO Box 5516</u> City/State/Zip: <u>Carol Stream, IL 60197-5516</u> Email: <u>Chastidy.Mersmann@tsico.com</u>
Contact Information for legal notices:	Bidder name: <u>University Accounting Service, LLC</u> Attn: <u>Chastidy Mersmann</u> Address: <u>500 Virginia Drive, Suite 514</u> City/State/Zip: <u>Fort Washington, PA 19034</u> Email: <u>Chastidy.Mersmann@tsico.com</u>
Contract Signature Authority:	If Bidder is awarded a Contract, the following individual will sign the Contract on behalf of Bidder: Name: <u>Patty Peterson</u> Title: <u>Executive Vice President, Operations</u>

BIDDER CERTIFICATIONS

- 1. UNDERSTANDING.** Bidder certifies that Bidder has read, thoroughly examined, and fully understands all of the provisions in the above-referenced Competitive Solicitation (including all exhibits) and the terms and conditions of the Contract and any amendments or clarifications to the above-referenced

Competitive Solicitation and agrees to abide by the same. Bidder further certifies that, in the event that Bidder has any questions or concerns regarding the Competitive Solicitation (including all exhibits and any referenced materials), Bidder timely shall raise such questions and/or concerns during the Question & Answer Period specified in the Competitive Solicitation.

2. **ACCURACY.** Bidder certifies that Bidder has carefully prepared and reviewed its bid and fully supports the accuracy of the same. Bidder further understands and acknowledges that Enterprise Services shall not be responsible for any errors or omission on the part of Bidder in preparing its bid. Bidder further certifies that the facts declared here are true and accurate. Bidder further understands and acknowledges that the continuing compliance with these statements and all requirements of the above-referenced Competitive Solicitation are conditions precedent to the award or continuation of the resulting Contract.
3. **NO COLLUSION, ANTI-COMPETITIVE PRACTICES, OR SHARING BID INFORMATION.** Bidder certifies that Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above-referenced Competitive Solicitation. Bidder further certifies that Bidder's bid prices have been arrived at independently, without engaging in collusion, bid rigging, or any other illegal activity, and without for the purpose of restricting competition any consultation, communication, or agreement with any other bidder or competitor relating to (a) those prices, (b) the intention to submit a bid, or (c) the methods or factors used to calculate the prices offered. Bidder further certifies that Bidder has not been and shall not knowingly disclose its bid prices, directly or indirectly, to any other bidder or competitor before award of a Contract, unless otherwise required by law. Bidder further certifies that Bidder has made no attempt and shall not make any attempt to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition. Bidder, however, freely may join with other persons or organizations for the purpose of presenting a joint bid. Whether done directly or indirectly, communicating bid information with other bidders, collusion, or anti-competitive actions among bidders are prohibited. If there is evidence of such communication, collusion, or anti-competitive activities among bidders, Enterprise Services reserves the right to disqualify such bidders.
4. **FIRM OFFER.** Bidder certifies that its bid pertaining to the above-referenced Competitive Solicitation is a firm offer which cannot be withdrawn for a time period of **ninety (90)** days from and after the bid due date specified in the above-referenced Competitive Solicitation. Enterprise Services may accept such bid, with or without further negotiation, at any time within such period. In the event of a protest, Bidder's bid shall remain valid for such time period or until the protest and any related court action is resolved, whichever is later.
5. **CONFLICT OF INTEREST.** Bidder certifies that, in preparing its bid, Bidder has not been assisted by any current or former employee of the State of Washington whose duties relate (or did relate) to the above-referenced Competitive Solicitation or prospective Contract and who was assisting in other than the employee's official, public capacity. Bidder further certifies that no such current or former public employee nor any member of such person's immediate family have any financial interest in the outcome of Bidder's bid.
6. **NO REIMBURSEMENT.** Bidder certifies that Bidder understands that the State of Washington will not reimburse Bidder for any costs incurred in the preparation of Bidder's bid. All bids become the property of the State of Washington, and Bidder claims no proprietary right to the ideas, writings, items, or samples unless so stated in the bid.

7. **PERFORMANCE.** Bidder certifies that Bidder understands that its submittal of a bid and execution of this Bidder’s Certification certifies Bidder’s willingness to comply with the Contract, if awarded such. By submitting this bid, Bidder hereby offers to furnish the goods and/or services solicited pursuant to the above-referenced Competitive Solicitation in compliance with all terms, conditions, and performance requirements contained in the above-referenced Competitive Solicitation and the resulting Contract or, if applicable, as detailed on a Contract Issues List, if permitted, in the above-referenced Competitive Solicitation.
8. **INSURANCE.** Enterprise Services requires all awarded Bidders to have certain required insurance coverages. Bidders who do not have insurance coverages as specified in the Contract included with the Competitive Solicitation shall not be awarded a Contract. Accordingly, Bidder certifies as follows (*must check one*):

BIDDER HAS THE REQUIRED INSURANCE. Bidder has attached a current, valid Certificate of Insurance for each and all of the required insurance coverages as specified in the Contract included with the Competitive Solicitation (*Note: Bidder must attach the Insurance Certificate*).

OR

BIDDER WILL OBTAIN THE REQUIRED INSURANCE. Bidder does not have a current, valid Certificate of Insurance for each and all of the required insurance coverages as specified in the Contract included with the Competitive Solicitation but, if Bidder is designated as an Apparent Successful Bidder, Bidder shall provide such a Certificate of Insurance for each and all of the required insurance coverages as specified in the Contract included with the Competitive Solicitation, without exception of any kind, to Enterprise Services within five (5) business days of such designation or notification by Enterprise Services. Bidder further certifies that Bidder understands that, if for any reason, Bidder does not timely provide such Certificate of Insurance to Enterprise Services, Bidder shall be disqualified from Contract award.

Note: The Contract requires that any awarded Contractor, unless exempt, must have the specified Workers’ Compensation Insurance and Employer’s Liability Insurance. Pursuant to Washington law, certain entities are not required to have Workers’ Compensation Insurance (e.g., entities with no employees). If, under Washington law, Bidder is not required to have Workers’ Compensation Insurance, Bidder must check the box below and provide the lawful basis as to why Bidder is not required to have Workers’ Compensation Insurance:

BIDDER IS NOT REQUIRED TO HAVE WORKERS’ COMPENSATION INSURANCE. Pursuant to Washington law, Bidder is not required to have Workers’ Compensation Insurance because:

Bidder must state a lawful basis as to why Bidder is NOT required to have Workers’ Compensation Insurance.

9. **DEBARMENT.** Except as detailed in the attached explanation (*Bidder to provide and, in such case, check the box below*), Bidder certifies that neither Bidder nor its principals presently are nor ever have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with any federal, state, or local governmental entity within the United States.

BIDDER EXPLANATION. Bidder has attached an explanation.
Check box if applicable.

10. **LEGAL MATTERS.** Except as detailed in the attached explanation (*Bidder to provide and, in such case, check the box below*), Bidder certifies that Bidder has not, within the three (3) year period preceding the date of the above-referenced Competitive Solicitation, been convicted of, had a judgment rendered against, or settled (with or without an admission of guilt or liability) any criminal or civil matter, including without limitation any administrative investigation, enforcement action, or other proceeding or dispute with a government authority, involving allegations that Bidder, its affiliates, employees, or related parties have committed fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violated any federal or state antitrust statute; or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, or any crime or tort involving similarly dishonest conduct. Bidder further certifies that Bidder is not: (i) presently indicted or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in this paragraph; or (ii) presently defending against affirmative or defensive claims by any private litigant involving allegations of the offenses enumerated in this paragraph.

BIDDER EXPLANATION. Bidder has attached an explanation.
Check box if applicable.

11. **CIVIL RIGHTS.** Bidder certifies that Bidder complies with all applicable legal requirements prohibiting discrimination against individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or their status as protected veterans or as individuals with disabilities.

12. **WASHINGTON STATE WAGE THEFT PREVENTION.** Except as detailed in the attached explanation (*Bidder to provide and, in such case, check the box below*), Bidder certifies that Bidder has NOT been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), any provision of [RCW 49.46](#), [49.48](#), or [49.52](#) within the three (3) year period preceding the date of the above-referenced Competitive Solicitation.

BIDDER EXPLANATION. Bidder has attached an explanation.
Check box if applicable.

13. **WASHINGTON STATE STATUTORY NONDISCRIMINATION CLAUSES FOR STATE CONTRACTS.** Except as detailed in the attached explanation (*Bidder to provide and, in such case, check the box below*), Bidder certifies that, if, pursuant to the above-referenced Competitive Solicitation, Bidder is awarded a Contract, Bidder, including any subcontractor, during the term of such Contract, shall not discriminate on the bases enumerated in [RCW 49.60.530\(3\)](#). Bidder further certifies that Bidder, including any subcontractor, also shall give written notice of this nondiscrimination requirement to any labor organizations with which Bidder, or subcontractor, has a collective bargaining or other agreement. In addition, Bidder, including any subcontractor, shall cooperate with any Washington state agency investigation regarding any allegation that Bidder, including any subcontractor, engaged in prohibited discrimination set forth in [RCW 49.60.530\(3\)](#).

BIDDER EXPLANATION. Bidder has attached an explanation.
Check box if applicable.

14. **WASHINGTON STATE WORKERS' RIGHTS.** Washington State's Office of the Governor requires Enterprise Services to seek to contract with qualified entities and business owners who can demonstrate or will certify that their employees are not required to sign, as a condition of employment, mandatory individual arbitration clauses and class or collective action waivers. See [EXECUTIVE ORDER 18-03 – Supporting Workers' Rights To Effectively Address Workplace Violations](#). Accordingly, except as

detailed in the attached explanation (*Bidder to provide and, in such case, check the box below*), Bidder certifies that Bidder does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

- BIDDER EXPLANATION.** Bidder has attached an explanation.
Check box if applicable.

15. **WASHINGTON STATE PAY EQUALITY FOR ‘SIMILARLY EMPLOYED’ INDIVIDUALS.** The Washington State Legislature requires Enterprise Services to contract with Bidders who satisfy a ‘pay equality’ contractual provision. See [Laws of 2023, ch. 475](#), § 919. Accordingly, Bidder certifies that Bidder’s ‘similarly employed’ individuals are compensated as equals. For purposes of this certification, employees are ‘similarly employed’ if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Bidder may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but is not limited to, education, training, or experience that is consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

16. **CONTRACT TERMINATION FOR DEFAULT OR CAUSE.** Except as detailed in the attached explanation (*Bidder to provide and, in such case, check the box below*), Bidder certifies that Bidder has not, within the three (3) year period preceding the date of the above-referenced Competitive Solicitation, had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

- BIDDER EXPLANATION.** Bidder has attached an explanation.
Check box if applicable.

17. **TAXES.** Except as detailed in the attached explanation (*Bidder to provide and, in such case, check the box below*), Bidder certifies that, except as validly contested, Bidder is not delinquent and has paid or has arranged for payment of all taxes due to the State of Washington and has filed all required returns and reports as applicable.

- BIDDER EXPLANATION.** Bidder has attached an explanation.
Check box if applicable.

18. **FINANCIALLY SOLVENT.** Except as detailed in the attached explanation (*Bidder to provide and, in such case, check the box below*), Bidder certifies that Bidder is financially stable and solvent, has adequate cash reserves to meet all financial obligations, has not commenced bankruptcy proceedings voluntarily or otherwise, and is not subject to any judgments, liens, or encumbrances of any kind affecting title to any Goods and/or Services that are the subject of the above-referenced Competitive Solicitation.

- BIDDER EXPLANATION.** Bidder has attached an explanation.
Check box if applicable.

19. **LAWFUL REGISTRATION.** Bidder certifies as follows (*must check one*):

- CURRENT LAWFUL REGISTRATION.** Bidder is registered and in good standing in the jurisdiction (state) where Bidder is organized, including having timely filed all required annual reports.

OR

- BIDDER IS A SOLE PROPRIETOR OR GENERAL PARTNERSHIP.* Bidder, as indicated below (*Bidder must check applicable box*) is a sole proprietor or general partnership and therefore not required to register in the state where Bidder’s principal place of business is located:
 - SOLE PROPRIETOR.* Bidder is a sole proprietor.
 - GENERAL PARTNERSHIP.* Bidder is a general partnership.

20. **REGISTRATION WITH THE WASHINGTON SECRETARY OF STATE.** Except for sole proprietors and general partnerships which are exempt from registration, Enterprise Services requires all awarded Bidders (including Washington firms and out of state firms) to be registered with the Washington Secretary of State. Bidders other than sole proprietors or general partnerships who are not registered with the Washington Secretary of State shall not be awarded a Contract. Accordingly, Bidder certifies as follows (*must check one*):

- BIDDER IS REGISTERED WITH THE WASHINGTON SECRETARY OF STATE.* Bidder is registered with the Washington Secretary of State, is in good standing, and has the following Unified Business Identifier (UBI) number: ____ _ . Bidder must provide its nine-digit UBI number.

OR

- BIDDER WILL REGISTER WITH THE WASHINGTON SECRETARY OF STATE.* Bidder currently is not registered with the Washington Secretary of State but, if designated as an Apparent Successful Bidder, Bidder shall register with the Washington Secretary of State to obtain a UBI number and provide proof of such registration satisfactory to Enterprise Services within five (5) business days of such designation or notification by Enterprise Services. Bidder further certifies that Bidder understands that, if for any reason, Bidder is not timely registered with the Washington Secretary of State and has not timely provided a valid UBI number for Bidder to Enterprise Services, Bidder shall be disqualified from Contract award.

OR

- BIDDER IS A SOLE PROPRIETOR OR GENERAL PARTNERSHIP.* Bidder, as indicated below (*Bidder must check applicable box*) is a sole proprietor or general partnership and therefore exempt from the requirement to register with the Washington State Secretary of State:
 - SOLE PROPRIETOR.* Bidder is a sole proprietor.
 - GENERAL PARTNERSHIP.* Bidder is a general partnership.

21. **REGISTRATION WITH THE WASHINGTON STATE DEPARTMENT OF REVENUE.** Enterprise Services requires all awarded Bidders (including Washington firms and out of state firms) to be registered with the Washington State Department of Revenue. Bidders who are not registered with the Washington State Department of Revenue shall not be awarded a Contract. Accordingly, Bidder certifies as follows (*Bidder must check one*):

- BIDDER IS REGISTERED WITH THE WASHINGTON STATE DEPARTMENT OF REVENUE.* Bidder is registered with the Washington State Department of Revenue, has a business license to do business in Washington, and has the following Unified Business Identifier (UBI)

number: _____
 Bidder must provide its nine-digit UBI number.

OR

- BIDDER WILL REGISTER WITH THE WASHINGTON STATE DEPARTMENT OF REVENUE.* Bidder currently is not registered with the Washington State Department of Revenue but, if designated as an Apparent Successful Bidder, Bidder shall register with the Washington State Department of Revenue for a business license and provide proof of such registration satisfactory to Enterprise Services within five (5) business days of such designation or notification by Enterprise Services. Bidder further certifies that Bidder understands that, if for any reason, Bidder is not timely registered with the Washington State Department of Revenue and has not timely provided a valid UBI number for Bidder to Enterprise Services, Bidder shall be disqualified from Contract award.

22. NO SUBCONTRACTORS. Bidder certifies as follows (*Bidder must check one*):

- NO SUBCONTRACTORS.* If, pursuant to the above-referenced Competitive Solicitation, Bidder is awarded a Contract, Bidder shall NOT utilize subcontractors to perform the Contract.

OR

- SUBCONTRACTORS.* As detailed in the attached explanation (*Bidder to provide*), if, pursuant to the above-referenced Competitive Solicitation, Bidder is awarded a Contract, Bidder will utilize subcontractors to perform the Contract. In such event, Bidder further certifies that, as to the State of Washington and eligible Purchasers who utilize the Contract, Bidder shall be fully responsible for its subcontractors, including, without limitation, liability for any subcontractor’s acts or omissions. *Note:* Bidder must provide the precise legal name (including state of organization), business address, and federal tax identification number (TIN) for each subcontractor and state which portions and amount of the Contract that Bidder, if awarded a Contract, would subcontract to each identified subcontractor. *Note:* If a subcontractor’s TIN is a SSN, do not provide the SSN; rather, state that the TIN is a SSN.

- BIDDER EXPLANATION.* Bidder has attached an explanation.
 Check box if applicable.

23. WASHINGTON SMALL BUSINESS. Bidder certifies as follows (*Bidder must check all applicable boxes*):

- WASHINGTON SMALL BUSINESS.* Bidder is a Washington Small Business as defined in [RCW 39.26.010\(13\) and \(22\)\(a\)](#). To qualify as a Washington Small Business, Bidder must meet three (3) requirements:
 - Location.* Bidder’s principal office/place of business must be located in and identified as being in the State of Washington. A principal office or principal place of business is a firm’s headquarters where business decisions are made and the location for the firm’s books and records as well as the firm’s senior management personnel.
 - Size.* Bidder must be owned and operated independently from all other businesses and qualify as one of the following:
 - Bidder Qualifies as a Small Business – i.e.,

- Bidder has fifty (50) or fewer employees; or
- Bidder has an annual gross revenue of less than \$7,000,000 as reported on Bidder's federal income tax return or its return filed with the Washington State Department of Revenue over the previous three (3) consecutive years.
- Bidder Qualifies as a Minibusiness – i.e., Bidder has an annual gross revenue of less than \$3,000,000, but \$1,000,000 or more, as reported on Bidder's federal income tax return or its return filed with the Washington State Department of Revenue.
- Bidder Qualifies as a Microbusiness – i.e., Bidder has an annual gross revenue of less than \$1,000,000 as reported on Bidder's federal income tax return or its return filed with the Washington State Department of Revenue.
- WEBS Certification.* Bidder must have certified its Washington Small Business status in Washington's Electronic Business Solution ([WEBS](#)).

OR

- NOT A WASHINGTON SMALL BUSINESS.* Bidder does not qualify as a Washington Small Business as set forth above.

24. **CERTIFIED VETERAN-OWNED BUSINESS.** Bidder certifies as follows (*Bidder must check one and, if stating that Bidder is a Certified Veteran-Owned Business, provide Bidder's WDVA certification number in the space provided below*):

- CERTIFIED VETERAN-OWNED BUSINESS.* Bidder is a Certified Veteran-Owned Business under [RCW 43.60A.190](#). To qualify as a Certified Veteran-Owned Business, Bidder must meet four (4) requirements:
 - *51% Ownership.* Bidder must be at least fifty-one percent (51%) owned and controlled by:
 - (a) A veteran as defined as every person who at the time he or she seeks certification has received a discharge with an honorable characterization or received a discharge for medical reasons with an honorable record, where applicable, and who has served in at least one of the capacities listed in [RCW 41.04.007](#);
 - (b) A person who is in receipt of disability compensation or pension from the department of veterans affairs; or
 - (c) An active or reserve member in any branch of the armed forces of the United States, including the national guard, coast guard, and armed forces reserves.
 - *Washington Incorporation/Location.* Bidder must be either an entity that is incorporated in the State of Washington as a Washington domestic corporation or, if not incorporated, an entity whose principal place of business is located within the State of Washington.
 - *WEBS Certification.* Bidder must have certified its Veteran-Owned Business status in Washington's Electronic Business Solution ([WEBS](#)).

- *WDVA Certification.* Bidder must have provided certification documentation to the Washington Department of Veterans’ Affairs (WDVA) and be certified by WDVA and listed as such on WDVA’s website (WDVA – Veteran-Owned Businesses). Bidder’s WDVA certification no.: _____

OR

- NOT A CERTIFIED VETERAN-OWNED BUSINESS.* Bidder does not qualify as a Certified Veteran-Owned Business as set forth above.

25. **REFERENCES.** Bidder certifies that the references provided below (*Bidder must provide*) have worked with Bidder pertaining to contracts in which Bidder provided goods/services similar in scope to the goods/services described in the above-referenced Competitive Solicitation and that such references have full permission, without any additional requirement or release, to provide references and information to Enterprise Services pertaining to Bidder. Bidder hereby authorizes Enterprise Services (or its agent) to contact Bidder’s references and others who may have pertinent information regarding Bidder’s prior experience and ability to perform the Contract, if awarded. Bidder hereby authorizes such individuals and firms to provide such references and release to Enterprise Services information pertaining to the same.

ENTIRE TABLE CONFIDENTIAL

Reference 1: Provide information in the space provided	Business Name: <u>College Avenue Student Loans LLC</u> Contact Name at Business: <u>Angela Colatraino</u> Phone: <u>302-684-6066</u> Email: <u>acolatraino@collegeave.com</u>
Reference 2: Provide information in the space provided	Business Name: <u>Student Choice</u> Contact Name at Business: <u>Melissa Hunt</u> Phone: <u>202-536-2040</u> Email: <u>mhunt@studentchoice.org</u>
Reference 3: Provide information in the space provided	Business Name: <u>Temple University</u> Contact Name at Business: <u>Faith Szumanski</u> Phone: <u>205-204-5549</u> Email: <u>faith.szumanski@temple.edu</u>
Reference 4: Provide information in the space provided	Business Name: <u>CHESLA</u> Contact Name at Business: <u>Josh Hurlock</u> Phone: <u>860-761-8482</u> Email: <u>jhurlock@chesla.org</u>

Note: It is Bidder’s obligation to ensure that the contact information for Bidder’s references is accurate and current. Bidders should alert their references to respond promptly to reference checks.

Bidder further certifies that Bidder shall provide immediate written notice to Enterprise Services if, at any time prior to a Contract award pursuant to the above-referenced Competitive Solicitation or anytime during the Contract term, if awarded, Bidder learns that any Bidder certifications set forth herein were erroneous when submitted or have become erroneous by reason of changed circumstances.

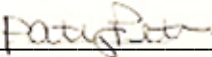
I hereby certify, under penalty of perjury under the laws of the State of Washington, that the Bidder certifications herein are true and correct and that I am duly authorized to make these certifications on behalf of the Bidder stated herein.

BIDDER NAME: UNIVERSITY ACCOUNTING SERVICE, LLC

Print Name of Bidder

Note:

- If Bidder is a corporation, LLC, etc., print full legal entity name of the firm submitting the Bid.
- If Bidder is a sole proprietor, print the full legal name of the individual who is the Bidder submitting the Bid. **BEGIN CONFIDENTIAL INFORMATION**

BY: 
Signature of Bidder's authorized person

Patty Peterson
Print Name of person making certifications for Bidder

TITLE: Executive Vice President, Operations
Title of person signing Bidder's Certification

PLACE: Fort Washington, PA
Print city and state where signed **END CONFIDENTIAL INFORMATION**

DATE: May 12, 2025

Return this Bidder's Certification to Procurement Coordinator at:
RFPCoordinator@wsac.wa.gov

Attachments

Attachment 1 – Certificate of Liability Insurance (Per Exhibit A –
Bidder’s Certification, No. 8 – Confidential & Proprietary)

AGENCY CUSTOMER ID: 00232905

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY RSC Insurance Brokerage, Inc.		NAMED INSURED Transworld Investment Holdings, LLC	
POLICY NUMBER _____		EFFECTIVE DATE: _____	
CARRIER _____	NAIC CODE _____		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Cyber Liability
 Carrier: Steadfast Insurance Company
 Policy Dates: 10/31/24 - 10/31/25
 Policy #: SPR3423161-03
 Limit: \$5,000,000

1st Excess Cyber Liability
 Carrier: Endurance American Insurance Co
 Policy Dates: 10/31/24 - 10/31/25
 Policy #: PVX30027084102
 Limit: \$5,000,000

2nd Excess Cyber Liability
 Carrier: Indian Harbor Insurance Co
 Policy Dates: 10/31/24 - 10/31/25
 Policy #: MTE903916205
 Limit: \$5,000,000

3rd Excess Cyber
 Carrier: Scottsdale Insurance Company
 Policy Dates: 10/31/24 - 10/31/25
 Policy #: XMS2209368
 Limit: \$5,000,000

Crime
 Carrier: Liberty Mutual Insurance Company
 Policy Dates: 10/31/24 - 10/31/25
 Policy #F13PAB4466005
 Limit: \$10,000,000

Excess Umbrella Liability
 Carrier: Travelers Property Casualty Co. of America
 Policy Dates: 10/31/24 - 10/31/25
 Policy #EX-8S167775-24-NF
 Limit: \$10,000,000



ABOUT UAS

Since 1969, UAS has offered a full suite of loan servicing solutions to a variety of colleges, universities, and private loan providers. With industry-leading reporting, customized portfolio management, and personalized customer service, UAS is unmatched in results. Our commitment to technology, human resources, services, and specialized approach to loan servicing create a powerful, yet user-friendly experience for our borrowers and clients alike.



EXHIBIT B-1 – PERFORMANCE REQUIREMENTS / NON-COST FACTORS

Competitive Solicitation:	No. 25RQ500 – Billing Services for Financial Aid Receivables
Bidder:	<u>University Accounting Service, LLC (UAS)</u> Type/print full legal name of Bidder company

SCOPE OF WORK

The purpose of this contract to provide billing services for financial aid receivables that are performed fairly, respectfully and in accord with State and federal law and ethical codes for government contracting.

Programs administered by the WSAC include those that provide state funds as financial aid to eligible students and professionals pursuing college credits, certificates, and degrees. Those who receive aid, do so upon the conditions and requirements set forth by the individual program that provides the funding. Failure to meet the respective program conditions require recipients to repay the funds received back to the state ([WAC Chapter 250-21](#)).

As of November 30, 2024, approximately 2,200 accounts owing approximately \$2 million dollars are receiving billing services. Currently, the average number of new accounts to be transferred to a Bidder monthly is 70 and the average number to be paid in full monthly is 25. Modest growth in accounts is expected. If no payments are received by the Bidder within 90 days the Bidder will return the account to WSAC for disposition to a collection company.

Instructions:

Note: Bidders must follow the instructions outlined in this Exhibit. Unless WSAC, at its discretion, determines that a Bidder’s variance from these instructions is immaterial or timely corrected, Bids that do NOT follow these instructions will be deemed to be nonresponsive and rejected.

1. Add Bidder’s business name above and follow the instructions below.
2. Review and respond to all questions. ALL Bidders must respond to REQ IDs 1 - 9 **The written response must be considered complete and stand on its own merits or may be deemed non-responsive.**
3. Provide a written response that addresses how the Bidder meets or exceeds each requirement in the *Written Response* column.
 - a. **Supporting Information.** Please make sure to include references in *Exhibit A – Bidder’s Certifications* that align with the information provided in this exhibit. WSAC may request additional information or references to help verify the information provided by the Bidder in this exhibit. A Bidder’s failure to provide requested information to WSAC within five (5) business days may result in disqualification.
 - b. **Bidder’s Commitments.** Please note that, if Bidder is awarded a contract, the Bidder’s responses to some of the performance requirements below (e.g., customer service) will be incorporated to the resulting contract. Accordingly, Bidder is cautioned to state only commitments that Bidder can meet throughout the term of the contract. An awarded Bidder (i.e., Bidder) who is not able to meet such commitments throughout the contract term will be subject to contract termination for breach of contract and damages. Please see *Exhibit D – Contract*.

4. Bidders proposing a bid must also include *Exhibit B-2 – Bidders Response to Scope of Work/Services*. This exhibit is scored as part of the bid evaluation process.

This Exhibit Must be submitted as a stand-alone file, Word or PDF.

Performance Requirements: Bidder must respond to each requirement as noted in the instructions below.

1. Review all requirements, priorities and provided definitions:
 - Mandatory Pass/Fail (M): Minimum requirement; Bidder that does not meet this requirement will not be considered any further.
 - Mandatory Scored (MS): Critical requirement; evaluators will score based on the degree to which Bidder's response meets the requirement.
 - Desirable Scored (DS): Desirable requirement; evaluators will score based on the degree to which Bidder's response meets the requirement.
2. Using the **Bidder Compliance** column, Bidder must select either a "Yes" or "No" to indicate the Bidder's ability to meet the requirement. **Any entry that is not either a "Yes" or "No", may be deemed non-responsive and will not be considered any further.**
3. **Do not alter or reformat the document. Boxes for Written Response will expand as content is added. Written Response boxes may contain charts and graphics sized accordingly.**

PERFORMANCE REQUIREMENTS AND FACTORS					
REQ ID	Performance Requirement and Stated Business Need	Points Available	Priority	Bidder's Compliance	Written Response
1.	<p>Bidder must demonstrate prior experience supplying management of, performance of, administration of financial billing services and existing IT platform.</p> <p><i>Written Response: Include details of prior programs, agencies, companies where you have performed the services as outlined in the Scope of Work listed in this document. Please include any details of existing platform capabilities.</i></p>	70 points	MS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>Established in 1969, UAS was the first company to focus specifically on campus-based student loan services. Today, UAS continues to provide custom loan support programs to our client base of more than 500 colleges, universities, and private lenders across the country. See our references provided in Exhibit A as a further testament to our client base.</p> <p>Our experience encompasses all types of loan programs and delinquent receivables, including:</p> <ul style="list-style-type: none"> • Private education loans • Health Professions Student Loans (HPSL) • Loans to Disadvantaged Students (LDS) • Miscellaneous receivables (delinquent and non-delinquent) • National Defense/Direct Student Loans (NDSL) • Nurse Faculty Loan Program (NFLP) • Nursing Student Loans (NSL) • Primary Care Loans (PCL) • Private institutional programs • State-mandated loan and forgiveness programs • Student tuition

PERFORMANCE REQUIREMENTS AND FACTORS					
REQ ID	Performance Requirement and Stated Business Need	Points Available	Priority	Bidder's Compliance	Written Response
					<p>For over 50 years, we have operated with a singular mission: to deliver the highest quality service to our lenders and borrowers.</p> <p>Our clients place their trust in us as a solid strategic partner because of our financial stability, large client base, industry experience, global presence and diverse portfolio. Accordingly, we continually explore operational and technological enhancements that would expand the solutions that we offer.</p> <p>BEGIN CONFIDENTIAL INFORMATION As part of our continued effort to provide our clients with the best possible solution, we launched our new servicing platform, UAS Connect. UAS Connect is a forward-thinking platform that leverages a flexible technology framework, enabling our team to deliver best in class service.</p> <p>The UAS Connect platform was built on the foundational premise that no two lenders are the same. Differentiation is key and creating a framework to efficiently manage it was a core principal.</p> <p>We are committed to the loan servicing business and providing our clients with industry leading technology. Our continued investment and the rollout of the additional benefits contained in this release reflects our focus on the future. The UAS Connect platform represents the fourth major technology release over the past 15 years and will replace our legacy technology applications. From a design standpoint, the platform was constructed around three core interfaces: Borrower, Lender and UAS Operations. While each component is unique and powerful, it is the combined ecosystem of UAS Connect that results in a scalable and elegant platform for the future of loan servicing. END CONFIDENTIAL INFORMATION</p>
2.	Bidder must have sufficient capacity (i.e., personnel and equipment) to perform the contract. Provide information about the firm, and information about the relevant qualifications of staff who will be assigned to the contract, if awarded. Please include: training, certifications, experience, years in industry, key clients, assignments/projects, tenure with Bidder's firm, employment status (i.e. employee or	70 points	MS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>Dedicated Management Team</p> <p>Organizational Structure. UAS employs experienced and tenured staff with specific expertise in education accounts receivables. Each client program also has an appropriate blend of senior staff members to add stability, encourage a mentoring environment, and ensure continuity of superior service. We will determine the appropriate amount of staff needed to efficiently service your program in a manner designed to exceed your expectations.</p>

PERFORMANCE REQUIREMENTS AND FACTORS					
REQ ID	Performance Requirement and Stated Business Need	Points Available	Priority	Bidder's Compliance	Written Response
	<p>contractor) and any related work experience with state or local governmental entities or privately held companies.</p> <p><i>Written Response: Include details that show capacity, experience, and qualifications necessary to perform the contract if awarded.</i></p>				<p>We know that timely, honest, and ongoing communication is critical to the continued success of your debt recovery program. Joni Turdo will be the key contact for this program.</p> <p>The UAS management team is comprised of talented, dedicated, and long-term employees with a combined total of more than 250 years of student loan experience, individuals whose backgrounds bring a wealth of allied industry experience to the table. As a result of management team interaction, UAS has enhanced our commitment to customer service excellence and continued growth through people and systems.</p> <p>UAS offers WSAC extensive industry and company talent to manage and support the upcoming contract, which includes decades of staff experience with client projects similar to WSAC. This level of expertise benefits WSAC with an expansive institutional knowledge base and extensive thought leadership.</p> <p>Importantly, we deliver small-company responsiveness backed by large-company operational, compliance, and security capabilities. From our leadership to staff in the trenches, we have the right people with the experience and expertise to best serve the needs of WSAC.</p> <p>Of more than 10,000 employees performing services for our parent company Transworld Systems Inc. (TSI), roughly 145 are dedicated to the UAS loan servicing operation. The average tenure of our staff is more than ten years, and they are trained to be an extension of our clients. More so, WSAC will have a dedicated representative assigned to its account, available for information and problem resolution.</p> <p>UAS presently supports more than 600,000 borrowers through programs sponsored by approximately 500 colleges, universities, credit unions, and specialty lenders at the federal and state levels.</p> <p>A summary of our skilled management team is outlined as follows with a brief bio for each. UAS operates in a completely remote fashion.</p>

PERFORMANCE REQUIREMENTS AND FACTORS					
REQ ID	Performance Requirement and Stated Business Need	Points Available	Priority	Bidder's Compliance	Written Response
					<p>BEGIN CONFIDENTIAL INFORMATION Patty Peterson – President UAS As President of UAS, Patty is responsible for leading both the Operations and System for our Student Loan Servicing line of business. Patty has over 35 years of experience leading Operations and Support Service organizations for companies in the financial services and collections industry with an emphasis on Student Loan Servicing and Collections. With expertise in systems integration and process improvement, Patty actively seeks out and tests new technologies, always looking for ways to integrate technology into workflows to best support our borrowers and clients. Prior to joining TSI in March 2024, Patty served as the Senior Vice President, Operational Support Services at Navient. At Navient, Patty guided and managed the shared services organization for the Business Processing Segment, providing and facilitating services to multiple operational organizations in core areas including omni-channel communication, dialer and telephony management, integration and implementation support of collections systems, process automation, and business transformation. Patty has a Bachelor of Arts degree in Business Management from the University of Northern Iowa.</p> <p>Genny Johnson – Vice President, Operations Genny has over 20 years of experience leading Operations and Training organizations for companies in the financial services and collections industry with an emphasis on student loan servicing and collections. With expertise in call center leadership, instructor led training, Learning Management Systems and Content Development, Genny provides a unique perspective to servicing student loans in a borrower friendly manner. Prior to joining UAS in June 2024, Genny served as the Senior Director of Training at Navient. At Navient, Genny led both operations and training teams in supporting call center and collections efforts for various account types, including Student Loans, Health Care, Tolls, Parking, BPS, and BPO lines of business. Genny has a Bachelor of Science degree in Psychology from the University of Wisconsin-Platteville.</p> <p>Chastidy Mersmann – Client Services Manager Chastidy has over 20 years of experience in client services, collection management, and business operations. She has a proven record of accomplishment of leadership, performance and client satisfaction. Chastidy oversees service delivery, client communication, and operational efficiency to ensure seamless support and optimal outcomes for all stakeholders. Previously, as a Senior Collection Manager at</p>

PERFORMANCE REQUIREMENTS AND FACTORS					
REQ ID	Performance Requirement and Stated Business Need	Points Available	Priority	Bidder's Compliance	Written Response
					<p>Navient, Chastidy led a team of up to 100 employees, consistently surpassing performance goals and achieving first-place rankings on several competitive federal contracts. In this role, she played a key part in launching new business divisions, training personnel, and improving compliance standards.</p> <p>Joni Turdo – Client Services Representative Joni is a seasoned client service representative with over 30 years of dedicated experience at UAS, specializing in student loan servicing and client support. Her long-standing commitment to excellence has made her an integral part of the organization's success delivering consistent, high quality service to borrowers, guarantors, and institutional partners. Throughout her tenure, Joni has built trusted relationships with clients by providing knowledgeable guidance, timely resolutions, and personalized support across a wide range of loan servicing functions. Her deep understanding of federal and private student loan programs, coupled with her attention to detail and responsiveness, ensures compliance with regulatory standards and client expectations. Known for her professionalism, accuracy, and ability to navigate complex servicing scenarios, Joni bring a wealth of institutional knowledge and a customer-first mindset that align with high standards. END CONFIDENTIAL INFORMATION</p> <p>We offer WSAC extensive industry and company talent to manage and support its Loan Servicing contract – more than 100 combined years of student loan processing and receivables knowledge and experience. This type of expertise provides WSAC with an expansive knowledge base and thought-leadership capabilities.</p>
3.	<p>Bidder must have an established history of ethical and legal billing service practices, especially with confidentiality of client and debtor information and the level of professional standards displayed by the Bidder's employees.</p> <p><i>Written Response: Describe your specific practices and processes to maintain confidentiality of clients and debtors. In addition, Bidder must have data security</i></p>	70 points	MS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>UAS complies with both GLBA and FERPA and places a high priority on the security of all confidential and personally identifiable information for borrowers. For example, SSNs are not included in any borrower communication nor required for confirmation of identity. Below we outline additional ways we maintain confidentiality.</p> <p>Safeguards and Compliance Protecting the information of our clients and our clients' customers is a chief concern at UAS. Our efforts to maintain our compliance with the Gramm-Leach-</p>

PERFORMANCE REQUIREMENTS AND FACTORS					
REQ ID	Performance Requirement and Stated Business Need	Points Available	Priority	Bidder's Compliance	Written Response
	<i>measures for hardcopy and digital files. Describe your specific data security practices.</i>				<p>Bliley Act are ongoing as we regularly identify and address potential risks to the security, confidentiality, and integrity of our customer data. Through a multi-faceted approach that encompasses employee training, physical security, and data security, UAS is able to ensure the privacy of the information with which we are entrusted.</p> <p>Employee Training Employees are expected to perform their daily responsibilities in an honest, ethical, and professional manner. They are required to maintain the privacy and confidentiality of sensitive personal data placed in our trust by our clients. Newly hired employees are fully trained on the various privacy regulations and UAS business practices. All employees are required to agree to UAS Standards of Conduct and Work Rules and sign a Confidentiality Agreement. They are subject to disciplinary action up to and including termination of employment if they fail to follow signed agreements.</p> <p>Physical Security Access to all UAS facilities is restricted. Various combinations of locking devices, keypads, cameras, security lighting, alarm systems, guard services, and 24-hour patrols may be used to restrict access and provide surveillance as indicated for specific sites. Multi-tenant buildings use contracted guard services as arranged by the building manager.</p> <p>At corporate headquarters and larger UAS facilities, every employee receives an identification badge at time of hire, which must be scanned electronically to gain access to the facility. The badge is used to further restrict the individual's ability to move only within the assigned project area and the public areas of UAS facilities.</p> <p>Two key personnel oversee all security efforts at UAS. Our Director of Information Security is responsible for managing the team who designs and implements the UAS corporate IT security strategy. This position also oversees the implementation of security projects, audits, and testing, ensuring the formal incident response is effective and appropriate. The Vice President of Corporate Security is responsible for the physical security of UAS facilities.</p>

PERFORMANCE REQUIREMENTS AND FACTORS					
REQ ID	Performance Requirement and Stated Business Need	Points Available	Priority	Bidder's Compliance	Written Response
					<p>Data Security UAS has made a significant commitment to protect the security and integrity of its information systems, from physical access to our data center to online access to our systems. Access to the UAS data center is granted on a need-to-know basis and enforced through the use of identification badges, which are issued by the UAS onsite corporate security office. Two monitored entrances, locked after normal business hours, also help control access, and a server inside the data center logs every access attempt. UAS uses advanced firewall technology to reduce the risk of outsiders accessing its networks. We support all standard encryption applications and virtual private network technology to ensure data integrity.</p> <p>System user names and passwords are assigned to cleared program personnel and permit users to access only the data needed to perform their daily responsibilities. UAS has standards for password creation, protection, and frequency of change. User passwords expire every 30 days and may be changed by the user during the expiration window. The IT Help Desk maintains responsibility for all user login ID and password changes, including resets. IT management must approve any change to login accounts that have privilege levels higher than that of a standard agent or collector.</p> <p>UAS maintains comprehensive disaster recovery and business continuity plans for unforeseen events that may damage data and locations of business. Hard copy data, CD-ROM and back-up tapes are archived offsite in a secure environment. Documents no longer needed are shredded. The UAS quality assurance team audits our data security procedures quarterly to make certain they are being effectively implemented. In addition to our regular internal testing, we also subject our processes to annual testing by a third party to further verify our existing safeguards and promptly address any risks exposed because of these tests.</p> <p>UAS currently mails a clearly worded Gramm-Leach-Bliley privacy notice to account holders. At WSAC's request, UAS can mail these notices on WSAC's behalf and bill printing and postage costs to WSAC.</p>
4.	Bidder must include a statement identifying the out-bound and in-bound call volume capacity Bidder plans to apply to State of Washington accounts per day.	70 points	MS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	We handle the statement volume for over 600,000 loans today and have the ability to scale to increase that volume to meet our clients' needs for their loan volumes for both calls and statements.

PERFORMANCE REQUIREMENTS AND FACTORS					
REQ ID	Performance Requirement and Stated Business Need	Points Available	Priority	Bidder's Compliance	Written Response
	<i>Written Response: provide a statement that specifies the number of accounts monthly on which h the Bidder can effectively provide billing services in accordance with the solicitation requirements.</i>				
5.	<p>Bidder must provide excellent customer service and timely support and communications.</p> <p><i>Written Response: Describe customer support activities, including telephone, email, chat, and related time commitments.</i></p> <p><i>Response Time Commitments:</i></p> <p><i>a. Customer support is available between 8:00 AM and 4:00 PM (Pacific Time); specify the days of the week and the form of support (telephone, email, chat) if the times are different.</i></p> <p><i>b. Respond to customer routine requests within 24 hours.</i></p> <p><i>Have an escalation process for any customer service issue that is not resolved within 3 days.</i></p> <p><i>An ongoing customer feedback process demonstrating bidder's approach to proactively seek, collect, and resolve any negative customer feedback.</i></p>	70 points	MS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>UAS offers both a robust borrower portal and IVR allowing borrowers to access information directly without involvement of a customer representative. At the same time, we work to efficiently connect customers with a knowledgeable representative to maximize customer service.</p> <p>UAS provides an individual, direct toll-free telephone and e-mail address to each Customer Service Representative, supervisor, and manager. UAS is committed to providing our clients with timely, accurate, and courteous service and will respond to WSAC within 24 hours of request.</p> <p>UAS has a technical and customer support help line that is available during normal business hours from 5:00 AM to 3:00 PM Pacific. You can also contact your customer service representative to address any system-related issues. If WSAC's assigned representative is unavailable, your staff may contact a supervisor, senior manager, our Senior Vice President of Operations, or the corporate help desk personnel for assistance. UAS emphasizes responsive, comprehensive service as an integral aspect of our efforts for any client.</p> <p>If a customer has questions or concerns a UAS representative cannot handle, a team leader is immediately notified. If the representative or team leader cannot answer a question or problem, the call is escalated to a group supervisor. The group supervisor can elevate the call to the call center General Manager if necessary. If the General Manager cannot resolve the customer's issue, he or she will contact WSAC for instructions and/or information. The UAS General Manager will continue to own the issue until resolution, unless WSAC would prefer to handle the matter internally with no further involvement by UAS.</p> <p>We will work with WSAC to develop an internal escalation process to address any issues that may arise and ensure an associate is always available to you. This escalation process typically includes the program manager, vice president of operations, senior vice president of operations, and executive vice president.</p>

PERFORMANCE REQUIREMENTS AND FACTORS					
REQ ID	Performance Requirement and Stated Business Need	Points Available	Priority	Bidder's Compliance	Written Response
					UAS conducts customer service surveys of clients on a quarterly basis. Although we do not prepare or disclose summary results, the feedback has been positive as well as provided actionable items, allowing us to be proactive in addressing client service issues. In addition, UAS' top priority has been and will always be -- the client and its customers. When engaged in a partnership with UAS as your service provider, you have our continued commitment of the best service and product offerings in the industry.
6.	<p>Bidder must provide a transition and start-up schedule of dates and specific work that would need to be completed to transition services as described in the solicitation from the incumbent to the apparent successful bidder, and to start-up these services.</p> <p><i>Written Response: Please detail the conversion and start-up process using actual dates with an anticipated state date of January 1, 2026. (This date may be adjusted by WSAC as needed.)</i></p>	70 points	MS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>Implementation Timeline UAS supports a dedicated conversion team and can process additional schools that elect to transition portfolios to our system to bring all portfolios under one umbrella.</p> <p>As outlined, UAS would work diligently with WSAC's staff to arrange the transmission of test files 60 days in advance of the conversion for review and confirmation of formats. UAS maps the data from the existing system to the parallel fields in the UAS system. UAS has completed numerous conversions of loan portfolios from other servicers; however, we always initiate the data-mapping phase to ensure we have the most recent specifications.</p> <p>UAS strives to accomplish a seamless and smooth data transfer and transition from WSAC's in-house system. Accordingly, the standard conversion plan reflected may be modified to accommodate the specific processes required to support the transition.</p> <p>The UAS Transition Department handles all aspects of the data transfer. UAS provides all technical assistance, clerical/material expense, and conversion programming required. WSAC's involvement is focused on providing loan account information from the current system (i.e., data files, a data dictionary, and field names/locations). Conversion will involve representatives from WSAC's staff familiar with loan fund parameters and with the loan program specifications to answer questions regarding WSAC's system codes and data fields.</p> <p>Timeline A preliminary timeline is presented as follows. The actual conversion date will be subject to mutual agreement between WSAC and UAS to ensure a smooth</p>

PERFORMANCE REQUIREMENTS AND FACTORS					
REQ ID	Performance Requirement and Stated Business Need	Points Available	Priority	Bidder's Compliance	Written Response
					<p>transition without any interruption in service. UAS understands that the contract will be awarded approximately on June 23, 2025, with an anticipated start date of January 1, 2026.</p> <p>Conversion Phases Planning: Pre-Conversion Meeting Upon award of the contract or notice of intent, UAS will meet with WSAC's staff to discuss the scope of the project to gain an understanding of the source and structure of the data to be converted and to begin assigning responsibilities. UAS reviews the processes and procedures currently in place using the existing servicer to ensure that all processes continue in a seamless fashion. WSAC may require special programming on the part of UAS and/or WSAC's personnel. Interfaces include the following:</p> <ul style="list-style-type: none"> • Notifications of awards disbursed • Identifying and reporting of students who are scheduled to leave school or who have already left (entry of a separation date initiates the production of exit interview materials) • Holding and releasing of transcripts <p>UAS presents overviews of the conversion process and timeline, online structure and setup, interface specifications, reports, and other output. UAS will clarify our understanding of any special WSAC funded loan program provisions and other receivable issues. UAS answers all questions regarding the conversion process and UAS services in general. The meeting is the primary exchange to initiate the conversion process, define mutual expectations, establish timelines, and assign initial tasks. UAS will schedule as many meetings/conference calls as necessary to ensure a smooth and accurate conversion. UAS will then customize a conversion plan based on the availability of data and WSAC's unique needs.</p> <p>BEGIN CONFIDENTIAL INFORMATION Testing UAS will work diligently with WSAC's staff and the existing servicer to arrange the transmission of test files 60 days in advance of the conversion for review and confirmation of formats. UAS maps the data from the existing system to the parallel fields in the UAS system. UAS has completed numerous conversions of loan</p>

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					<p>portfolios from other systems and services; however, we always initiate the data-mapping phase to ensure we have the most recent specifications.</p> <p>Once data mapping is complete and specifications are written, UAS will load WSAC's files to a parallel test database. UAS tests our data mapping against the source file to ensure that data will move properly from WSAC's system to the UAS system. The use of the parallel, non-production environment allows both UAS and WSAC to review and manipulate the data mapping until the desired results are obtained.</p> <p>UAS balances and reconciles financial totals by loan program. All borrower financial fields (original loan amount, total paid/canceled, and principal balance) are examined. UAS balances these fields at the program, fund, and individual account level. Any changes or corrections are coordinated between WSAC and UAS so that when the production conversion file is received, it can be loaded immediately into the UAS conversion database.</p> <p>Production: Live Conversion Upon WSAC's acceptance of the conversion parameters, UAS will proceed to the conversion of "live" records. WSAC will provide a complete set of live data files, which UAS immediately loads to the conversion database. Once all accounts are loaded into the UAS system, UAS will complete a final verification of the accuracy of the data based on WSAC's master file. Upon verification that all loan totals are correct, UAS transfers the file to the production database. UAS will verify the reconciliation and releases the accounts for updates, post payments and other transactions received and produce the borrower statements for the upcoming due date. UAS initiates credit bureau and NSLDS reporting. There is no interruption of service to the borrower.</p> <p>Training Training begins during the conversion using WSAC's data in our training database. UAS provides complete training for activities such as system query, informational data views, use of reports, and the file upload process. Sessions are presented online via webinar, allowing for as many participants as needed. To allow users to review sessions as needed, UAS has recorded some general sessions and provides online availability.</p>

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					<p>Training continues post-conversion, using the institution's actual weekly and monthly reports. During these sessions, UAS also answers any questions regarding the conversion process. UAS encourages participation by all WSAC staff. UAS does not charge for online/webinar training regardless of the number of participants or sessions. Training will focus on actual WSAC data, as well as processing issues and interfaces. Significant time is spent on key fiscal and operational reports. The UAS online system is user-friendly and easy to learn, and complete online training is provided. Skills in basic navigation and routine tasks can be learned in a few hours, although training is never limited by the amount of time required or the number of attendees. UAS maintains a dedicated conversion team and assigns a primary point of contact for each school converting to the UAS system. END CONFIDENTIAL INFORMATION</p>
7.	<p>Bidder may demonstrate some knowledge with their financial aid billing service process, tools, and methodologies.</p> <p>Written Response: Include details that show experience and knowledge in this field. Also describe Bidder's processes supporting effectiveness, efficiency, and greatest continuity of financial aid billing service engagements spanning multi-year engagements. In addition, Bidder should address the Bidder's capabilities on how they will handle the billing service efforts of state agencies, local governments, and private companies if awarded. Describe clearly the billing service methods used and criteria for determining appropriate actions for accounts (for example an account less than \$500 vs. an account of more than \$5,000).</p>	50 points	DS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>Why Choose UAS for Student Loan Servicing?</p> <p>UAS understands the importance of WSAC's need for a qualified partner to provide Student Loan Servicing for your student loan portfolio. Our technology and service offerings are the best in the industry, as we offer a broad set of programs supporting education billing services, including tuition payment plan management, loan billing, due diligence, delinquency support, accounting, lockbox processing, reporting, electronic services, and an interactive online system for a variety of plan specifications. UAS is uniquely positioned to meet WSAC's administrative needs for these reasons: forward-thinking ideas, knowledgeable people and integrated services.</p> <p>Forward-Thinking Ideas: Constantly evaluating the way we do business keeps us fresh and innovative while positioning us for continued growth. We have developed our proprietary, cutting-edge and client-focused Connect platform. UAS is also dedicated to delivering specifically tailored administrative solutions, utilizing customized programming and unparalleled customer care to fulfill all aspects of our service agreement for WSAC.</p> <p>Knowledgeable People: The UAS management team, comprised of talented, dedicated, and long-term employees with a combined total of more than 250 years of student loan experience, brings a wealth of allied industry experience to the</p>

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					<p>table. As a result of management team interaction, UAS has enhanced our commitment to customer service excellence and continued growth through people and systems.</p> <p>Integrated Services: It is not a coincidence that our parent company is one of the largest providers of loan collection services (supporting both legacy FFEL and existing Direct Loan programs). Building on the techniques used to manage more than \$1 billion in delinquent loans annually, UAS has integrated key functionality into our system.</p> <p>During our rich history, UAS has established a reputation as the leading innovator of loan administration services and continues to pioneer the delivery of unique customized services. In addition, UAS' top priority has been and will always be the client and its customers. When engaged in a partnership with UAS as your service provider, you have our continued commitment of the best service and product offerings in the industry. Your success is our business.</p> <p>What makes UAS unique?</p> <p>BEGIN CONFIDENTIAL INFORMATION Our Fully Integrated Suite of Electronic Tools</p> <p>Borrowers and client personnel alike respond favorably to UAS' most comprehensive suite of electronic tools in the market. UAS is devoted to the student loan servicing business and providing our clients with industry-leading technology. Reflective of our innovation roadmap and focus on the future, we continue to update the UAS platform – delivering a superior, single-source solution to our clients and their customers. UAS focuses on the core objectives of:</p> <ul style="list-style-type: none"> • Providing best-in-class, user-friendly loan servicing and account management solutions • Creating and upholding best-in-class borrower experiences (portal, interfaces) • Increasing technology efficiency in driving ongoing enhancements • Utilizing industry-leading tools for compliance, quality control, and governance • Generating flexible, on-demand reports quickly and easily within the platform

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					<p>From a design standpoint, our platform is constructed around three essential interfaces: Borrower, Lender, and UAS Operations. While each component is unique and powerful, it is the combined network of our loan-servicing platform that results in a scalable and elegant foundation for loan servicing. END CONFIDENTIAL INFORMATION</p> <p>Borrower Allows borrowers to manage their student loan accounts across the entire loan lifecycle:</p> <ul style="list-style-type: none"> • Single stop for all borrower needs • Modern user interface • Detailed and easily accessible account information • Customizable communication preferences <p>Lender Provides lenders the tools they need to manage their loan portfolios:</p> <ul style="list-style-type: none"> • Separate portal to securely access information • Enhanced reporting capabilities • Customizable dashboards with dynamic data visualization • Advanced administrative features <p>UAS Operations Empowers the UAS team to more efficiently service student loans and provide a superior borrower experience:</p> <ul style="list-style-type: none"> • Productivity and workflow measurement/monitoring • Administrative feature for workflow routing and task assignment • Quality control and compliance monitoring • Advanced call disposition forms that provide structured data enrichment • World-class customer service

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					<p>UAS is known in the industry to offer outstanding customer service to both clients and borrowers. We are committed to providing the best possible experience to WSAC and WSAC's borrowers.</p> <p>Our Ability to Provide Collection Support It's not a coincidence that our parent company, TSI, is one of the largest providers of loan collection services. Building on the techniques used to manage more than \$1 billion in delinquent loans annually, UAS has integrated this key functionality into our system.</p> <p>Unmatched Industry Experience We are involved in COHEAO as a founding member and represented on the board. We are also involved in the FFEL and Direct Loan communities. We are committed to providing services that can better integrate the management of loan programs. We offer the most updated system on the market and are in an even stronger position to provide cost-effective solutions to our clients.</p> <p>Unique UAS Benefits</p> <ul style="list-style-type: none"> • Borrowers may create electronic payments for one-time instances or for automated payment of all billing statements on any day of the month. • UAS does not require a client to establish its own lockbox or bank accounts for the deposit of funds collected. Instead, all payments are received, processed, and deposited by UAS, then transferred to clients or the banks of their choice. UAS procedures allow WSAC to maintain a banking relationship in its local community where it can obtain optimum rates and minimum bank charges. • UAS' Cohort Account Management is the only service of its kind offered by any billing service. UAS oversees the entire cohort population, both this year's group and next year's. UAS' goal is to match or better the average of your past three default rates. • Each borrower is assigned a unique system identifier that appears on billing statements, notices, and other correspondence so the borrower's Social Security Number is not communicated via the internet, email, or USPS. • UAS maintains an unlimited number of borrower and reference addresses, telephone numbers, and email addresses.

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					<ul style="list-style-type: none"> • UAS has developed and currently deploys a monthly electronic interface with the USPS to receive electronic updates of address information. UAS goes beyond zip+4 by including the USPS address bar code in borrower communications. • UAS does not assess its own returned checks fees to WSAC or to the borrower. UAS can assess such a fee assessed by WSAC. • UAS does not archive loans, so all accounts, history, comments and documents are available instantly. • Not only does UAS create billing statements for all borrowers, a complete account history, all documents, including statements, notices, correspondence, and processed benefit forms, are linked to the borrower/loan record for easy online access by WSAC personnel.
8.	<p>Bidder may either maintain bi-lingual staff (Spanish speaking at a minimum) or maintain agreements with an interpreter service during the duration of any resulting contract.</p> <p>Written Response: Include a description of how Bidder will comply with this requirement.</p>	50 points	DS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>Offering bilingual capabilities for letters, inbound calls, and outbound calls, UAS is capable of communicating with any borrower encountered during the collection process. If the borrower does not speak English, then the call is transferred and the account reassigned to one of our representatives who speaks their language. UAS has employees who speak various languages, including Spanish. If additional assistance is needed to translate verbal or written communications, UAS uses telephone language lines and local universities' foreign language departments. As it applies to letters, we employ several highly regarded and certified translation companies to convert English letters into various languages. These translated letters still follow our standard approval process with our Legal Department and attorneys.</p>
9.	<p>Bidder may share a disaster recovery plan and a methodology for testing.</p> <p>Written Response: Include a description of how Bidder will comply with this requirement.</p>	48 points	DS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>UAS has instituted a disaster recovery plan designed to protect our client data and systems. UAS provides a full system save and back up each day. All daily, weekly, and monthly files, including report files, are duplicated for back-up purposes. All copies of transactional records, database files, and programs are stored off-site for added protection.</p> <p>In addition to the above plan, a formal Corporate Recovery Plan and Program is maintained. This program is documented in our 250-page proprietary information plan (available upon request). The plan addresses:</p> <ul style="list-style-type: none"> • The Disaster Recovery Organization • The Team Responsibilities of the Disaster Recovery Coordinator • Emergency Management Team and Administrative Support Team

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					<ul style="list-style-type: none"> • Our Damage Assessment Team/Facility Preparation • Computer Operations and Off-Site Storage Team • Technical Services (Systems) • Application Recovery Team • Voice Services • Handling Client Transmissions • Other Support Services • The Recovery Organization • The Recovery Process • Threats, Vulnerabilities and Mitigation Methods • Core Business Functions and Processes <p>In addition, our plan contains 12 formal plans regarding the following topics:</p> <ul style="list-style-type: none"> • Disaster Recovery Coordination • Emergency Management • Corporate Services • Computer Operations and Off-Site Storage • Network Services • Unix Support • Collection and Billing Applications • Back Office Applications • Voice Services • B2B Client Transmissions • Support Services
10.	Bidder must attend and participate in meetings as needed, conference calls, and communications in writing.	Pass/Fail	M	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
11.	Bidder, in performing these services, must demonstrate leadership competencies that align with Washington State's values. Bidder acknowledges and understands both the Washington State Enterprise Diversity, Equity, and Inclusion Competencies and Washington State Enterprise Leadership Competencies .	Pass/Fail	M	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Return this exhibit to Procurement Coordinator at:
RFPCoordinator@wsac.wa.gov



**EXHIBIT B-2 – RESPONSE TO SCOPE OF WORK/SERVICES
SUBMIT AS STAND-ALONE FILE**

1. If the Bidder is currently capable of providing the services as described, enter “YES” in column: “A. Capable”
2. If the Bidder agrees to provide the services as described, enter “YES” in column: “B. Agree”
3. For evaluation purposes only, Bidders will receive 2 points for every line they can provide a “YES” and “Agree” to as written in each description. A “NO” with a proposed solution will receive 1 point. (Maximum 132 points.)
4. If the Bidder is not currently capable of providing the services as described and/or does not agree to provide the services as described, enter “NO” in the relevant column(s) and provide a brief explanation in column: “C. Proposed Solution.”
5. The Bidder may also present any creative approaches that might be appropriate and may provide any pertinent supporting information. Describe this approach in column “C. Proposed Solution.”

Description of Services	A. Capable	B. Agree	C. If no, what is your proposed solution?
1.2 (A) BILLING SERVICES			
a) The Bidder(s) shall be responsible for handling all written or electronic correspondence and telephone calls dealing with the assigned accounts, including bankruptcy deferments.	YES	YES	
b) Bidder shall follow the WSAC approved Communication Timeline using only WSAC provided or approved, paper letters, electronic mail, phone call talking points and billing statement WSAC inclusion language as described in <i>Exhibit G – Communications to Borrowers Schedule and Samples</i> .	YES	YES	
c) Bidder shall provide electronic copies to WSAC of the Entering Repayment, Collection Referral and Paid in Full letters sent to debtors.	YES	YES	
d) Bidder shall update address information as it becomes available through forwarding addresses on returned mail or debtor self-disclosure, and maintain a history of all changes: date of update, by whom, and the previous address information. Bidder may offer other address change methods including skip tracing.	YES	YES	
e) Bidder shall document clear explanations of each account adjustment and activity for WSAC viewing in the memo and/or history fields of each assigned account.	YES	YES	
f) Bidder shall have the ability to send billing statements to at least all states of the United States, Canada, and the federal district and its major territories.	YES	YES	
g) Bidder shall produce monthly billing statements that itemize all program types the debtor has onto a single statement. The statement shall	YES	YES	

include the monthly minimum due for each program type and a total. If the debtor submits a payment that is less than the total minimum and the debtor does not instruct the Bidder on how to apply the payment between program types, the Bidder shall apply the payment first to loan and conditional loan program types as approved by WSAC with grant program type payment applied last. Refer to <i>Exhibit F – Summary of Active Billing Service Accounts by Program Type</i> .			
h) Bidder must provide a quarterly billing option for a small number of accounts that are being phased out instead of monthly statements.	YES	YES	
i) Bidder shall ensure that accounts in deferred status continue to receive billing statements. The billing statement shall indicate the deferment end date.	YES	YES	
j) Bidder shall clearly state the payoff amount and corresponding date this amount was calculated through on each billing statement for all interest bearing accounts.	YES	YES	
1.2 (B) GENERAL ACCOUNT MANAGEMENT			
a) WSAC shall at all times remain owner of its accounts. Bidder shall only accept WSAC accounts referred by WSAC.	YES	YES	
b) The Bidder should accept all types of unpaid accounts referred for billing.	YES	YES	
c) The varying types of accounts that may be placed with the Bidder by Washington State, are general in nature and may include but are not limited to: outstanding grant receivables, conditional loan repayments, and loan repayments.	YES	YES	
d) Bidder shall return accounts at WSAC’s request within ten (10) business days.	YES	YES	
e) Bidder shall refer all deferment requests to WSAC except for bankruptcy. If Bidder becomes aware of a bankruptcy, Bidder shall immediately place a deferment of collection activity on the account for the duration of the bankruptcy court’s automatic stay of relief. Deferment shall be cancelled by the Bidder within two (2) business days of Bidder becoming aware of the debtor’s discharge or dismissal from bankruptcy and Bidder’s verification that the account’s underlying debt was not discharged in the bankruptcy action.	YES	YES	
f) Bidder shall forward all bankruptcy notices and court documents to WSAC within two (2) business days of receiving such documents.	YES	YES	
g) Bidder shall promptly deposit funds collected for the WSAC into a trust account at a bank, approved by WSAC, within 2 banking days, following escrow payment schedule provided by WSAC. Bidder shall transfer the funds to WSAC with a detailed statement whose form is approved by the WSAC.	YES	YES	
h) Bidder shall annually provide a list of other services offered that are not currently included in the Scope of Work to WSAC and an updated listing of service costs. Additional services provided and changes to costs shall be approved by WSAC in a written contract amendment signed by Bidder and WSAC.	YES	YES	

1.2 (C) DEBTOR PAYMENTS			
a) Bidder shall post all payments collected to the debtor’s account no later than one business day after date of receipt.	YES	YES	
b) Bidder shall track “other costs” individually, such as legal fees and returned check charges.	YES	YES	
c) Bidder shall transmit all NSF fees on amounts collected from returned checks to WSAC. No additional fees may be charged by Bidder.	YES	YES	
d) Bidder shall negotiate Grant Programs (College Bound Scholarship, State Need Grant, and Promise to College) minimum monthly payment amounts only with prior approval from the WSAC. This consent may be authorized by a prior written agreement in which specific parameters are established for grant programs only. Bidder shall monitor and collect all negotiated payments. WSAC Director of Student Financial Assistance or their designee shall approve all reduced payment amounts for the Conditional Loan and Loan programs on an individual basis.	YES	YES	
e) Bidder shall communicate with debtor the final payment date and amount due to prevent overpayment and in compliance with ACH rules. Bidder shall only process the final Automated Clearing House (ACH) payment to reflect the accurate balance as of the account on the date of payoff.	YES	YES	
f) The Bidder shall suspend action, either temporarily or permanently, on any account, upon written notification of a request from the WSAC to suspend action or as otherwise required by law. Bidder shall notify WSAC in writing when the suspension is implemented.	YES	YES	
g) The Bidder shall not accept a compromise settlement on any account on behalf of the WSAC. All settlement offers received by the Bidder shall be forwarded to the WSAC who will negotiate and approve settlement in writing by letter or email. WSAC shall establish settlement parameters and if a payment schedule is negotiated, Bidder shall monitor and collect the payments.	YES	YES	
h) The Bidder shall provide information to the WSAC in order that the WSAC may process all refunds. The Bidder shall not process refunds to the debtor.	YES	YES	
i) Bidder shall adhere to requirements to notify debtor of changes to payment amounts and due dates. Written or email notice must be provided at least 10 calendar days prior to a change to the payment amount. Written or email notice must be provided at least 7 calendar days prior to a change in payment date. Debits may vary for reasons including but not limited to: payment is the final ACH amount, annual change in interest rate, WSAC approved deferment of payments for a specific period of time and approved reduced payment amounts.	YES	YES	

1.2 (D) RECORDS AND REPORTS PROVIDED BY BIDDER			
a) At a minimum, the Bidder shall provide WSAC the reports identified in <i>Exhibit H – Sample Reports</i> . Bidder shall provide the option to tailor the report package to the WSAC needs including additional report formats.	YES	YES	We can provide reports in CSV format and can tailor reports as needed.
b) Bidder shall provide the CSV format reports in a format that can be separated by program type as described in <i>Exhibit H – Sample Reports</i> . Bidder shall separate all payments in payment reports by principal, interest, and fees if applicable. Bidder shall provide clear concise descriptions including report parameters for standard Bidder generated reports not included in <i>Exhibit H – Sample Reports</i> .		YES	We can provide the reports outlined in Exhibit H - Sample Reports in CSV format as requested. Additionally, note we provide the following reports to WSAC today: <ul style="list-style-type: none"> • Payments Daily File • Loan Accounts Report • Payments weekly File CSV SFTP Push • Invoice Detail • EOM Loan Accounts Report
c) Bidder shall provide to the WSAC all available records and files pertaining to accounts when required by federal, Washington State, and WSAC audits or as otherwise directed by the WSAC.	YES	YES	
d) Current program types are listed in <i>Exhibit F – Summary of Active Billing Service Accounts by Program Type</i> . The WSAC may add new program types during the contract period without incurring additional costs.	YES	YES	
1.2 (E) BIDDER SYSTEM CAPABILITIES			
a) Bidder shall establish, maintain, and monitor adequate internal controls to ensure the accuracy, privacy and integrity of all account data, and protect WSAC funds throughout the contract period.	YES	YES	
b) Bidder shall provide a real-time electronic system allowing the WSAC access to perform adjustments, add memos and allow editing by original author, straightforward print options, and review of account history including a payment interface between the provider and the WSAC for auto posting.	YES	YES	
c) Bidder shall ensure that the software system it uses allows look-up by complete social security number or last four digits of social security number and by full or partial name.	YES	YES	
d) Bidder shall accept various methods of payment including but not limited to, checks, money orders, major credit cards, debit and offer ACH withdrawals.	YES	YES	
e) Bidder shall have the capacity to accurately calculate, track and bill multiple rates of interest; simple interest; and multiple types of interest (e.g. fixed or variable), including the ability to change individual account rates and automatically make interest changes for an entire program type based on current interest rate. Bidder shall calculate and bill interest consistent with the applicable Washington State and federal laws as directed by the WSAC.	YES	YES	

f) Bidder shall ensure that the software system it uses allows for the complete history of each account transaction, billing and communications activity in chronological order.	YES	YES	
g) Bidder shall have the ability for non- confidential communication via email.	YES	YES	
h) Bidder must provide a toll-free phone number for access by WSAC staff and debtors.	YES	YES	
i) Bidder shall provide customer service and support to debtors by telephone, email and mailings during normal business hours of 8:00 am to 5:00 PM Pacific Time (PT).	YES	YES	
j) Bidder shall ensure that the software system it uses is available for WSAC access between the hours of 7:00 AM and 7:00 p.m. (PT), excluding weekends and Washington State holidays.	YES	YES	
k) Bidder' electronic system shall have the ability to securely transmit the following types of updates: i. Name/address/social security number changes ii. Repayment schedule requests iii. General file maintenance iv. Renegotiated payment arrangements, temporarily reduced payment arrangements, and deferments.	YES	YES	
l) Bidder shall ensure that all reports will be current through close of business Friday and available for viewing on-line the following Monday by 7:00 AM (PT) and at the end of month.	YES	YES	
m) Bidder shall ensure that all reports are available on-line for the duration of the contract.	YES	YES	
n) Bidder's system shall have the capability to interface with WSAC for the purpose of transferring past due accounts to the WSAC on a monthly schedule. Bidder shall cease billing once accounts are returned to WSAC for collections activity and not resume billing these accounts without WSAC approval.	YES	YES	
o) Bidder shall provide the ability for WSAC to fully automate the electronic upload of new receivables to the Bidder's system as well as the download of payment information made to accounts. Full automation requires a process that can be setup in coordination with WSAC to use mutually agreed upon file formats and can run on a schedule and without any human intervention required. File transfers need to use the SSH File Transfer Protocol, also known as Secure File Transfer Protocol (SFTP).	YES	YES	
p) Bidder shall provide the ability for WSAC to automate the electronic download of payments made to accounts to the WSAC'S system using a secure file transfer protocol, such as SFTP (SSH File Transfer Protocol. Bidder shall provide files every night so data is available by 6:00 AM the following morning (Pacific Time) and in modern file formats which include CSV (Comma Separated Values).	YES	YES	

q) Bidder shall provide the ability to amend any nonpayment transaction and have the loans, conditional loans, or grants returned to the original status before the change was made, tracking the changes in the historical transaction record.	YES	YES	
r) Bidder shall provide and maintain a user friendly website for debtors that provides access to services including but not limited to online payment, customer support, WSAC prepared forms, link to WSAC repayment web page, and contact information. Bidder's website shall provide the ability to display current payoff balance by grant, conditional loan, and loan.	YES	YES	
s) Bidder shall provide the ability to view and produce a copy of all billing statements.	YES	YES	
1.2 (F) COMMUNICATIONS AND TRAINING			
a) Bidder shall furnish to WSAC an electronic acknowledgement of every debt assigned including date assigned, debtor's name, WSAC account number, program type and the amount assigned within ten (10) business days of receipt.	YES	YES	
b) Bidder shall supply the WSAC names, telephone numbers, email addresses, and availability of Bidder personnel directly involved with servicing the WSAC's accounts.	YES	YES	
c) Bidder shall provide personnel available during WSAC (PT) business hours to answer general inquiries by WSAC staff, immediately. Bidder shall systematically track WSAC requests for service issues; and Bidder's response to such issues will be considered complete only when both Bidder and WSAC agree the issue is resolved. Bidder shall respond to WSAC communications within 1 business day.	YES	YES	
d) Bidder shall provide training and online resources to WSAC staff and Bidder staff assigned to work with the WSAC accounts, in areas of report access and analysis, on-line system use and features, and all other available features at the start of the contract and annually thereafter. Bidder shall provide training contact.	YES	YES	
1.2 (G) COMPLIANCE			
a) Bidder shall exercise its best, prudent and lawful efforts to bill all accounts referred.	YES	YES	
b) Upon receiving the account Bidder shall mail a validation of debt notice to the debtor at the last known address, on billing service letterhead as provided by FDCPA (15 U.S.C. § 1692 et seq.	YES	YES	
c) Bidder shall not commence legal action against any debtor who issues an NSF check in payment for any WSAC debt without written approval by the WSAC.	YES	YES	

<p>d) Bidder shall ensure that all legal work related to WSAC be done only by attorneys who are designated a Special Assistant Attorney General by the Washington State Office of the Attorney General at the time the legal work is performed and only with prior-approval by WSAC.</p>	<p>YES</p>	<p>YES</p>	<p>UAS shall provide WSAC loan servicing in accordance with the Program Guidelines based on the description of services to be performed in the Solicitation. While UAS does not anticipate performing legal work in conjunction with exceeding the expectations of the Scope of Work or SLAs provided in the Solicitation, UAS will ensure any such legal work performed for WSAC will only occur with WSAC's prior approval and will be performed only by lawyers who have been designated a Special Assistant Attorney General.</p>
<p>e) Bidder shall comply with the Family Education Rights and Privacy Act, (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) and applicable State of Washington laws regarding the privacy of debtor's records and related access to and release of those records.</p>	<p>YES</p>	<p>YES</p>	
<p>f) Contactor shall handle and process all WSAC accounts and communications with debtors in strict conformity with all applicable Federal laws, Washington and other state laws and regulations, including but not limited to the Fair Debt Collections Practices Act (FDCPA), 15 U.S.C. § 1692 et seq., the Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681 et seq.</p>	<p>YES</p>	<p>YES</p>	
<p>g) Bidder shall ensure that all systems and practices it uses including but not limited to paper filing systems, records disposal and shredding practices, and workspace and building security, provide a hierarchy of security that complies with Section 5 Safety & Security in the Contract and <i>Exhibit I, Nondisclosure Agreement</i> between the Bidder and WSAC, applicable laws, industry standards, and WSAC direction; and protects debtor personally identifiable information.</p>	<p>YES</p>	<p>YES</p>	<p>UAS maintains a comprehensive information security program aligned with industry standards such as the NIST Cybersecurity Framework, SOC 2, and PCI-DSS. Our security controls are designed to ensure the protection of personally identifiable information (PII) throughout its lifecycle—from intake to secure destruction—across both digital and physical environments.</p> <p>This includes but is not limited to:</p> <ul style="list-style-type: none"> • Logical Security: Role-based access control, multi-factor authentication, endpoint protection, regular patching, and encryption of data at rest and in transit. • Physical Security: Badge-controlled access to facilities, security camera coverage, and clean desk policies to ensure workspace protection. • Secure Disposal: Formal policies for secure destruction of paper and electronic records, including shredding practices and secure e-waste handling. • Security Monitoring and Testing: 24x7 security operations by eSentire, a leading Managed Detection and Response (MDR) provider, including continuous monitoring, threat detection, and automated incident response. Quarterly internal and external vulnerability scans by an Approved

			<p>Scanning Vendor (ASV), and annual third-party penetration testing focused on OWASP Top 10 and other relevant threat vectors.</p> <ul style="list-style-type: none"> • Governance and Oversight: Security policies are regularly reviewed and updated, with oversight from a dedicated security and compliance team. Incident response plans are in place and tested annually. • Compliance: We are compliant with PCI-DSS requirements and apply applicable FISMA controls to systems and data relevant to state or federal clients. <p>While we have not yet executed a nondisclosure agreement or received Washington State’s specific security requirements, we are committed to meeting or exceeding all contractual obligations, applicable laws, and WSAC directions. We welcome the opportunity to review and align with any additional state-specific guidance.</p>
h) Bidder shall utilize a computerized billing system and maintain such other internal controls as may be needed to provide a hierarchy of security that complies with Section 5 Safety & Security in the Contract and <i>Exhibit I, Nondisclosure Agreement</i> between the Bidder and WSAC, applicable Washington State laws, WSAC standards, and protects debtor personally identifiable information.	YES	YES	While we have not yet executed a nondisclosure agreement or received Washington State’s specific security requirements, we are committed to meeting or exceeding all contractual obligations, applicable laws, and WSAC directions. We welcome the opportunity to review and align with any additional state-specific guidance.
i) Bidder’s system must have the ability to report accounts to a national credit bureau organization, as required by U.S. Federal regulations. Bidder must respond to credit disputes filed by the debtor in a manner consistent with Federal laws, Washington and other state laws and regulations, including but not limited to the Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681 et seq.	YES	YES	
j) Bidder must provide IRS form 1098E for debtors as required by IRS regulations.	YES	YES	
k) Bidder shall return an account within ten (10) business days if the debtor has notified the Bidder to stop contacting them per the Fair Debt Collections Practices Act (FDCPA), 15 U.S.C. § 1692 et seq. Bidder shall also provide the WSAC with a copy of any “stop contact” notification from the debtor.	YES	YES	
l) Bidder should be responsible for compliance with the ACH rules and any fines resulting from non-compliance.	YES	YES	



EXHIBIT C – BID PRICE COST PROPOSAL

COMPETITIVE SOLICITATION NO. 25RQ500 – BILLING SERVICES FOR FINANCIAL AID RECEIVABLES

Estimated Contract Costs (300 Points)

Allowable costs payable to the Bidder include Periodic Fixed Fees on a per account, per month basis and Fixed Fees on a per event basis. Bidders are to complete the tables below, which will be used as the basis for computing cost scores.

Computation

Scores for this section will be computed as follows:

Step 1: Determine Bid Price:
Bid Price = Periodic Fixed Fees on a per account, per month basis + Fixed Fees on a per event basis

Step 2: Determine Bidder’s Score based on the Bidder’s Bid Price relative to the lowest cost Bidder’s Bid Price. **The lowest overall Bid Price receives the maximum allotted 300 points. All other Bidders receive a percentage of the points available based on their relationship to the lowest, using the following formula:**

$(\text{Lowest Bid Price} / \text{Bidder's Bid Price}) \times 300 \text{ Max Points} = \text{Bidder's Primary Costs Score}$

Failure to complete tables as instructed may be deemed nonresponsive and will not continue further in the process.

Required Information (do not add or alter table rows)

Periodic Fixed Fees on a per account, per month basis. (Must Include)

Fee Description	Fee Amount Per Month*
Monthly Repayment	\$2.62
Cosigner	\$0.50 (Per Co-Signer)
Monthly Update	\$0.00
Service Fee	\$0.00
Bankruptcy Monitoring	\$0.00
On-line Access Fee (for WSAC Staff)	\$35.00 (Per WSAC User)
Total:	

*Periodic fixed fees per account shall be reflected as monthly fees regardless of the period (e.g. an annual fee will be divided by 12 and the monthly equivalent will be reported in the bid.) **Fee Amount Per Month MUST include a number.** If there is no amount for the service please list 0. The Fees here will be calculated to arrive at a total score for evaluation purposes.



Fixed Fees on a per event basis (Must Include)

Fee Description	Triggering Event***	Fee Amount Per Event
Establish New Account	No Charge	\$0.00
Entering Repayment Letter	Included in above Fee	\$0.00
First Billing Statement - Agency Required Inclusion	Included in above fee is standard statement message	\$0.00
Phone Call Introduction	Per Call (<i>Optional</i>)	\$1.00
Payment Due Date Reminder Email	Included as standard for Borrowers signed up for electronic payment	\$0.00
Phone Call Missed Payment	Per Call (<i>Optional</i>)	\$1.00
Missed Payment Letter	Past due notices included in above pricing.	\$0.00
Missed Payment Email	Past due notices included in above pricing.	\$0.00
Collection Referral Letter	Past due notices included in above pricing.	\$0.00
Phone Call Final Missed Payment	Per Call (<i>Optional</i>)	\$1.00
Paid in Full Letter	Per Loan	\$1.25 / \$0.75 (email)
1098-E Notifications	Per Borrower	\$1.50 / \$1.00 (email)
NSF Notification	No Charge	\$0.00
Total:		

***Enter a description of the triggering event if different from the fee description.
Fee Amount Per Event MUST include a number. If there is no amount for the service please list 0. The Fees here will be calculated to arrive at a total score for evaluation purposes.

Optional Information (bidders may add rows as needed to accommodate additional rates)

Other Fixed Fees on a per account basis. (Please Specify)

Fee Description	Fee Amount Per Month*
Quarterly Repayment	\$2.65
Credit Bureau Reporting	\$0.00
eOSCAR Credit Bureau Disputes	\$10.00 (<i>Handle dispute borrower files with Bureaus</i>)
Red Flag (Basic/Premium)	\$0.00
Regulation Z (Truth In Lending Act)	\$0.00
E-Sign Promissory Notes	\$0.00
Co-Signer E-Sign Authentication	\$0.00
Award Emails/Letters	\$0.00
Web Exit Interviews	\$0.00
Exit Emails/Letters	\$0.00
Mailed Exits	\$0.00
SkipTrace Services (Address and Phone)	\$0.00
Refunds of Overpaid Loans	\$10.00
NSF Charges	\$0.00



Other Fees on a per event basis. (Please Specify)

Fee Description	Fee Amount Per Month*
Professional Services	\$225 Pr Hr. (Client Requested Custom Programming)
Special Letters	\$1.50 (Per Letter)
Special Emails	\$1.00 (Per Email)
Repayment Loan – End of Life	\$2.65 (Per Loan – 1 Month Only)
Deconversion Fee	\$15.00 (Per Loan – End of Contract termination only)
Monthly Enrollment	\$1.00

Certificate Of Completion

Envelope Id: 4A1BA0F4-2448-492B-9FE1-2751C10EBAE9
 Subject: Complete with Docusign: 27PR004 WSAC - UAS Billing Services - Final.pdf
 Source Envelope:
 Document Pages: 201
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed
 Envelope Originator:
 Marla Skelley
 marlas@wsac.wa.gov
 IP Address: 198.239.50.39


Record Tracking

Status: Original 12/31/2025 8:07:53 AM	Holder: Marla Skelley marlas@wsac.wa.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Carahsoft OBO Washington Student Achievement Council	Location: Docusign

Signer Events

Joseph E. Laughlin, CEO
 joseph.laughlin@tsico.com
 Chief Executive Officer
 TSI
 Security Level: Email, Account Authentication
 (None)

Signature

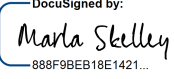
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AEEBF204C3594FA...
 Signature Adoption: Pre-selected Style
 Using IP Address: 97.164.25.253
 Signed using mobile

Timestamp

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 Signed: 12/31/2025 10:20:37 AM

Electronic Record and Signature Disclosure:
 Accepted: 12/31/2025 10:20:30 AM
 ID: 685e8030-71ef-4fbd-abb6-a2eaa6eb1a72

Marla Skelley
 marlas@wsac.wa.gov
 Associate Director
 WSAC
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

888F99EB18E1421...
 Signature Adoption: Pre-selected Style
 Using IP Address: 198.239.50.39

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 Signed: 12/31/2025 10:21:34 AM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Shannon Venezia, PhD
 shannonv@wsac.wa.gov
 Security Level: Email, Account Authentication
 (None)

Signed by:

7D0B17B7E367412...
 Signature Adoption: Pre-selected Style
 Using IP Address: 147.55.130.9

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 Signed: 12/31/2025 10:27:30 AM

Electronic Record and Signature Disclosure:
 Accepted: 12/31/2025 10:26:07 AM
 ID: 465fd700-ddda-444c-aabe-c6e9ef2b9b91

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Carbon Copy Events		
Chastidy Mersmann chastidy.mersmann@tsico.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/31/2025 10:27:37 AM
Genny Johnson genny.johnson@tsico.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/31/2025 10:27:38 AM
Mark Vessey markv@wsac.wa.gov Contracts and Procurement Manager Washington Student Achievement Council Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/31/2025 10:27:39 AM
Witness Events		
Signature		
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Notary Events		
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Timestamp		
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Envelope Sent	Hashed/Encrypted	12/31/2025 8:14:06 AM
Certified Delivered	Security Checked	12/31/2025 10:26:07 AM
Signing Complete	Security Checked	12/31/2025 10:27:30 AM
Completed	Security Checked	12/31/2025 10:27:39 AM
Payment Events		
Status		
Timestamps		
Electronic Record and Signature Disclosure		

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO Washington Student Achievement Council:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: davidm@wsac.wa.gov

To advise Carahsoft OBO Washington Student Achievement Council of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at davidm@wsac.wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO Washington Student Achievement Council

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to davidm@wsac.wa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO Washington Student Achievement Council

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to davidm@wsac.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO Washington Student Achievement Council as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO Washington Student Achievement Council during the course of your relationship with Carahsoft OBO Washington Student Achievement Council.