

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

JONATHAN GIBBS, SUSAN HART,
JACOB LEHMAN, ANNETTE A.
ROBBINS, ARTHUR SPROGIS, and
PAMELA YANGO, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

THE HIGHER EDUCATION LOAN
AUTHORITY OF THE STATE OF
MISSOURI a/k/a MISSOURI HIGHER
EDUCATION LOAN AUTHORITY

Defendant.

Case No. _____

CLASS ACTION

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

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EXHIBITS TO THE COMPLAINT

EXHIBIT A: Contract No. ED-FSA-11-D-0012 (Direct Loan Contract)

EXHIBIT B: Contract No. 91003123D0004 (Unified Servicing and Data Solution Contract)

Plaintiffs Jonathan Gibbs, Susan Hart, Jacob Lehman, Annette A. Robbins, Arthur Sprogis, and Pamela Yango (“Plaintiffs”), individually and on behalf of classes of all other similarly situated persons, bring this action against Missouri Higher Education Loan Authority (“MOHELA” or “Defendant”) for breaches of contract and violations of state consumer protection statutes, and in support thereof state:

I. NATURE OF THE ACTION

1. Since 1993, the Federal Direct Loan Program has provided low-interest, government-backed loans to increase access to higher education in the United States. Such loans have become a critical lifeline for millions of students and their families, in Missouri and throughout all of the United States, as the cost of undergraduate and graduate education has skyrocketed. Today, the average student loan borrower carries a balance of more than \$39,000. What was once a promising pathway to social and economic advancement has become, for many, a source of long-term financial hardship.

2. To administer the federal student loans of nearly 42.5 million borrowers, the U.S. Department of Education (the “Department”) contracts with and assigns third-party student loan servicers to perform services on its behalf, including billing, collections, repayment plan processing, and customer service functions. As the primary (and often only) point of contact for borrowers, these servicers perform the essential task of delivering federally mandated rights and benefits to borrowers, and their failures to do so can cause significant harm.

3. During the pandemic, as other major servicers departed from the industry, MOHELA seized the opportunity to become one of the largest student loan servicers in the country, tripling its portfolio of federal student loans in just a few years. As of March 31, 2024, MOHELA serviced approximately \$380.6 billion in federal student loans covering more than 8 million borrowers across the country. At the same time, MOHELA has struggled to keep up with

its rapid growth, leading to a series of operational failures that continue to negatively impact borrowers across the country. For example, in late 2023, the Department determined that MOHELA had incorrectly inflated the monthly bills for hundreds of thousands of borrowers by relying on outdated information and had separately failed to send timely billing statements to nearly 2.5 million borrowers. These operational failures resulted in the Department withholding payment of \$7.2 million to MOHELA under its federal loan servicing contract, one of the most severe public rebukes of a student loan servicer in recent history.

4. Earlier that same year, as the country recovered from a pandemic-fueled economic crisis, and in an effort to create a stronger safety net for federal student loan borrowers on income-based repayment plans, the Department of Education enacted regulations to transform the then-existing Revised Pay As You Earn (“REPAYE”) plan into the newly branded Saving on a Valuable Education (“SAVE”) plan. Among other things, the SAVE plan offered three primary improvements over the REPAYE plan: (i) an increase of the income exemption threshold, from 150% to 225% of the federal poverty guideline, which significantly reduced monthly payment amounts for low- and middle-income borrowers; (ii) the elimination of “negative amortization” by preventing unpaid interest from accruing, so long as the borrower makes their monthly payment; and (iii) the shortening of time before borrowers can have their remaining loan balances forgiven. With the expiration of certain pandemic-era relief, including a temporary pause on all student loan payments, borrowers across the country looked to the benefits provided under the SAVE plan and related federal regulations to reduce their financial burdens. Unfortunately for millions of borrowers whose loans are serviced by MOHELA, those benefits never came or were subject to lengthy and costly delays.

5. With the implementation of the SAVE plan, MOHELA failed to comply with

federal requirements in three critical ways. *First*, starting on July 30, 2023, federal regulations required MOHELA to automatically transition borrowers on the REPAYE plan to the SAVE plan to receive two key SAVE plan benefits: the increase of the income exemption threshold and the nonaccrual of interest. MOHELA failed to timely do so for a substantial number of borrowers, leading to higher monthly payments and ballooning interest calculations. *Second*, guidance from the Department also required MOHELA to place loans in general forbearance, where interest would not accrue, if MOHELA could not process borrowers' applications to the SAVE plan within 60 days. For nearly a year, MOHELA routinely failed to meet the 60-day application processing requirement yet failed to place SAVE applicants' loans in the correct type of forbearance, leading to the improper accrual of additional interest and often higher monthly payments for those loans. *Third*, after the Eighth Circuit temporarily suspended implementation of the SAVE plan on July 18, 2024, until August 1, 2025 when interest accrual resumed, MOHELA failed to place borrowers' loans in administrative forbearance with a 0% interest rate, as was directed by the Department.¹

6. Together, these servicing failures and the subsequent mishandling of borrower accounts constitute breaches of MOHELA's contractual responsibilities under both its servicing contracts with the Department of Education and borrowers' individual contracts with the federal government. In failing to comply with federal laws, regulations, and guidance, MOHELA also violated state consumer protection laws. As a result, borrowers across the country have had to pay inaccurately inflated monthly payments and have been subject to the continued improper

¹ This litigation remains ongoing. On December 9, 2025, the Department of Education announced a proposed settlement agreement that, if approved by the court, would end the SAVE plan and move all SAVE borrowers into other repayment plans. *See, e.g.*, U.S. Dep't of Educ., *IDR Plan Court Actions: Impact on Borrowers*, <https://studentaid.gov/announcements-events/idr-court-actions> (last updated Dec. 22, 2025).

accrual of interest.

7. The class members here are a broad coalition of student loan borrowers, from across the political spectrum, throughout the country, who have been harmed by MOHELA's failures. Plaintiffs are student loan borrowers who, like other class members, were affected by MOHELA's failures. They now bring this action to enforce their rights and seek damages for the harms that have resulted from MOHELA's failures.

II. JURISDICTION AND VENUE

8. This Court has subject matter jurisdiction over all claims pleaded herein under 28 U.S.C. § 1332(d)(2) because it is a class action where the aggregate amount in controversy is in excess of \$5,000,000, exclusive of interest and costs, at least one member of the proposed classes is a citizen of a state different from the Defendant MOHELA, the proposed classes each consist of more than 100 class members, and none of the enumerated exceptions apply to this action.

9. This Court has personal jurisdiction over MOHELA because it is incorporated, has its principal place of business, has conducted business, and has committed acts and omissions complained of herein in Missouri.

10. Venue is proper here because a substantial part of the events and omissions giving rise to these claims occurred in this District and because MOHELA has conducted, and continues to conduct, business in this District, where it has its principal place of business.

III. THE PARTIES

A. Missouri Higher Education Loan Authority (MOHELA)

11. Defendant Missouri Higher Education Loan Authority ("MOHELA") is a Missouri public corporation with its headquarters in Chesterfield, St. Louis County, Missouri.

12. MOHELA is one of the largest holders and servicers of student loans in the United States. As of June 30, 2024, MOHELA serviced approximately \$328.9 billion in student

loan assets.² It employs a staff of more than 1,200 employees and 2,000 contractors.

B. Plaintiffs

13. Plaintiff Jonathan Gibbs (“Gibbs”) is a resident of Lubbock, Texas. Gibbs took out federal student loans, which MOHELA began servicing in 2017. Gibbs transferred to the REPAYE plan in 2022 and should have been, but was not, automatically provided with the benefits of the SAVE plan after July 2023 as required.

14. Plaintiff Susan Hart (“Hart”) is a resident of Royal Palm Beach, Florida. Hart took out federal student loans, which MOHELA began servicing in 2020, and submitted an application to transfer those loans to the SAVE plan that was not processed within 60 days or placed into forbearance as required.

15. Plaintiff Jacob Lehman (“Lehman”) is a resident of Seattle, Washington. Lehman took out federal student loans, which MOHELA began servicing in 2020. Lehman initially selected the REPAYE plan to pay back his loans, and should have been, but was not, automatically provided with the benefits of the SAVE plan after July 2023 as required. Lehman also submitted an application to transfer his loans to the SAVE plan that was not processed within 60 days or placed into forbearance as required.

16. Plaintiff Annette A. Robbins (“Robbins”) is a resident of Danvers, Illinois. Robbins took out federal student loans, which MOHELA began servicing in 2024, and submitted an application to transfer those loans to the SAVE plan that was not processed within 60 days or placed into forbearance as required.

17. Plaintiff Arthur Sprogis (“Sprogis”) is a New York resident who resided in New

² MOHELA, *2024 Financial Statements and Schedule of Expenditures of Federal Awards*, available at <https://www.mohela.com/DL/common/publicinfo/financialStatements.aspx>.

York, New York during the Class Period, and is currently living abroad in Spain. Sprogis took out federal student loans, which MOHELA began servicing in 2022. Sprogis was enrolled in the REPAYE plan in 2019 and should have been, but was not, automatically provided with the benefits of the SAVE plan after July 2023 as required.

18. Plaintiff Pamela Yango (“Yango”) is a resident of San Anselmo, California. Yango took out federal student loans, which MOHELA began servicing in 2015. Yango was enrolled in the REPAYE plan in or around 2020 and should have been, but was not, automatically provided with the benefits of the SAVE plan after July 2023 as required.

IV. FACTUAL ALLEGATIONS

A. Statutory Framework

1. The Evolution of Student Loans Under the Higher Education Act

19. Congress enacted the Higher Education Act, 20 U.S.C. 28, §§ 1001 *et seq.* (the “HEA”) in 1965 to facilitate and increase access to postsecondary educational opportunities by providing financial assistance. *See* Pub. L. No. 89-329, 79 Stat. 1219 (1965) (“An Act to strengthen the educational resources of our college and universities and to provide financial assistance for students in postsecondary and higher education.”) (cleaned up). This financial assistance takes the form of various grants and loans to students for the purpose of attending colleges and universities.

20. To accomplish this objective, the HEA authorizes several different types of federal student loans, including loans issued by private lenders and guaranteed by the federal government.

21. In 1993, Congress amended the HEA by establishing the William D. Ford Federal Direct Loan Program (the “Direct Loan Program”), through which the U.S. Department of Education (the “Department”) originates and holds federal student loans. The Direct Loan

Program allows the Department to directly lend money to students, without using private lenders as intermediaries.

22. To manage the administration of these loans—including billing, collections, plan processing, and customer service—the Department contracts with third-party entities known as student loan servicers.

23. Student loan servicers, including MOHELA, do not own the loans they service under the Direct Loan Program. Rather, they perform services on behalf of the Department pursuant to servicing contracts. These servicers are responsible for ensuring the Department’s loan programs are administered in compliance with federal statutes, regulations, and guidance, including those governing income-driven repayment (“IDR”) plans such as the Saving on a Valuable Education (SAVE) plan. In IDR plans, student loan payments are calculated based on income, family size, and other factors reflecting the borrower’s ability to pay. Depending on the plan, at the end of the repayment period, any remaining balance that has not been paid off may be forgiven.

24. Because borrowers interact directly with their assigned servicers, the performance of MOHELA and other servicers critically affects borrowers’ access to rights and benefits conferred by federal law, including timely enrollment in repayment plans, accurate billing and interest calculation, and the proper application of qualifying payments toward loan forgiveness programs. Servicers are essential intermediaries between borrowers and the Department, and their failures can cause significant harm to borrowers while frustrating the purposes of the HEA and other pertinent statutes, regulations, and guidance.

25. Despite Congress’s stated goals in enacting the HEA, the cost of higher education in the United States has risen dramatically, placing an increasing financial burden on students

and their families. What was once a pathway to upward mobility is now, for many, a source of long-term financial hardship.

26. Accounting for inflation, the price of education has nearly tripled since 1980.³ Between the 1999-2000 and 2019-2020 school years, tuition at the average 4-year institution increased by 136.5%.⁴

27. These rising costs have consistently outpaced inflation, increasing 41.7% *faster than the rate of inflation* since 2000.⁵ The astonishing escalation of these costs has outstripped wage growth and placed postsecondary education out of reach for many without taking on substantial debt.

28. At the same time, the economic incentives to pursue higher education have become more pronounced. The unemployment rate for individuals who only have a high school diploma is approximately twice as high as that for college graduates. Further, the wage gap between college and high school graduates is higher than it has ever been in history, with college graduates earning approximately twice as much as high school graduates.

29. As of 2025, as a result of these compounding pressures, approximately 42.5 million American student loan borrowers collectively owe about \$1.7 trillion in federal student loan debt. The average borrower carries a balance of approximately \$39,075.⁶

30. Federal student loans have generally served as a more affordable option to finance

³ Brianna McGurran, *College Tuition Inflation: Compare the Cost of College Over Time*, FORBES (May 9, 2023), <https://www.forbes.com/advisor/student-loans/college-tuition-inflation/>.

⁴ Melanie Hanson, *Average Cost of College by Year*, EDUCATION DATA INITIATIVE (Sept. 23, 2023), <https://educationdata.org/average-cost-of-college-by-year>.

⁵ *Id.*

⁶ Melanie Hanson, *Student Loan Debt Statistics*, EDUCATION DATA INITIATIVE (Aug. 8, 2025), <https://educationdata.org/student-loan-debt-statistics>.

higher education, as opposed to private loans. They offer more flexible repayment options, including income-driven repayment plans and public service loan forgiveness, which are designed to reduce the risk of long-term financial distress and help borrowers manage their obligations in proportion to their income.

31. However, the accessibility and functionality of these borrower protections depend almost entirely on the effective administration of loan programs by MOHELA and other student loan servicers. When servicers fail to accurately and promptly implement loan repayment options, borrowers are denied the very assistance that federal law guarantees them, frustrating the HEA's core statutory objectives and deepening the student debt crisis Congress sought to alleviate.

2. Income-Driven Repayment (IDR) Plans

32. IDR plans are a category of repayment options available to federal student loan borrowers. These plans are authorized under the HEA, as amended by the Direct Loan Program, 20 U.S.C. 28, § 1087e(d).

33. IDR plans are designed to ensure that repayment obligations remain manageable relative to a borrower's income and family circumstances.

34. Unlike standard repayment plans, which are based on the borrower's total loan balance amortized over a fixed term, IDR plans calculate monthly payments as a function of the borrower's income and family size. This structure is intended to protect low- and middle-income borrowers from unaffordable loan payments and reduce the risk of delinquency and default.

35. Under an IDR plan, the amount of a borrower's monthly payments is calculated based on the borrower's annual income, rather than the borrower's total loan balance.

36. As of September 2023, there were four IDR plans: (1) Saving on a Valuable Education (SAVE), formerly known as Revised Pay As You Earn (REPAYE); (2) Pay As You

Earn (“PAYE”); (3) Income-Based Repayment (“IBR”); and (4) Income-Contingent Repayment (“ICR”).

37. While each IDR plan has distinct eligibility criteria and repayment formulas, they all share a common underlying structure.

38. First, payments are determined based on a borrower’s “discretionary income,” defined as income that exceeds a certain percentage of the federal poverty guideline, adjusted for family size and state of residence. For example, under the SAVE plan, discretionary income is defined as the difference between (a) the borrower’s adjusted gross income and (b) 225% of the federal poverty guideline.

39. Second, each IDR plan sets the borrower’s monthly payment as a fixed percentage of their annual discretionary income (typically ranging from 10% to 20%), divided by twelve.

3. Federally Held Student Loans Are Subject to a Standard Master Promissory Note

40. In the context of the statutory and regulatory framework described above, every student loan originated and held pursuant to the federal Direct Loan Program is governed by a contract between the Department and the borrower, called a Master Promissory Note (“Master Promissory Note” or “MPN”). The standard Master Promissory Notes that govern the loans at issue here each contain substantially the same key provisions regarding the governing law, the parties’ obligations, and the use of student loan servicers.

41. Borrowers are presented with the terms of these Master Promissory Notes during the loan application process, and a borrower is required to consent to such terms as a condition of completing the application process.

42. As set forth in their terms, the Master Promissory Notes require compliance with

all applicable federal laws and regulations, including the Higher Education Act (HEA), the Department's regulations, and any amendments thereto.

43. The Master Promissory Notes also provide that loan servicers, like MOHELA, are used to handle billing and other communications related to each student loan. Similarly, the Master Promissory Notes also provide that while Direct Loans are originated by the federal government (namely, the Department of Education), the Department "contract[s] with servicers to process Direct Loan payments, deferment and forbearance requests, and other transactions, and to answer questions about Direct Loans."

44. Further, the Master Promissory Notes provide that the interest terms for any loan originated thereunder are calculated in accordance with, and using a formulas specified by, federal laws.

B. The Department of Education Contracts with Student Loan Servicers to Handle the Day-to-Day Administration of Federal Student Loans

45. The Department is the legal holder of federal student loans made under the Direct Loan Program. However, the Department does not directly handle the daily administration of these loans and the servicing of borrowers' accounts. Instead, the Department contracts with student loan servicers to administer and handle most borrower-facing and operational aspects of the Direct Loan Program.

46. Among other things, student loan servicers send monthly billing statements to borrowers, calculate monthly principal and interest payment amounts, collect and process monthly payments, apply these payments to principal and interest balances, maintain loan records, and provide customer service.

47. Student loan servicers also play a central role in implementing statutory and regulatory requirements and borrower protections regarding the Direct Loan Program. Among

other things, student loan servicers receive, review, and process borrower applications for repayment options such as IDR plans.

48. In administering IDR plans, student loan servicers are required to apply governing statutory provisions and to follow the Department’s detailed guidance, including instructions for calculating monthly principal and interest payments and determining eligibility to participate in the plan.

49. Servicers are required to implement the Department’s policies accurately, uniformly, and in accordance with their contractual obligations to the Department. They are prohibited from arbitrarily denying access to benefits available under the HEA, such as IDR enrollment, payment adjustments, or progression toward loan forgiveness.

50. For most borrowers, student loan servicers are the primary—and effectively the only—point of contact for all aspects of their federal student loan obligations. Borrowers rely on servicers to provide timely, accurate, and complete information about repayment options, balances, due dates, and the steps needed to qualify for borrower protections.

51. Because borrowers interact directly with the servicer and not with the Department, the servicer’s conduct has an outsized impact on a borrower’s ability to access and exercise rights conferred by federal law. A servicer’s errors, delays, or misconduct can harm borrowers, including but not limited to missed opportunities for reduced payments, improper accrual of interest, unwarranted delinquency or default, and the loss of qualifying time toward forgiveness.

C. Background on MOHELA

52. MOHELA was established in 1981 pursuant to the Missouri Higher Education Loan Authority Act, Title XI, Chapter 173, Sections 173.350 to 173.445 of the Missouri Revised Statutes (the “Enabling Act”). In creating MOHELA, the Missouri legislature intended to “assure

that all eligible postsecondary education students have access to student loans that are guaranteed or insured.” Mo. Rev. Stat. § 173.360 (1981).

53. MOHELA alternatively describes itself as a non-profit organization or a quasi-governmental entity.⁷ Though its structure is governed by statute, *see* Mo. Rev. Stat. § 173.360, it is empowered to act independently from the state of Missouri⁸ and to acquire, hold, and dispose of personal property, *see* Mo. Rev. Stat. § 173.385.1(14).

54. MOHELA can sue and be sued in its own name. Mo. Rev. Stat. § 173.385.1(3) (defining MOHELA’s powers to include the power to “sue and be sued and to prosecute and defend, at law or in equity, in any court having jurisdiction of the subject matter and of the parties.”). It is also statutorily barred from transferring or depositing any assets to the state of Missouri. *See* Mo. Rev. Stat. § 173.425.

55. Over the first 30 years of its existence, the Enabling Act was amended to provide MOHELA with expanded powers to finance, originate, acquire, and service student loans, including those guaranteed or insured pursuant to the Higher Education Act.⁹ By 2006, MOHELA serviced loans with more than \$5 billion in assets.¹⁰

⁷ Compare MOHELA, *Missouri Contributions*, <https://www.mohela.com/DL/resourceCenter/MissouriContributions.aspx> (last visited Nov. 18, 2025) (describing MOHELA as a “quasi-governmental entity”) with MOHELA, *Get to Know MOHELA*, <https://servicing.mohela.com/Content/pages/Common/About.aspx> (last visited Nov. 18, 2025) (describing MOHELA as a “non-profit organization”).

⁸ *MOHELA Was Caught Lying to Student Loan Borrowers, and Now it Is Quietly Forcing Them to Waive Their Rights*, STUDENT BORROWER PROT. CTR. (Oct. 10, 2024), <https://protectborrowers.org/mohela-was-caught-lying-to-student-loan-borrowers-and-now-it-is-quietly-forcing-them-to-waive-their-rights/>.

⁹ MOHELA, *Financial Statements as of and for the Years Ended June 30, 2006 and 2005, Supplemental Schedule as of June 30, 2006, and Independent Auditors’ Reports*, <https://www.mohela.com/dl/common/publicinfo/financialStatements.aspx?idx=2006> (hereinafter “MOHELA 2006 Report”).

¹⁰ *Id.*

56. As described below, MOHELA shifted gears in 2011 to focus on national federal student loan servicing. MOHELA’s loan portfolio grew steadily through the 2010s. In 2020, the global pandemic caused upheaval in the student loan industry, and MOHELA took the opportunity to fill a vacuum, tripling its portfolio of federal student loans between 2021 and 2024.

57. Despite its rapid expansion and high number of borrower-reported problems, MOHELA continues to present itself as a pinnacle of customer service and support. According to the company: “MOHELA is committed to giving our customers a first-rate experience. To aid in repaying your student loans, we promise to listen, offer customized solutions to meet your specific needs and provide superior guidance as your dedicated resource expert.”¹¹ MOHELA emphasizes its “40 years in the student loan servicing industry.”¹²

1. **MOHELA’s Expansion into the Federal Student Loan Industry Gained Enormous Speed During the Global Pandemic**

58. At the time MOHELA was created, the Missouri legislature intended to create an entity that would support Missouri-based schools and businesses. MOHELA was established “in order to support the efforts of public colleges and universities to create and fund capital projects, and in order to support the Missouri technology corporation’s ability to work with colleges and universities in identifying opportunities for commercializing technologies” Mo. Rev. Stat. § 173.360. The statute defined “[p]ublic colleges and universities” as “any public community college, public college, or public university located in the state of Missouri.” Mo. Rev. Stat. § 173.355(7).

¹¹ MOHELA, *New to MOHELA!*, <https://servicing.mohela.com/Content/pages/Common/Welcome.aspx> (last visited Nov. 18, 2025).

¹² *Id.*

59. MOHELA's focus shifted in 2011, when it entered into its first contract with the Department of Education and began to focus on nationwide loan servicing. Under that contract, MOHELA would service about 100,000 federal loans.¹³

60. At the same time, MOHELA began increasing its Washington, D.C. operations. MOHELA established a Washington, D.C. office in the same building complex that housed the Department of Education's Office of Federal Student Aid ("FSA"). And MOHELA hired an outside firm to lobby Congress and the Department.¹⁴

61. MOHELA's lobbying efforts paid off, and MOHELA continued to expand its federal loan servicing business throughout the 2010s. Nevertheless, MOHELA remained a relatively small player in the Department's overall loan portfolio during that time period. Until the global pandemic, the vast majority of federal student loans were serviced by four main servicers: Sallie Mae (later called Navient), Nelnet, Great Lakes, and the Pennsylvania Higher Education Assistance Agency (PHEAA, operating under the name FedLoan Servicing).¹⁵

62. The global pandemic shook up the federal student loan industry. At the end of 2021, two of the four major loan servicers—Navient and PHEAA—exited the industry, as did several smaller servicers.¹⁶

63. MOHELA took this opportunity to fill the vacuum left by these departures.

¹³ Michael Stratford, *The Student Loan Company Being Used to Attack Biden's Debt Relief Plan*, POLITICO (Dec. 17, 2022), <https://www.politico.com/news/2022/12/17/student-loan-bidens-debt-relief-plan-00074197>.

¹⁴ *Id.*

¹⁵ *The MOHELA Papers: The Rise of a Student Loan Servicing Giant and the Fall of the Student Loan System*, STUDENT BORROWER PROT. CTR. & AM. FED. OF TEACHERS, (Feb. 2024), downloadable at <https://protectborrowers.org/resource/the-mohela-papers-report/>.

¹⁶ AJ Dellinger, *What You Need to Know About the Companies No Longer Doing Federal Student Loan Servicing*, BANKRATE (Oct. 3, 2025), <https://www.bankrate.com/loans/student-loans/servicers-no-longer-working-with-education-department/>.

MOHELA took over most of PHEAA's 8.5 million federal student loan accounts.¹⁷ This takeover included all accounts for which borrowers sought relief under the Public Service Loan Forgiveness program, which cancels the debt of government and nonprofit workers after making ten years of qualifying payments.¹⁸ MOHELA also took on Navient's portfolio of private student loans.¹⁹

64. From 2021 to 2024, MOHELA tripled its portfolio of Department-held federal loans. It also continues to expand its portfolio of private student loans. MOHELA is now one of the largest student loan servicers in the country.²⁰

65. MOHELA has profited, and continues to profit, massively from its ever-expanding loan portfolio. In 2021 alone—just after MOHELA took on the first of its additional federal loan accounts—it brought in \$130 million in revenue.²¹ The bulk of this revenue came from MOHELA's federal student loan servicing contracts. By 2023, MOHELA brought in \$358.6 million in revenue. Of that, \$295 million was derived from servicing fees for federal student loans.²²

¹⁷ *Id.*

¹⁸ Katie Lobosco, *About 2 Million People Are About to Get a New Student Loan Servicer. Here's What You Need to Know*, CNN (June 27, 2022),

<https://www.cnn.com/2022/06/27/politics/fedloan-mohela-new-student-loan-servicer>.

¹⁹ Press Release, Navient, Navient Finalizes Student Loan Servicing Agreement (May 13, 2024), <https://news.navient.com/news-releases/news-release-details/navient-finalizes-student-loan-servicing-agreement>.

²⁰ *The MOHELA Papers*, *supra* n.14; Press Release, Senator Elizabeth Warren, Warren Invites MOHELA CEO to Testify Before Congress About Student Loan Servicing (Mar. 18, 2024), <https://www.warren.senate.gov/newsroom/press-releases/warren-invites-mohela-ceo-to-testify-before-congress-about-student-loan-servicing>.

²¹ Stratford, *supra*, n.12.

²² MOHELA, *Financial Statements and Schedule of Expenditures of Federal Awards* (FY 2023) at 11, 14, accessible at <https://www.mohela.com/DL/common/publicinfo/financialStatements.aspx>.

66. Between June 30, 2022 and June 30, 2023 alone, the total number of loan accounts serviced by MOHELA increased by 2.6 million. The servicing fees pocketed by MOHELA during this time period increased by 160%.²³

67. As of March 31, 2024, MOHELA serviced approximately \$380.6 billion in Department-backed student loans (covering more than 8 million borrowers across the country).²⁴

2. MOHELA's Servicing Contracts with the Department of Education

68. During the period relevant to this action, the Department's Office of Federal Student Aid (FSA) awarded two principal contracts to MOHELA: (1) Contract No. ED-FSA-11-D-0012 (the "Direct Loan Contract" or the "DL Contract"), and (2) Contract No. 91003123D0004 (the "Unified Servicing and Data Solution Contract" or the "USDS Contract"). The DL Contract and the USDS Contract, together, are referred to herein as the "Servicing Contracts."

69. Both the DL Contract and the USDS Contract are Indefinite Delivery, Indefinite Quantity (IDIQ) contracts, which establish a framework for the provision of products and permit the government to subsequently authorize specific work through the issuance of task orders.

70. The DL Contract was awarded to MOHELA on September 27, 2011. The DL Contract governed MOHELA's administration and servicing of Direct Loans and, pursuant to a modification to the contract, also governed MOHELA's administration and servicing of the Public Service Loan Forgiveness Program. MOHELA serviced student loans under the DL Contract until December 31, 2024. More than \$1 billion has been paid to MOHELA under the

²³ *Id.* at 4.

²⁴ MOHELA, Frank Reyes, Chief Financial Officer, FFELP Portfolio and USDS Contract (Oct. 30, 2024), at 5, *available at* <https://www.mohela.com/dl/common/publicInfo/investorInformation.aspx>.

DL Contract.²⁵

71. Under the DL Contract, MOHELA was “responsible for maintaining a full understanding of all federal and state laws and regulations and FSA requirements and ensuring that all aspects of the service continue to remain in compliance as changes occur.” Ex. A, § C.1.4.3. MOHELA was also required under the DL Contract to “provide a service flexible enough to handle new requirements generated by Congress and respond to legislative mandates and policy changes.” *Id.*, § C.1.4.4.

72. The DL Contract contemplates liability by MOHELA to borrowers as third-party beneficiaries, for breaches of MOHELA’s duties under the DL Contract. For example, the DL Contract states the FSA’s “core mission is to ensure that all eligible individuals benefit from federal financial assistance – grants, loans and work-study programs – for education beyond high school.” Ex. A, § C.1.1. The DL Contract further describes its own purpose as “contract[ing] with ‘eligible’ and ‘qualified’ entities to service Title IV student financial aid, in accordance with Section 2212 of the Health Care and Education Reconciliation Act of 2010 (Pub.L. 111-152, 124 Stat. 1029)” *Id.*, § C.1.2. The DL Contract also states: “Borrowers whose loans are not being serviced in compliance with the Requirements, Policy and Procedures for servicing federally held debt due to the fault of the servicer (e.g. correct interest calculations, correct balances, interest determination and calculations, notices sent properly, proper due diligence, etc.), will not be billable to the Government from the initial point of non-compliance.” *Id.*, § B.12.L.

²⁵ USAspending.gov, *Award Profile, Department of Education contract with the Missouri Higher Education Loan Authority, PIID EDFSA11D0012*, https://www.usaspending.gov/award/CONT_IDV_EDFSA11D0012_9100 (last visited Nov. 18, 2025).

73. In addition, the DL Contract incorporates terms and conditions applicable to all Title VI Additional Servicers (“TIVAS”). These TIVAS Terms and Conditions provide, among other things, an ongoing allocation methodology for determining the allocation or assignment of federally held student loans across multiple servicers, including MOHELA. Section B of the TIVAS Terms and Conditions explains: “Each servicer will be assigned an allocation of new volume by dividing that servicer’s total score by the combined total scores of all servicers. The resulting percentage will determine each servicer’s percentage of new volume of Federally Held Debt.” Ex. A, Attach. A-8 at B.

74. The USDS Contract was awarded to MOHELA on April 24, 2023. Like the DL Contract, the USDS Contract similarly governs MOHELA’s administration and servicing of Direct Loans. The USDS Contract was intended to replace existing contracts with student loan servicers, including the DL Contract. MOHELA began servicing student loans pursuant to the USDS contract on April 1, 2024. To date, over \$280 million has been paid to MOHELA under the USDS Contract.²⁶

75. As described therein, the USDS Contract is intended to provide the following:

- Complete Student Loan Servicing;
- Student Loan Consolidation Origination and Disbursement;
- Financial Reporting;
- Processing of Specialty Claims (discharge, forgiveness, and cancellation);
- Complete Fulfillment;
- Operational Reporting;
- Compliance Monitoring; and
- Data Integrations with other FSA Systems.

²⁶ USAspending.gov, *Award Profile, Department of Education contract with the Missouri Higher Education Loan Authority, 91003123D0004*, https://www.usaspending.gov/award/CONT_IDV_91003123D0004_9100 (last visited Nov. 18, 2025).

76. Under the USDS Contract, MOHELA is required to “comply with all applicable Federal and State rules, laws, regulations, and Department guidelines applicable to the USDS Program (including all accessibility elements such as 504/508 compliance).” Ex. B, § I.C.3.1.d. Further, the USDS Contract provides that MOHELA “shall establish a process to monitor changes to applicable laws and regulations to ensure compliance. If [MOHELA] identifies a change in applicable law, [MOHELA] must notify FSA by email to the Contracting Officer (CO) to determine the implications of such change to the Contract, the technical design, and/or operational procedures. This includes any scope changes to the Contract to ensure compliance with applicable Federal and State laws and regulations.” *Id.*

77. The USDS Contract also provides for a “Phase-In-Period” during which MOHELA was required to “prepare to assume full responsibility for all areas of operation in accordance with the terms and conditions of the Contract.” Ex. B, § I.C.3.4.c.iii.1. Before servicing student loans on a “Go-Live” date, MOHELA was required to, among other things, (a) recruit, hire, and train necessary personnel; and (b) establish a loan servicing system for the management of borrower accounts. Ex. B, § C.3.4.c.iii.3.

78. The USDS Contract contemplates liability by MOHELA to borrowers as third-party beneficiaries, for breaches of MOHELA’s duties under the USDS Contract. For example, the USDS Contract explains that the contract “supports the following FSA goals: Provide all federally managed borrowers with complete account management capabilities on StudentAid.gov; Reduce the disruption of account transfers; and Increase accountability for servicers via clear, measurable service-level agreements.” Ex. B, § C.2. The USDS Contract also states: “For any borrower accounts that the USDS Servicer caused or substantially contributed to non-compliant servicing of such borrower accounts, the servicing of such shall not be billable to

FSA from the initial point of occurrence. Such non-compliant servicing includes borrower accounts not being serviced in compliance with any applicable statutory requirements, regulatory requirements, the terms and conditions of the Contract, or FSA guidance.” Ex. B, § I.C.3.1.o.

79. Under the USDS Contract, “[MOHELA] acknowledges that it is not the U.S. Department of Education, and is not acting as the U.S. Government under this Contract. As such, [MOHELA] acknowledges that any claim or defense of Sovereign Immunity or Qualified Immunity is not applicable to work performed under the Contract and any Task Order issued under the Contract.” Ex. B, § I.C.3.1.q.

80. Between April 1, 2024 and October 2024, MOHELA serviced student loans under both the DL Contract and the USDS Contract. During that time, MOHELA gradually transferred loan accounts serviced under the DL Contract (managed through an older servicing platform) to the framework of the USDS Contract (managed through a newer servicing platform provided by Fiserv Solutions, LLC). Thus, the servicing of student loan accounts under the DL Contract was gradually phased out by the end of 2024.

81. While student loan accounts were transitioned to the new servicing platform, MOHELA blocked borrowers’ access to all records via its website for approximately two weeks. After access was restored on the new Fiserv platform, MOHELA blocked borrowers’ access to historical documents, and borrowers were only able to access documents from the date of the platform transfer going forward. To this day, many borrowers are unable to access and retrieve their historical account statements and other important loan documents from MOHELA’s platform.

D. The CARES Act Provides Student Loan Relief During the Pandemic

82. On March 25, 2020, in response to the economic crisis caused by the COVID-19 pandemic, Congress enacted the Coronavirus Aid, Relief, and Economic Security Act (“CARES

Act”).

83. Section 3513 of the CARES Act provided temporary but comprehensive relief to federal student loan borrowers by suspending all payments on federally held student loans, halting collection efforts on defaulted loans, and setting the interest rate on eligible loans to 0%, initially for the period March 13, 2020 through September 30, 2020.

84. The payment pause applied to all loans owned by the Department of Education.

85. The relief provided by the CARES Act was extended multiple times through federal administrative action. Although the statute originally authorized relief only through September 2020, the Department extended the payment pause on eight occasions—ultimately through August 2023—to provide continued relief during the evolving pandemic.

86. The payment pause ended on or around September 1, 2023, pursuant to the Fiscal Responsibility Act of 2023, which included provisions setting the end date for the student loan payment pause.

87. Payments resumed in October 2023, marking the end of the three-year administrative forbearance period that had shielded more than 40 million borrowers from monthly obligations and interest accrual. During this transitional period, the Department and its servicers, including MOHELA, were expected to assist borrowers in reentering repayment and in enrolling or reenrolling in affordable repayment options, including the newly introduced SAVE plan.

E. The SAVE Plan

88. In 2023, the Department of Education introduced the Saving on a Valuable Education (SAVE) plan, which it described and advertised as the most affordable federal student loan repayment option in U.S. history. The Department did not introduce an entirely new plan. Instead, the then-existing Revised Pay As You Earn (REPAYE) plan essentially became the

SAVE plan, which was implemented as part of a broader regulatory overhaul by the Department of income-driven repayment (IDR) plans, pursuant to its authority under the Higher Education Act.

89. The SAVE plan introduced several borrower-protective reforms aimed at reducing monthly payments, limiting interest accrual, and accelerating loan forgiveness. These features were designed to make student loan repayment more affordable and manageable, particularly for low- and middle-income borrowers.

90. First, the SAVE plan expanded the definition of “discretionary income” by raising the income exemption threshold from 150% to 225% of the federal poverty guideline, adjusted for family size and location. This change significantly reduced monthly payment amounts for many borrowers, especially those with lower incomes.

91. Second, the SAVE plan eliminated “negative amortization” by preventing any unpaid monthly interest from being added to a borrower’s loan balance, so long as the borrower makes their required monthly payment—even if that payment is \$0.

92. Third, the SAVE plan shortened the time to forgiveness by implementing a sliding-scale forgiveness timeline. Borrowers with original principal balances of \$12,000 or less can qualify for loan forgiveness after as few as 10 years of qualifying payments, with the forgiveness timeline increasing by one year for each additional \$1,000 borrowed. After 20 years (for borrowers with only undergraduate loans) or 25 years (for those with graduate loans), any remaining balance is forgiven, regardless of the amount initially borrowed.

93. On July 10, 2023, the Department published a Final Rule, modifying the existing REPAYE plan and renaming it the SAVE plan. The Department specified in its Final Rule that borrowers on REPAYE would automatically receive the benefits associated with the SAVE plan,

without having to submit any application or documentation:

The Department initially contemplated creating another repayment plan. After considering concerns about the complexity of the student loan repayment system and the challenges of navigating multiple IDR plans, we instead decided to reform the current REPAYE plan to provide greater benefits to borrowers. However, given the extensive improvements being made to REPAYE, we have decided to rename REPAYE as the Saving on a Valuable Education (SAVE) plan. This new name will reduce confusion for borrowers as we transition from the existing terms of the REPAYE plan. Borrowers currently enrolled on the REPAYE plan will not have to do anything to receive the benefits of the SAVE plan, and the new name will be reflected on written and electronic forms and records over time.²⁷

94. The effective date of the regulations implementing the SAVE plan was July 1, 2024.

95. However, the Secretary of Education exercised his authority under Section 482(c) of the HEA to designate certain of the regulatory changes for implementation beginning on July 30, 2023.²⁸ Specifically, the Secretary designated the following provisions for implementation beginning on July 30, 2023: “[i]ncreasing the income exemption to 225 percent of the applicable poverty guideline in the REPAYE plan as described in § 685.209(f)” and “[n]ot charging accrued interest to the borrower after the borrower’s payment on REPAYE is applied as described in § 685.209(h)”.

²⁷ Improving Income Driven Repayment for the William D. Ford Federal Direct Loan Program and the Federal Family Education Loan (FFEL) Program, 88 Fed. Reg. 43820, 43822 (July 10, 2023); *see also* William D. Ford Federal Direct Loan Program, 34 C.F.R. § 685.209(a) (listing the four IDR plans, including “[t]he Revised Pay As You Earn (REPAYE) Plan, which may also be referred to as the Saving on a Valuable Education (SAVE) plan”).

²⁸ Improving Income Driven Repayment for the William D. Ford Federal Direct Loan Program and the Federal Family Education Loan (FFEL) Program, 88 Fed. Reg. 43820, 43820-21 (July 10, 2023); *see also* William D. Ford Federal Direct Loan Program, 34 C.F.R. § 685.209(f) (payment-threshold benefit), § 685.209(h) (nonaccrual of interest benefit).

F. MOHELA Is Repeatedly Warned of the Need to Adequately Prepare for the Post-Pandemic Return to Repayment

96. In the years leading up to the return to repayment, MOHELA was repeatedly warned that it needed to take all measures necessary to ensure that borrowers would be subject to the terms of the appropriate repayment plan once their loans transitioned back to repayment status. MOHELA was also constantly reminded of its obligation to comply with Department of Education regulations and instructions in servicing federal student loans, and to communicate transparently with borrowers regarding the status of their loans. Despite the repeated warnings, MOHELA grossly failed at each of these obligations.

1. The June 2021 Letter to MOHELA

97. On June 21, 2021, three U.S. Senators sent a letter (the “June 2021 Letter”) to Raymond H. Bayer, Jr., MOHELA’s then-Chief Executive Officer (“CEO Bayer”).²⁹ The purpose of the letter was to request information regarding MOHELA’s “plans to support the millions of federal student loan borrowers who are scheduled to transition into repayment once the pause on their loan payments and interest ends in September.”

98. The letter notes that the “student loan payment and interest pause presents MOHELA and other servicers with an opportunity to enroll borrowers in an appropriate repayment plan and to avoid dropping them into an untenable situation when their payments resume, but this will require a coordinated and proactive approach that goes beyond blanket emails and form letters.”

99. The letter concluded by asking for information about the number of borrowers

²⁹ Letter from Senators Warren, Markey and Smith to Raymond Bayer, CEO, MOHELA (June 21, 2021), <https://www.warren.senate.gov/imo/media/doc/2021.06.21%20Letter%20to%20MOHELA%20re%20Restarting%20Student%20Loan%20Repayments.pdf>.

that will transition back into repayment, what proactive approaches were taken to ensure borrowers are on the right repayment plan, and information on the breakdown of federal direct loans, among other information.

100. On July 6, 2021, MOHELA responded to the June 2021 Letter. MOHELA represented that it was “making outbound calls to ‘check in’ with borrowers which includes repayment plan information,” that it was “[a]ctively recruiting, hiring, and training Customer Service Representatives,” conducting “[r]efresher training,” and “on schedule” to hire and train 74 staff members, after laying off a total of 63 “early in the pandemic.”³⁰

2. The December 2021 Letter to MOHELA

101. On December 2, 2021, four U.S. Senators sent another letter (the “December 2021 Letter”) to MOHELA CEO Bayer.³¹

102. The December 2021 Letter warned that repayment would resume on student loan borrowers’ federal loans in 60 days, and that the “simultaneous restart of 32 million borrowers’ loans, half of whom will also be transferring to a new loan servicer, marks an unprecedented event with a heightened risk of borrower harm.”

103. The December 2021 Letter noted that servicers had reported that they needed “more time to ensure that staffing was adequate to support borrowers, estimating that they would need from 57 to as many as 900 hires” and that the “process of recruiting, hiring, training, and supervising additional staff was expected to take three to four months.

³⁰ Letter from MOHELA to Senators Warren, Mackey, and Smith (July 6, 2021), <https://www.warren.senate.gov/imo/media/doc/Student%20Loan%20Servicer%20Responses.pdf>

³¹ Letter from Senators Warren, Van Hollen, Blumenthal, and Smith to Loan Servicer CEOs (Dec. 2, 2021), <https://www.warren.senate.gov/imo/media/doc/2021.12.2%20Letter%20to%20continuing%20federal%20student%20loan%20servicers.pdf>.

104. On June 23, 2021, the Senators asked that the Department delay the repayment restart date based on their findings.

105. In August 2021, the Department of Education announced it was pushing back the payment restart date to January 31, 2022.

106. The December 2021 Letter also emphasized that FSA had announced new servicer contract extensions “with new and higher standards for the level of service student borrowers will receive,” including performance metrics for customer service representatives’ ability to answer borrower questions and help with navigating repayment options, along with expanded call center hours. The letter specifically warned MOHELA that “servicers will need to work urgently to hire and train staff to meet these higher thresholds in time for the payment restart.”

107. The December 2021 Letter concluded with requests for information on MOHELA’s “readiness for the restart of payments and to meet FSA’s stronger standards for protecting borrowers,” including what proactive steps MOHELA had taken to ensure borrowers would successfully transition back to repayments and to ensure borrowers were placed on the right payment plan, details on outreach to borrowers, overviews on the increase in hiring and on training new staff, and whether FSA’s new expectations would be met.

3. The July 2023 Letter to MOHELA

108. On July 18, 2023, six U.S. Senators sent a letter (the “July 2023 Letter”) to Scott Giles, MOHELA’s Chief Executive Officer (“Mr. Giles”).³²

³² Letter from Senators Warren, Blumenthal, Van Hollen, Markey, Brown and Mendez to Anthony Hollin, CEO of EdFinancial, Bruce Caswell, CEO of Maximus Federal Services, Inc., Scott Giles, CEO of MOHELA, and Jeffery Noordhoek, CEO of Nelnet (July 18, 2023), <https://www.warren.senate.gov/imo/media/doc/Letter%20to%20Servicers.pdf>.

109. The July 2023 Letter inquired regarding MOHELA’s “plans to support the more than 40 million federal student loan borrowers who will resume payments on their student loans for the first time in more than three and a half years following the enactment of the *Fiscal Responsibility Act*, which codifies the termination of the suspension on loan payments, interest, and collections related to the COVID-19 pandemic on August 30, 2023.”

110. The July 2023 Letter stated that “it is critical that servicers dedicate sufficient staff to respond to borrowers seeking information about the return to repayment, provide accurate information to borrowers about their payment obligations and options to manage their loan, ensure borrowers are assigned to the appropriate payment plan, and notify borrowers about any changes on a timely basis.”

111. On August 8, 2023, MOHELA responded to the July 2023 Letter and provided the following information:³³

- As of February 1, 2020, MOHELA serviced 2,464,028 student borrowers;
- As of August 3, 2023, MOHELA serviced 7,773,939 student borrowers;
- From June 1, 2023 until July 26, 2023, 362,441 borrowers contacted MOHELA via the internet or by phone;
- As of February 1, 2023, MOHELA had 483 staff;
- As of August 8, 2023, MOHELA claimed to have “474 released customer service representatives” and another “606 in various stages of training;” and
- MOHELA projected a total need of 1,177 customer service agents, which it claimed to be “97 away” from having.

³³ Letter from MOHELA to Senators Warren, Blumenthal, Van Hollen, Markey, Brown, and Menendez (Aug. 8, 2023), <https://www.warren.senate.gov/imo/media/doc/Servicers%20Responses.pdf>.

112. In addition, in its response, MOHELA claimed it could not afford to add sufficient staff.

4. The September 2023 Letter to Secretary Cardona

113. On September 21, 2023, six U.S. Senators sent a letter (the “September 2023 Letter”) to then-Secretary of Education Miguel Cardona.³⁴

114. The September 2023 Letter addressed the consequences of the processing issues and long wait times, stating that “MOHELA services more than 8 million borrowers, many of whom have suffered negative economic and mental health consequences as a result of these longstanding servicing issues.”

5. The October 2023 Decision Memorandum

115. On October 29, 2023, the Department published an internal memorandum titled “Request Approval: Use of Secretary’s Compromise Authority for Remediating Potential Harm to Borrowers Caused by Return to Repayment Servicing Errors” (the “October 29 Memo”).³⁵

116. The October 29 Memo “identified several cohorts of borrowers returning to repayment who may have been harmed by servicing errors.”

117. The October 29 Memo notes that “FSA and servicer call centers have struggled to handle the volume of borrowers seeking information and making repayment arrangements.” It also states that “only half of borrowers trying to call their servicer this week actually got through

³⁴ Letter from Senators Warren, King, Padilla, Menendez, Markey and Booker to Secretary of Education Miguel Cardona (Sept. 21, 2023),

https://www.king.senate.gov/imo/media/doc/letter_to_secretary_cardona.pdf.

³⁵ Decision Memorandum from the Executive Director, Vendor Oversight & Program Accountability to James Kvaal, Undersecretary, Department of Education on Request Approval: Use of Secretary's Compromise Authority for Remediating Potential Harm to Borrowers Caused by Return to Repayment Servicing Errors (Oct. 29, 2023),

<https://www.ed.gov/sites/ed/files/policy/gen/leg/foia/decision-memorandum-return-to-repayment-servicing-errors-10-29-23-signed-redacted.pdf>.

(approximately 52 percent abandonment rate).” Moreover, according to the October 29 Memo, FSA’s call monitoring team listened into calls between borrowers and servicers where customer service representatives simply advised customers to submit new applications online.

118. The October 29 Memo confirms that the “issues contributing to these servicing errors were largely out of the borrower’s control.”

119. The October 29 Memo assesses the potential for litigation “against the Department or one of FSA’s vendors (e.g., a class action lawsuit)” and observes that “[i]f FSA does not fully remediate the harm experienced by borrowers due to servicing errors, there is a significant litigation risk against the Department and/or our vendors.”

120. The October 29 Memo acknowledges some of the serious legal consequences of servicer failings:

It is likely that, if FSA fails to fully remediate these borrowers as promised, borrowers who were financially harmed due to servicing errors would seek a legal remedy against their servicers and/or the Department. Although the Department is immune from certain types of borrower claims related to servicing and oversight of servicers, liability for the servicers themselves could also limit the Department’s ability to enforce these loans in full in the future.

Additionally, these servicing errors potentially violate several federal and state consumer protection laws. Federal and state regulators who are currently conducting supervisory examinations of FSA’s loan servicers to monitor return to repayment have already indicated that if FSA does not fully remediate these borrowers, they will likely find violations of their consumer protection laws and require servicers to remediate the problems experienced by borrowers themselves and impose monetary fines against the servicers, while not fully fixing the problems caused for borrowers. Servicers facing these penalties may file “Requests for Equitable Adjustments” (REAs) demanding that FSA reimburse them for the additional costs beyond those clearly attributable to their own errors, such as receiving conflicting information from prior servicers and unclear or erroneous information from FSA.

6. The November 2023 Letter to MOHELA

121. On November 7, 2023, four U.S. Senators sent a letter (the “November 2023 Letter”) to MOHELA.³⁶

122. The November 2023 Letter described the Department of Education’s decision to withhold a \$7.2 million payment to MOHELA because it “failed to meet its basic obligation by failing to send billing statements on time to 2.5 million borrowers,” leaving more than 830,000 borrowers delinquent on their loans.

123. The November 2023 Letter then recounted that the Department subsequently required MOHELA to place all affected borrowers in administrative forbearance while “MOHELA cleans up its mess.” It called out MOHELA for misinforming borrowers that “[d]aily interest continues to accrue on [their] loans” during the administrative forbearance, despite the Department’s explicit announcement that it would “adjust to zero any interest that accrues” during the forbearance.

124. The November 2023 Letter concluded: “Your failure to meet this fundamental loan-servicing responsibility places hundreds of thousands of borrowers at risk of financial anxiety and insecurity. MOHELA must get its house in order immediately.”

7. The May 2024 Letter to Secretary Cardona

125. On May 8, 2024, ten U.S. Senators sent a letter (the “May 2024 Letter”) to then-Secretary of Education Miguel Cardona.³⁷

³⁶ Letter from Senators Markey, Warren, Van Hollen, and Blumenthal to Scott Giles, CEO, MOHELA (Nov. 7, 2023), https://www.markey.senate.gov/imo/media/doc/letter_to_mohela_on_borrowers_-_110723pdf.pdf.

³⁷ Letter from Senators Warren, Blumenthal, Wyden, Merkley, Warnock, Butler, Sanders, Van Hollen, Markey and Welch to Secretary of Education Miguel Cardona (May 8, 2024), <https://www.insidehighered.com/sites/default/files/2024->

126. The May 2024 Letter described FSA’s decision to begin transferring a portion of MOHELA’s borrower accounts to other federal student loan servicers starting in April 2024. FSA’s announcement at the time specified that these transfers were requested by MOHELA.

127. The May 2024 Letter also noted “a host of failures by MOHELA during the return to repayment after the COVID-19 pause on student loan payments, interest, and collections ended” and observed that “[w]hile every servicer failed to adequately prepare for the return to repayment, MOHELA made over **1.5 million more billing-related errors than all other servicers combined.**” (emphasis added.)

128. Finally, the May 2024 Letter recounted that on April 10, 2024, the Senate Banking, Housing, and Urban Affairs Subcommittee held a hearing to investigate MOHELA’s record as a servicer and hear testimony from MOHELA’s Chief Executive Officer, Scott Giles. MOHELA responded with a letter from its counsel stating without any explanation that Mr. Giles would not be able to testify at the hearing, and requesting that the Subcommittee hold the public hearing in abeyance and proceed with private briefings instead.

8. The September 2024 Letter to Secretary Cardona

129. On September 9, 2024, fifty members of Congress sent a letter (the “September 2024 Letter”) to then-Secretary of Education Miguel Cardona.³⁸

130. In the September 2024 Letter, the members of Congress stated: “Given ongoing concerns about MOHELA’s failures, we urge the Department of Education (ED) to immediately review whether MOHELA is meeting its contractual obligations as a student loan servicer and

[05/Letter%20to%20ED%20re%20MOHELA%20failures.pdf](#).

³⁸ Letter from Senators Warren *et. al.* and Members of Congress Thompson *et. al.* to Secretary of Education Miguel Cardona (Sept. 9, 2024), <https://protectborrowers.org/wp-content/uploads/2024/09/congressional-letter-MOHELA-2024-09-10-092300.pdf>.

implement any corrective measures necessary, including the potential termination of MOHELA’s contract if warranted.”

131. The September 2024 Letter made reference to lawsuits filed by the American Federation of Teachers (AFT) and the Project on Predatory Student Lending (PPSL).

132. The September 2024 Letter stated that, although MOHELA “received \$1.1 billion to date to service student loans for 8 million borrowers,” it kept making “what appear to be careless, blatant, and harmful violations of ED guidance exposed by the AFT and PPSL suits, [which] suggest, once again, that MOHELA cannot be trusted to meet its contractual obligations as a federal student loan servicer.”

G. MOHELA’S Gross Servicing Failures Compromise the Implementation of the SAVE Plan and Harm Borrowers

133. In October 2023, multiple news outlets and the Department revealed that more than 400,000 federal student loan borrowers were billed an incorrect monthly payment amount under IDR plans, including the newly implemented SAVE plan. Specifically, MOHELA used outdated 2022 federal poverty guidelines rather than the applicable 2023 figures to calculate borrowers’ discretionary income. This error resulted in significantly inflated monthly payments for hundreds of thousands of borrowers, directly undermining the goals of the SAVE plan.

134. In addition to miscalculating payment amounts, the Department found that MOHELA failed to send timely billing statements to approximately 2.5 million borrowers. These failures led to confusion, missed payments, and widespread borrower distress—just as federal student loan payments resumed after a three-year pandemic-related pause.

135. As a result of these critical operational failures, the Department concluded that MOHELA had committed what it described as “gross servicing errors.” In response, as discussed above, the Department announced it would withhold a \$7.2 million monthly payment owed to

MOHELA under its federal servicing contract. This withholding was one of the most severe public enforcement actions taken against a federal student loan servicer in recent history and underscored the Department's assessment that MOHELA had breached its contractual obligations and failed to meet federally mandated servicing standards.

136. These errors occurred during a period of heightened borrower vulnerability and system-wide transition, as payments resumed for the first time since March 2020. Rather than providing accurate information and effective support to borrowers, MOHELA's conduct imposed additional administrative and financial burdens on borrowers attempting to navigate an already complex system.

137. The Department's enforcement action against MOHELA reflects the federal government's acknowledgment that MOHELA failed to fulfill its critical role as a federally contracted servicer. The financial consequences of MOHELA's failures have fallen primarily on borrowers, many of whom were misled, overcharged, or penalized due to MOHELA's gross failures.

H. MOHELA Fails to Implement the SAVE Plan in Compliance with the Department's Instructions and Applicable Law

138. MOHELA's widespread servicing failures during the rollout of the SAVE plan deprived borrowers of the economic protections and benefits promised under federal law. Rather than executing the SAVE plan in accordance with the Department's regulations, instructions and regulatory guidance, MOHELA's mismanagement and failures harmed borrowers, including by obstructing their access to lower monthly payments, interest relief, and eventual loan forgiveness.

139. As described in more detail below, this lawsuit challenges three categories of major failures by MOHELA that harmed numerous borrowers throughout the United States:

a. First, MOHELA failed to immediately and automatically provide borrowers on REPAYE with the benefits of the SAVE plan after July 2023, as MOHELA was required to do.

b. Second, MOHELA failed to timely process borrowers' SAVE applications and failed to place SAVE applicants' loans in forbearance or the correct type of forbearance, as MOHELA was required to do.

c. Third, after an administrative stay was entered on July 18, 2024, temporarily suspending the implementation of the remaining provisions of the SAVE plan, MOHELA failed to place borrowers' loans in administrative forbearance with a 0% interest rate, as MOHELA was required by the Department to do.

140. The harms to borrowers were exacerbated by what has been described as a “call deflection” scheme that MOHELA implemented to avoid providing live customer support. This scheme was uncovered through public records requests and a detailed investigative report published by the American Federation of Teachers (AFT) and the Student Borrower Protection Center (SBPC) under the Missouri Sunshine Law.

141. Internal documents revealed that MOHELA explicitly instructed its call center representatives to deflect borrowers from seeking or receiving live assistance. Representatives were directed to refer borrowers to MOHELA's website, the Department's Federal Student Aid portal, and other self-service options, rather than engage with them directly to resolve urgent or complex issues.

142. MOHELA went so far as to request that the Department exclude its phone number from borrower-facing communications and instructed the Department to avoid language such as “call or chat with your servicer.” These efforts reflect a deliberate attempt by MOHELA to avoid

accountability and limit borrower access to the very support that servicers are contractually obligated to provide.

143. Compounding these accessibility barriers, MOHELA’s website—its primary self-service platform—was completely inaccessible to many borrowers from November 15 to December 12, 2023, due to unresolved login issues that MOHELA attributed to ongoing and undefined “server improvements.” During this period, borrowers were effectively cut off from all means of managing their loan accounts or submitting an online SAVE plan application.

144. MOHELA itself identified at least 28 borrower account issues for which no self-service tools were available online. In other words, borrowers were explicitly told to use digital self-service options while MOHELA simultaneously admitted that many critical borrower needs could only be resolved through direct human interaction—support MOHELA intentionally suppressed.

145. Through these systemic failures and deliberate avoidance strategies, MOHELA failed to fulfill its legal obligations as a federal student loan servicer and materially interfered with borrowers’ statutory rights under the HEA. These failures caused concrete harm, including financial losses administrative confusion, and loss of time toward loan forgiveness.

1. **MOHELA Failed to Immediately and Automatically Provide Borrowers on REPAYE with the Benefits of the SAVE Plan**

146. Pursuant to the regulations promulgated by the Department, MOHELA and other federal loan servicers were required, after July 30, 2023, to automatically apply certain important benefits of the newly implemented SAVE plan to all borrowers enrolled in the REPAYE plan, without requiring any additional action by the borrower.³⁹ This automatic conversion was a core

³⁹ See William D. Ford Federal Direct Loan Program, 34 C.F.R. § 685.209(f) (payment-threshold benefit), § 685.209(h) (nonaccrual of interest benefit); see also Improving Income Driven

part of the Department’s phased rollout of the SAVE plan in 2023.

147. Contrary to this directive, MOHELA failed to automatically provide all eligible REPAYE borrowers with the benefits of the SAVE plan. Worse, it erroneously instructed some borrowers to affirmatively apply for the SAVE plan, sowing confusion. These incorrect instructions directly contradicted public assurances by the government that no application would be required for REPAYE participants.⁴⁰

148. Compounding the harm, MOHELA also mistakenly transferred certain borrowers into the standard or “level” repayment plan, a fixed-payment plan that does not consider income and typically results in substantially higher monthly payments. Under a standard or level plan, borrowers pay a fixed monthly amount designed to repay the loan over a set period (usually 10 years for most loans, and up to 30 years for consolidated loans) regardless of the borrower’s ability to pay.

149. These erroneous transfers to higher-payment plans deprived borrowers of the core benefits of the SAVE plan, including lower income-based payments and protection against interest accumulation. Some borrowers experienced significant financial strain as a result,

Repayment for the William D. Ford Federal Direct Loan Program and the Federal Family Education Loan (FFEL) Program, 88 Fed. Reg. 43820, 43820 (July 10, 2023) (designating the payment-threshold and nonaccrual of interest benefits of the SAVE plan for early implementation beginning on July 30, 2023 pursuant to Section 482(c) of the HEA); *id.* at 43822 (“Borrowers currently enrolled on the REPAYE plan will not have to do anything to receive the benefits of the SAVE plan, and the new name will be reflected on written and electronic forms and records over time.”).

⁴⁰ See *FACT SHEET: The Biden-Harris Administration Launches the SAVE Plan, the Most Affordable Student Loan Repayment Plan Ever to Lower Monthly Payments for Millions of Borrowers*, WHITE HOUSE BRIEFING ROOM (Aug. 22, 2023), <https://bidenwhitehouse.archives.gov/briefing-room/statements-releases/2023/08/22/fact-sheet-the-biden-harris-administration-launches-the-save-plan-the-most-affordable-student-loan-repayment-plan-ever-to-lower-monthly-payments-for-millions-of-borrowers/> (“Borrowers who are already on the REPAYE plan will be automatically enrolled in the SAVE plan and see their payments automatically adjust with no action on their part.”).

including overdrafts, missed payments and penalties, and disruption to household budgeting. Furthermore, borrowers were forced to allocate more payments towards interest that should not have been charged in the first place, rather than paying down their principal.

150. In cases where borrowers who should have automatically received the benefits of the SAVE plan without applying, applied for the SAVE plan directly, whether out of confusion or necessity, MOHELA failed to timely review and process those applications, often leaving borrowers in limbo for weeks or months. During this period, affected borrowers were required to continue making payments under their previous, often higher, repayment plans, even though they were eligible for, and should automatically have had, substantially lower monthly obligations under SAVE.

151. MOHELA's failure to comply with the Department's requirements regarding REPAYE enrollees and MOHELA's subsequent mishandling of borrower accounts represents a fundamental breach of its contractual and regulatory responsibilities. These failures not only undermined the Department's rollout of the SAVE plan but also caused borrowers to suffer immediate financial harm.

2. MOHELA Failed to Process SAVE Applications in a Timely Manner, and Failed to Place SAVE Applicants' Loans in Forbearance or the Correct Type of Forbearance

152. Under Department guidance, MOHELA was required to process applications to the SAVE plan in a timely manner, consistent with both its federal Servicing Contracts and the statutory purpose of the HEA. Specifically, upon receipt of a borrower's SAVE plan application, MOHELA was required to place the borrower's loans into a temporary status known as processing forbearance, which lasts up to 60 days.⁴¹ During this period, interest continues to

⁴¹ See 34 C.F.R. § 685.205(b)(9) (providing that the Secretary of the Department of Education

accrue, but borrowers are not required to make payments while the application is under review.

153. Until August 1, 2025, if MOHELA failed to complete the processing of a SAVE application within the 60-day window, guidance from the Department of Education required that the borrower's account be placed into general administrative forbearance, a status under which interest did not accrue and the borrower continued to be protected from required monthly payments while waiting for resolution.⁴²

154. Under both the DL Contract and the USDS Contract, MOHELA is required to comply with all Department policies and guidelines, including the requirement to place borrowers with SAVE applications not processed within 60 days into zero-interest general forbearance. *See* Ex. A § C.1.4.3-4; Ex. B § C.3.1.d.

155. MOHELA repeatedly failed to follow these protocols, resulting in extended delays, improper interest charges, and avoidable borrower confusion.

156. In numerous cases, MOHELA failed to place borrowers with pending SAVE applications into general administrative forbearance even though their applications had remained unprocessed by MOHELA for more than 60 days. As a result, borrowers were left in interest-accruing processing forbearance when they should have been in general administrative

only grants administrative forbearance, during which interest accrues, for “up to 60 days”).

⁴² *See* U.S. Dep't of Educ., *Department of Education Updates on Saving on a Valuable Education (SAVE Plan)* (update as of Aug. 14, 2024) (“SAVE borrowers will not accrue interest on their loans during the forbearance.”), accessible at <https://web.archive.org/web/20240919090330/http://www.ed.gov/higher-education/manage-your-loans/save-plan>; *id.* (update as of 1/15/25) (“Under this general forbearance...interest is not accruing.”), accessible at <https://web.archive.org/web/20250128181442/https://www.ed.gov/higher-education/manage-your-loans/save-plan>. *See also* *See, e.g.,* U.S. Dep't of Educ., *U.S. Department of Education Continues to Improve Federal Student Loan Repayment Options* (July 9, 2025), <https://www.ed.gov/about/news/press-release/us-department-of-education-continues-improve-federal-student-loan-repayment-options-addresses-illegal-biden-administration-actions> (announcing SAVE zero-interest policy would end on August 1, 2025).

forbearance, in direct violation of Department policy and causing financial harm to borrowers.

157. Examiners from the Consumer Financial Protection Bureau found that,

servicers engaged in unfair acts or practices when they caused consumers to experience excessive delays in processing times for IDR applications. In many reviewed files, it took more than 90 calendar days for servicers to process the IDR applications. These delays caused or were likely to cause substantial injury as interest continued to accrue while servicers processed IDR applications, so excessive delays likely resulted in unnecessary accrued interest. In addition, the delays may have prevented borrowers from making payments which count towards loan forgiveness. These delays also caused borrowers considerable frustration and wasted time as they repeatedly tried to obtain information from servicers about the status of their applications. Consumers could not reasonably avoid the injury because they do not choose their servicer and have no control of how long it takes servicers to review and evaluate borrowers' applications. The injury to consumers was not outweighed by countervailing benefits to consumers or to competition.⁴³

158. In other instances, MOHELA failed to place borrowers in any type of forbearance (i.e., not even processing forbearance) after receiving their SAVE applications, allowing payments to resume and interest to accrue as if no application had been submitted. Borrowers in these cases were penalized for attempting to access a benefit to which they were legally entitled and, after their applications remained unprocessed for more than 60 days, were further harmed by interest wrongfully continuing to accrue.

159. MOHELA also wrongfully denied or canceled SAVE plan applications without providing any explanation, notice of deficiency, or meaningful opportunity for the borrower to correct supposed issues. This lack of transparency violates core principles of procedural fairness and directly contradicts Department guidance, which requires servicers to notify borrowers of

⁴³ See Cons. Fin. Prot. Bureau, *Supervisory Highlights: Special Edition Student Lending, ISSUE 36 (WINTER 2024)* (Dec. 16, 2024), https://files.consumerfinance.gov/f/documents/cfpb_supervisory-highlights-special-ed-student-lending-issue-36-winter_2024-12.pdf.

any missing or deficient application materials.

160. These failures caused harm, including financial harm, to borrowers, many of whom were relying on the SAVE plan as a means to manage their debt after the resumption of federal student loan repayment in late 2023. MOHELA's conduct failed to meet the minimum standards of accuracy, responsiveness, and good faith required of federal student loan servicers.

3. MOHELA Failed to Place SAVE Borrowers' Loans in General Administrative Forbearance Following the July 18, 2024 Administrative Stay

161. On April 9, 2024, the Attorneys General of seven states (the "States") filed suit against the Department in the U.S. District Court for the Eastern District of Missouri. The States asserted a variety of constitutional and statutory challenges to the SAVE plan, alleging that it exceeded the Department's statutory authority under the HEA and violated the Appropriations Clause of the U.S. Constitution and the Administrative Procedure Act (APA). The States sought to enjoin the implementation and enforcement of the SAVE plan in its entirety.

162. On June 24, 2024, the district court granted in part the States' motion for preliminary injunction. The court agreed with the States that the loan forgiveness provisions of the SAVE plan raised serious legal questions and could potentially cause irreparable harm to the States. Accordingly, the court enjoined the implementation of the SAVE plan's forgiveness provisions pending final resolution of the case.

163. However, the court **did not enjoin** the other components of the SAVE plan, including the revised payment-threshold provision and the nonaccrual of unpaid interest, which prevents loan balances from growing when borrowers make their required payments. These key borrower protections remained fully in effect following the district court's ruling.

164. Therefore, if borrowers had their applications processed, they would have been able to benefit from those provisions while the partial injunction was in effect.

165. The Department filed a notice of appeal of the district court's injunction to the U.S. Court of Appeals for the Eighth Circuit. At the same time, the States cross-appealed, arguing that the district court's partial injunction was too narrow and requesting that the court expand the injunction to cover the entire SAVE plan, including the repayment and interest provisions.

166. The district court denied the States' request for an expanded injunction pending appeal. The States then renewed their request before the Eighth Circuit by filing an emergency motion for an injunction pending appeal, seeking to immediately suspend the implementation of all components of the SAVE plan while the appeal was pending.

167. On July 18, 2024, the Eighth Circuit issued an administrative stay, temporarily suspending the implementation of the remaining provisions of the SAVE plan, including the payment-threshold and nonaccrual of interest features, pending resolution of the States' emergency motion. The administrative stay did not represent a ruling on the merits but functioned as a procedural pause to preserve the status quo while the court considered the States' motion for a broader injunction.

168. Immediately after the Eighth Circuit's administrative stay was issued, the Department directed and announced that borrowers who were on the SAVE plan when the stay was issued would be placed in administrative forbearance with a 0% interest rate:

Borrowers enrolled in the SAVE Plan will be placed in an interest-free forbearance while our Administration continues to vigorously defend the SAVE Plan in court.⁴⁴

⁴⁴ U.S. Dep't of Educ., *Statement from U.S. Secretary of Education Miguel Cardona on the 8th Circuit Court of Appeals' Ruling on Biden-Harris Administration's Saving a Valuable Education (SAVE) Plan* (July 19, 2024), <https://web.archive.org/web/20240719140539/https://www.ed.gov/news/press-releases/statement-us-secretary-education-miguel-cardona-8th-circuit-court-appeals-ruling->

169. Accordingly, the Department instructed servicers not to bill borrowers on the SAVE plan and specified that their loans should not accrue interest while the litigation was ongoing.

170. Contrary to the Department's direction, SAVE plan borrowers whose loans were serviced by MOHELA began reporting that interest was in fact accruing on their loan balances after the Department's direction. These borrowers also reported receiving billing notices or seeing interest added to their accounts in their online loan dashboards.

171. On August 9, 2024, the Eighth Circuit granted the States' motion for a preliminary injunction pending appeal. It enjoined the Department "from any further forgiveness of principal or interest, from not charging borrowers accrued interest, and from further implementing SAVE's payment-threshold provisions." *Missouri v. Biden*, 112 F.4th 531, 538 (8th Cir. 2024).

172. On February 18, 2025, the Eighth Circuit issued its decision on the merits of the States' appeal. It affirmed the district court's entry of the preliminary injunction and remanded for further proceedings, with instructions to modify the preliminary injunction to enjoin the entire SAVE plan.

173. On April 14, 2025, the district court complied with the Eighth Circuit's mandate by modifying its injunction to block the entirety of the SAVE plan.

174. With the SAVE plan now in limbo, the Department of Education's direction that SAVE plan loans maintain zero-interest forbearance remained in effect, i.e., the same as after the July 18, 2024 stay was issued.⁴⁵ Thus, all borrowers on the SAVE plan were not to be charged

[biden-harris-administrations-saving-valuable-education-save-plan](#).

⁴⁵ See, e.g., U.S. Dep't of Educ., *U.S. Department of Education Continues to Improve Federal Student Loan Repayment Options* (July 9, 2025), <https://www.ed.gov/about/news/press->

any interest (or to make any monthly payments) while the injunction remained in effect.

175. Beginning on or about June 2, 2025, MOHELA issued formal notices to borrowers on the SAVE plan:

In an effort to keep you updated on your federal loan(s), we have enclosed details about your loans), including the accrued interest, interest rate, and total balance The loan(s) listed in this letter are currently in forbearance. Although no payments are due at this time, interest continues to accrue on your loan(s) during the forbearance period. You have the option to pay the interest during forbearance.⁴⁶

176. MOHELA's statement regarding interest continuing to accrue during the forbearance period was directly contrary to what the Department directed MOHELA to do in servicing these borrowers' accounts. It also generated severe and widespread borrower confusion.

177. In response, MOHELA posted a public notice to borrowers on the SAVE plan. The notice stated: "If you recently received an interest notice for your student loan account, please know that this is not a bill, and no action is necessary at this time. For borrowers on the SAVE administrative forbearance, interest is currently set at 0%."

178. Despite these representations and the Department's direction that these loans were to remain in interest-free forbearance, with no interest accruing, while the injunction was in place, many borrowers saw thousands of dollars in interest added to their loan balance during this period. MOHELA has not corrected this egregious servicing error.

[release/us-department-of-education-continues-improve-federal-student-loan-repayment-options-addresses-illegal-biden-administration-actions](#) (marking the first time the Department announced changes to SAVE zero-interest policy).

⁴⁶ Adam S. Minsky, *Borrowers Receive Misleading Student Loan Interest Notices — Here's What to Know*, FORBES (June 6, 2025), <https://www.forbes.com/sites/adamminsky/2025/06/06/borrowers-receive-misleading-student-loan-interest-notice---heres-what-to-know/>.

179. On July 1, 2025, the President signed the “One Big, Beautiful Bill.” With this bill, Congress elected to extend access to the SAVE plan until July 1, 2028. Specifically, it phases out the SAVE, ICR, and PAYE plans while giving borrowers until July 1, 2028 to change their repayment plan.

180. On July 9, 2025, the Department announced that interest accrual would resume on August 1, 2025 for borrowers on the SAVE plan.

181. MOHELA posted a notice on its website announcing that interest would start accruing again for borrowers on the SAVE plan:

In July 2024, a federal court injunction blocked parts of the SAVE Plan. As a result, eligible federal student loans *were placed in forbearance with a 0% interest rate*. During this forbearance interest had not accrued; therefore, loan balances (including principal and interest) have not increased during this forbearance. You will not have to make payments until the SAVE forbearance ends. In February 2025, a second federal court injunction ended the SAVE 0% interest rate. To comply with this injunction, loan(s) in the SAVE Administrative Forbearance began accruing interest on August 1, 2025.⁴⁷

182. MOHELA was thus required—but failed—to place borrowers enrolled in the SAVE plan in interest-free forbearance from July 18, 2024 to August 1, 2025.

I. The Department of Education Stops Assigning Federal Student Loan Accounts to MOHELA and Transfers Loans to Other Servicers

183. In October 2024, the Department of Education announced that it would temporarily stop assigning new borrower accounts to MOHELA. The Department expressed concern for MOHELA’s failure to “process hundreds of thousands of applications for income-

⁴⁷ MOHELA, *Changes to the SAVE Administrative Forbearance*, <https://mohela.studentaid.gov/DL/resourceCenter/SAVEAdministrativeForbearance.aspx> (emphasis supplied) (last visited Nov. 18, 2025).

driven repayment plans[.]”⁴⁸

184. The Department noted that MOHELA has “amassed a substantial backlog and did not inform the agency of the problem.”

185. The Department also accused MOHELA of failing to “implement the Save plan on time, resulting in billing delays and 280,000 borrowers being placed in forbearance” and “incorrectly capitalizing interest on borrowers’ accounts, causing balances to increase, and not transferring files on time, among other problems.”

186. In July 2025, the Department announced that it would begin transferring federal student loans in MOHELA’s portfolio to other servicers by the end of 2025.⁴⁹ The Department’s action was attributed by one U.S. Senator to “MOHELA’s abysmal performance” and the need “to improve MOHELA’s performance.”⁵⁰

J. Multiple State Attorneys General Investigate MOHELA for Gross Servicing Failures

187. On April 28, 2025, news outlets reported that MOHELA was under investigation by multiple state attorneys general for “frequent errors handling basic administrative tasks like calculating monthly payments, billing customers, and processing paperwork” — “mistakes that often turned costly for borrowers and the servicer was slow to fix[.]”⁵¹

⁴⁸ Danielle Douglas-Gabriel, *Student Loan Servicer MOHELA Faces New Punishment from Biden Administration*, WASH. POST (Oct. 17, 2025), <https://www.washingtonpost.com/education/2024/10/16/mohela-student-loans-punishment/>.

⁴⁹ Adam S. Minsky, *Student Loans with This Servicer Will Be Transferred within Months, Says Department of Education*, FORBES (Aug. 20, 2025), <https://www.forbes.com/sites/adamminsky/2025/08/20/student-loans-with-this-servicer-will-be-transferred-within-months-says-department-of-education/>.

⁵⁰ *Id.*

⁵¹ Jordan Weissman, *Widely criticized student loan servicer MOHELA faces investigation by multiple state attorneys general*, YAHOO! FINANCE (Apr. 28, 2025), <https://finance.yahoo.com/news/widely-criticized-student-loan-servicer-mohela-faces-investigation-by-multiple-state-attorneys-general-100000033.html>.

188. The state investigations reportedly began in late 2023 and scrutinize allegations that MOHELA committed a “shocking series of abuses” against its customers and actively “misleads and misinforms borrowers” about their repayment options.⁵²

V. PLAINTIFF-SPECIFIC ALLEGATIONS

A. Jonathan Gibbs

189. Plaintiff Jonathan Gibbs graduated in 2022 with a Doctor of Osteopathic Medicine degree.

190. To finance the cost of tuition for his education, Gibbs took out 10 federal student loans.

191. During the application process, before Gibbs’s loans were disbursed, Gibbs and the Department executed a Master Promissory Note (MPN) governing the terms of Gibbs’s loans.

192. Beginning in or around 2017, MOHELA began servicing Gibbs’s loans.

193. Gibbs initially was on a standard repayment plan, then transferred to the REPAYE plan on or around June 10, 2022.

194. After the COVID-19 payment pause ended, Gibbs’s loans were to be placed back on repayment status and the first payment was to be due on October 1, 2023.

195. Gibbs did not have to apply to the SAVE plan to receive its benefits. Instead, MOHELA should have automatically converted his loans to the SAVE plan and begun implementing the SAVE plan’s provisions starting on October 1, 2023.

196. MOHELA failed to provide Gibbs with the benefits of the SAVE plan beginning on October 1, 2023, as required by the Department’s explicit directives.

⁵² *Id.*

197. MOHELA failed to adjust Gibbs's monthly payment amount in accordance with 34 C.F.R. § 685.209(f), the Department's explicit instructions to federal student loan servicers, and MOHELA's obligations pursuant to its contracts with the Department.

198. But for MOHELA's servicing failure, Gibbs's monthly payment amount would have been calculated based on the SAVE plan's new formula, which would have lowered Gibbs's monthly payment amount.

199. Further, MOHELA charged Gibbs unpaid accrued interest in violation of 34 C.F.R. § 685.209(h)(1), the Department's explicit instructions to federal student loan servicers, and MOHELA's obligations pursuant to its contracts with the Department. This wrongfully charged interest was a direct result of MOHELA's servicing failure.

200. MOHELA provided no explanation to Gibbs for its failure to implement the SAVE plan and apply its benefits to Gibbs's loans.

201. Following the issuance of the Injunction on July 18, 2024, MOHELA also failed to place Gibbs's loans in an interest-free forbearance status, as the Department had specifically instructed and as MOHELA itself had publicly announced.

202. As a result, Gibbs's loans continued to accrue interest following the issuance of the injunction, in violation of the Department's explicit instructions to federal student loan servicers, and MOHELA's obligations pursuant to its contracts with the Department.

203. MOHELA failed to correct the issue by waiving or reimbursing any of the unlawfully charged interest.

B. Susan Hart

204. To finance the cost of tuition for her undergraduate education, Plaintiff Susan Hart took out federal student loans. Those loans were serviced by Aidvantage.

205. During the application process, before Hart's loans were disbursed, Hart and the

Department executed a Master Promissory Note (MPN) governing the terms of Hart's loans.

206. Beginning on February 26, 2020, MOHELA began servicing Hart's loans, which she repaid.

207. Hart graduated in 2023 with a Doctor of Philosophy in Nursing Education. She took out additional loans to finance the cost of tuition for graduate school.

208. On or around January 1, 2024, Hart submitted a written application to transfer her loans to the SAVE plan.

209. MOHELA failed to process Hart's application within 60 days, as instructed by the Department.

210. After 60 days passed following the submission of Hart's application, MOHELA failed to transfer Hart's loans to an interest-free general forbearance as instructed by the Department.

211. As a result, Hart's loans accrued interest in violation of the Department's explicit instructions that loans should be placed on general forbearance if applications have not been processed within 60 days of submission. This wrongfully accrued interest was a direct result of MOHELA's servicing failures, in violation of the Department's explicit instructions to federal student loan servicers, and MOHELA's obligations pursuant to its contracts with the Department. MOHELA failed to correct the issue by waiving or reimbursing any of the unlawfully charged interest.

212. Following the issuance of the Injunction on July 18, 2024, MOHELA failed to place Hart's loans in an interest-free forbearance, as the Department had specifically instructed and MOHELA itself had publicly announced.

213. As a result, Hart's loans continued to accrue interest following the issuance of the

injunction, in violation of the Department's explicit instructions to federal student loan servicers, and MOHELA's obligations pursuant to its contracts with the Department.

214. MOHELA failed to correct the issue by waiving or reimbursing any of the unlawfully charged interest.

C. Jacob Lehman

215. Plaintiff Jacob Lehman graduated in 2020 with a Doctor of Medicine degree.

216. To finance the cost of tuition for his education, Lehman took out 10 federal student loans.

217. During the application process, before Lehman's loans were disbursed, Lehman and the Department executed a Master Promissory Note (MPN) governing the terms of Lehman's loans.

218. Lehman's loans were initially serviced by EdFinancial.

219. Beginning on June 3, 2020, MOHELA began servicing Lehman's loans.

220. Lehman initially selected the REPAYE plan to pay back his loans.

221. After the COVID-19 payment pause ended, Lehman's loans were placed back on repayment status and the first payment was due on October 1, 2023.

222. Lehman did not have to apply to the SAVE plan to receive its benefits. Instead, MOHELA should have automatically converted his loans to the SAVE plan and begun implementing the SAVE plan's provisions starting on October 1, 2023. MOHELA failed to sufficiently inform Lehman that he did not need to submit an application to the SAVE plan in order for his loans to be placed on it. As a result, Lehman submitted an application to the SAVE plan on June 23, 2024.

223. MOHELA failed to provide Lehman with the benefits of the SAVE plan beginning on October 1, 2023, as required by the Department's explicit directives.

224. MOHELA failed to adjust Lehman's monthly payment amount in accordance with 34 C.F.R. § 685.209(f), the Department's explicit instructions to federal student loan servicers, and MOHELA's obligations pursuant to its contracts with the Department.

225. But for MOHELA's servicing failure, Lehman's monthly payment amount would have been calculated based on the SAVE plan's new formula, which would have lowered Lehman's monthly payment amount.

226. Further, MOHELA charged Lehman unpaid accrued interest in violation of 34 C.F.R. § 685.209(h)(1), the Department's explicit instructions to federal student loan servicers, and MOHELA's obligations pursuant to its contracts with the Department. This wrongfully charged interest was a direct result of MOHELA's servicing failure.

227. MOHELA provided no explanation to Lehman for its failure to implement the SAVE plan and apply its benefits to Lehman's loans.

228. On June 23, 2024, Lehman submitted a written application to transfer his loans to the SAVE plan.

229. MOHELA failed to process Lehman's application within 60 days, as instructed by the Department.

230. After 60 days passed following the submission of Lehman's application, MOHELA failed to transfer Lehman's loans to an interest-free general forbearance as instructed by the Department.

231. As a result, Lehman's loans accrued interest in violation of the Department's explicit instructions that loans should be placed on general forbearance if applications have not been processed within 60 days of submission. This wrongfully accrued interest was a direct result of MOHELA's servicing failures, in violation of the Department's explicit instructions to

federal student loan servicers, and MOHELA's obligations pursuant to its contracts with the Department.

232. Following the issuance of the Injunction on July 18, 2024, MOHELA also failed to place Lehman's loans in an interest-free forbearance status, as the Department had specifically instructed and as MOHELA itself had publicly announced.

233. As a result, Lehman's loans continued to accrue interest following the issuance of the injunction, in violation of the Department's explicit instructions to federal student loan servicers, and MOHELA's obligations pursuant to its contracts with the Department.

234. MOHELA failed to correct the issue by waiving or reimbursing any of the unlawfully charged interest.

D. Annette A. Robbins

235. Plaintiff Annette Robbins graduated in 2020 with a Doctorate Degree in Nursing Practice.

236. To finance the cost of tuition for her education, Robbins took out 11 federal student loans.

237. During the application process, before Robbins's loans were disbursed, Robbins and the Department executed a Master Promissory Note (MPN) governing the terms of Robbins's loans.

238. Robbins's loans were initially serviced by NelNet.

239. Immediately prior to the COVID-19 payments pause, Robbins was repaying her loans pursuant to PAYE.

240. Beginning on May 20, 2024, MOHELA began servicing Robbins's loans.

241. On April 28, 2024, Robbins submitted a written application to transfer her loans to the SAVE plan.

242. MOHELA failed to process Robbins's application within 60 days, as instructed by the Department.

243. After 60 days passed following the submission of Robbins's application, MOHELA failed to transfer Robbins's loans to an interest-free general forbearance as instructed by the Department.

244. As a result, Robbins's loans accrued interest in violation of the Department's explicit instructions that loans should be placed on general forbearance if applications have not been processed within 60 days of submission. This wrongfully accrued interest was a direct result of MOHELA's servicing failures, in violation of the Department's explicit instructions to federal student loan servicers, and MOHELA's obligations pursuant to its contracts with the Department.

245. Following the issuance of the Injunction on July 18, 2024, MOHELA failed to place Robbins's loans in an interest-free forbearance, as the Department had specifically instructed and MOHELA itself had publicly announced.

246. As a result, Robbins's loans continued to accrue interest following the issuance of the injunction, in violation of the Department's explicit instructions to federal student loan servicers, and MOHELA's obligations pursuant to its contracts with the Department.

247. MOHELA failed to correct the issue by waiving or reimbursing any of the unlawfully charged interest.

E. Arthur Sprogis

248. Plaintiff Arthur Sprogis graduated in 2012 with a Master's Degree in International Affairs.

249. To finance the cost of tuition for his education, Sprogis took out eight federal student loans.

250. During the application process, before Sprogis's loans were disbursed, Sprogis and the Department executed a Master Promissory Note (MPN) governing the terms of Sprogis's loans.

251. Sprogis's loans were initially serviced by Great Lakes and FedLoan Servicing.

252. Beginning in or around 2022, MOHELA began servicing Sprogis's loans.

253. Sprogis initially selected the Income-Based Repayment plan and eventually switched to the REPAYE plan on August 26, 2019.

254. After the COVID-19 payment pause ended, Sprogis's loans were placed back on repayment status and the first payment was due on October 1, 2023.

255. Sprogis did not have to apply to the SAVE plan to receive its benefits. Instead, MOHELA should have automatically converted his loans to the SAVE plan and begun implementing the SAVE plan's provisions starting on October 1, 2023.

256. MOHELA failed to provide Sprogis with the benefits of the SAVE plan beginning on October 1, 2023, as required by the Department's explicit directives.

257. MOHELA failed to adjust Sprogis's monthly payment amount in accordance with 34 C.F.R. § 685.209(f), the Department's explicit instructions to federal student loan servicers, and MOHELA's obligations pursuant to its contracts with the Department. Instead, Sprogis's monthly payment amount remained the same as it was prior to the SAVE plan's effective date.

258. But for MOHELA's servicing failure, Sprogis's monthly payment amount would have been calculated based on the SAVE plan's new formula, which would have lowered Sprogis's monthly payment amount.

259. Further, MOHELA charged Sprogis unpaid accrued interest in violation of 34 C.F.R. § 685.209(h)(1), the Department's explicit instructions to federal student loan servicers,

and MOHELA's obligations pursuant to its contracts with the Department. This wrongfully charged interest was a direct result of MOHELA's servicing failure.

260. MOHELA provided no explanation to Sprogis for its failure to implement the SAVE plan and apply its benefits to Sprogis's loans.

261. Following the issuance of the Injunction on July 18, 2024, MOHELA also failed to place Sprogis's loans in an interest-free forbearance status, as the Department had specifically instructed and as MOHELA itself had publicly announced.

262. As a result, Sprogis's loans continued to accrue interest following the issuance of the injunction, in violation of the Department's explicit instructions to federal student loan servicers, and MOHELA's obligations pursuant to its contracts with the Department.

263. MOHELA failed to correct the issue by waiving or reimbursing any of the unlawfully charged interest.

F. Pamela Yango

264. Plaintiff Pamela Yango graduated from the University of San Francisco in 2007 with a Bachelor of Science in Physics and Biology. Ms. Yango subsequently enrolled in the Post-Baccalaureate Program at Boston University, which she completed in 2009.

265. To finance the cost of her education, Yango took out eighteen federal student loans.

266. During the application process, before Yango's loans were disbursed, Yango and the Department executed a Master Promissory Note (MPN) governing the terms of Yango's loans.

267. MOHELA began servicing Yango's loans beginning on or around January 8, 2015.

268. Yango enrolled in the REPAYE plan to pay back her loans in or around 2020.

269. After the COVID-19 payment pause ended, Yango's loans were placed back on repayment status and the first payment was due on October 1, 2023.

270. Yango did not have to apply to the SAVE plan to receive its benefits. Instead, MOHELA should have automatically converted her loans to the SAVE plan and begun implementing the SAVE plan's provisions starting on October 1, 2023.

271. MOHELA failed to sufficiently inform Yango that she did not need to submit an application to the SAVE plan in order for her loans to be placed on it. As a result, Yango submitted applications to the SAVE plan on or around September 21, 2023 and June 27, 2024.

272. MOHELA failed to provide Yango with the benefits of the SAVE plan beginning on October 1, 2023, as required by the Department's explicit directives.

273. MOHELA failed to adjust Yango's monthly payment amount in accordance with 34 C.F.R. § 685.209(f), the Department's explicit instructions to federal student loan servicers, and MOHELA's obligations pursuant to its contracts with the Department. Instead, Yango's monthly payment amount remained the same as it was prior to the SAVE plan's effective date.

274. But for MOHELA's servicing failure, Yango's monthly payment amount would have been calculated based on the SAVE plan's new formula, which would have lowered Yango's monthly payment amount.

275. Further, MOHELA charged Yango unpaid accrued interest in violation of 34 C.F.R. § 685.209(h)(1), the Department's explicit instructions to federal student loan servicers, and MOHELA's obligations pursuant to its contracts with the Department. This wrongfully charged interest was a direct result of MOHELA's servicing failure.

276. MOHELA provided no explanation to Yango for its failure to implement the SAVE plan and apply its benefits to Yango's loans.

277. Following the issuance of the Injunction on July 18, 2024, MOHELA also failed to place Yango's loans in an interest-free forbearance status, as the Department had specifically instructed and as MOHELA itself had publicly announced.

278. As a result, Yango's loans continued to accrue interest following the issuance of the injunction, in violation of the Department's explicit instructions to federal student loan servicers, and MOHELA's obligations pursuant to its contracts with the Department.

279. MOHELA failed to correct the issue by waiving or reimbursing any of the unlawfully charged interest.

VI. CLASS ACTION ALLEGATIONS

280. Pursuant to Rules 23(b)(2) and 23(b)(3) of the Federal Rules of Civil Procedure, Plaintiffs seek certification of the following classes and subclasses:

- (1) SAVE Benefits Class: All persons who are residents of the United States who had one or more federally held student loan(s) on a REPAYE plan serviced by MOHELA as of July 30, 2023 and who did not receive the benefits of the SAVE plan for those loans beginning on July 30, 2023.

The SAVE Benefits Class includes the following statutory subclasses:

- (a) New York SAVE Benefits Subclass: All persons in the SAVE Benefits Class who are New York residents.
- (b) Washington SAVE Benefits Subclass: All persons in the SAVE Benefits Class who are Washington residents.

- (2) Application Processing Class: All persons who are residents of the United States who had one or more federally held student loan(s) serviced by MOHELA; submitted an application to MOHELA for enrollment in the SAVE plan between July 10, 2023 and July 18, 2024; and: (a) were not placed in either processing forbearance or general administrative forbearance during any part of Days 1 through 60 of the processing of their SAVE application, and/or (b) their SAVE application was not processed within 60 days of submission.

The Application Processing Class includes the following statutory subclasses:

- (a) Florida Application Processing Subclass: All persons in the Application Processing Class who are Florida residents.
- (b) Washington Application Processing Subclass: All persons in the Application Processing Class who are Washington residents.
- (3) Post-Stay Interest Class: All persons who are residents of the United States who had one or more federally held student loan(s) on the SAVE plan serviced by MOHELA as of July 18, 2024 that was not held in interest-free forbearance (i.e., it accrued interest) at any time between July 18, 2024 and July 31, 2025.

The Post-Stay Interest Class includes the following statutory subclasses:

- (a) Florida Post-Stay Interest Subclass: All persons in the Post-Stay Interest Class who are Florida residents.
- (b) New York Post-Stay Interest Subclass: All persons in the Post-Stay Interest Class who are New York residents.
- (c) Washington Post-Stay Interest Subclass: All persons in the Post-Stay Interest Class who are Washington residents.

281. Excluded from the proposed classes and subclasses are the officers, directors, affiliates, legal representatives, heirs, predecessors, successors, and assigns of MOHELA. Also excluded from the proposed classes and subclasses are any federal, state, or local governmental entities, any judicial officer presiding over this action and the members of their immediate family and judicial staff, and any juror assigned to this action.

282. Plaintiffs reserve the right to modify or amend the class and/or subclass definitions.

283. **Class identity**: Members of each class and subclass are readily identifiable and ascertainable. MOHELA and/or its affiliates, among others, possess the information to identify and contact class members.

284. **Numerosity**: Members of each class and subclass are so numerous that joinder of all members is impracticable. MOHELA services nearly eight million borrowers of federally

held student loans, substantial portions of whom were enrolled in the REPAYE plan and/or SAVE plan and/or applied for enrollment in the SAVE plan during the relevant periods.

285. **Typicality**: Plaintiffs' claims are typical of the claims of members of each class and subclass they seek to represent. All members' claims arise out of the same course of conduct by MOHELA and have been injured by MOHELA's misconduct in the same ways, and their claims are based on the same legal theories.

286. **Adequacy**: Plaintiffs will fairly and adequately protect the interests of the classes and subclasses. Plaintiffs have no known interests antagonistic to those of class members and their interests are aligned with class members' interests. Plaintiffs have also retained competent counsel with significant experience litigating complex and commercial class actions.

287. **Commonality and Predominance**: There are questions of law and fact common to members of each class and subclass Plaintiffs seek to represent such that there is a well-defined community of interest in this litigation. These common questions predominate over any questions affecting only individual class members. The common questions of law and fact include, without limitation:

- a. Whether MOHELA failed to provide the SAVE Benefits Class members benefits of the SAVE plan;
- b. Whether MOHELA failed to place the Application Processing Class members' loans into processing forbearance and/or general administrative forbearance while their SAVE applications remained unprocessed;
- c. Whether MOHELA failed to place the Post-Stay Interest Class members' loans into interest-free forbearance;
- d. Whether MOHELA's conduct breached the Servicing Contracts;

- e. Whether Plaintiffs and the class and subclass members are third-party beneficiaries of the Servicing Contracts;
- f. Whether MOHELA's conduct breached the Master Promissory Notes;
- g. Whether MOHELA's conduct was unlawful and/or unfair;
- h. Whether the class members were damaged;

288. MOHELA has engaged in a common course of conduct, and Plaintiffs and members of each class and subclass have been similarly impacted by MOHELA's failure to comply with federal and state laws and regulations.

289. **Superiority**: A class action is superior to other available methods for the fair and efficient adjudication of the controversy. Class treatment of common questions of law and fact is superior to multiple individual actions or piecemeal litigation. Absent a class action, most if not all class members would find the cost of litigating their individual claims prohibitively high and have no effective remedy. The prosecution of separate actions by individual class members would create a risk of inconsistent or varying adjudications with respect to individual class members and risk inconsistent treatment of claims arising from the same set of facts and occurrences. Plaintiffs know of no difficulty likely to be encountered in the maintenance of this action as a class action under the applicable rules.

290. Additionally, MOHELA has acted or refused to act on grounds generally applicable to the class and subclass members, thereby making appropriate corresponding injunctive and/or declaratory relief with respect to the classes and subclasses as a whole, pursuant to Rule 23(b)(2) of the Federal Rules of Civil Procedure.

VII. CLAIMS FOR RELIEF

FIRST CLAIM FOR RELIEF
(Breach of Contract, on Behalf of Plaintiffs Gibbs, Lehman, Sprogis, and Yango and the
SAVE Benefits Class)

291. Plaintiffs restate and incorporate by reference the allegations in all paragraphs above as though fully set forth herein.

292. At all relevant times, MOHELA was a party to and bound by one of two Servicing Contracts, under which MOHELA agreed to service federally held student loans on behalf of the Department of Education. Specifically, MOHELA entered into the DL Contract with the Department of Education on or around September 27, 2011. MOHELA entered into the USDS Contract with the Department of Education on or around April 24, 2023. As a party and a signatory to each of the Servicing Contracts, MOHELA is liable thereunder.

293. The Servicing Contracts expressly provided that MOHELA would service loans in compliance with all applicable federal and state laws, rules, regulations, and Department of Education guidelines, for the benefit of borrowers such as Plaintiffs and class members.

294. At all relevant times, Plaintiffs and class members were intended third-party beneficiaries of the Servicing Contracts, as the Servicing Contracts were entered into for the express purpose of providing loan servicing to borrowers, and Plaintiffs' rights and interests were the direct and intended object of the contract.

295. Moreover, the Servicing Contracts reflect a clear intent to permit enforcement by borrowers. For example, the Servicing Contracts both contain express provisions that disclaim liability on the part of the Department of Education for non-compliant servicing caused by MOHELA—including but not limited to the failure to service borrower accounts in compliance with statutory or regulatory requirements, the terms of the Servicing Contract, or Department of Education guidance.

296. At all relevant times, Plaintiffs and class members entered into Master Promissory Notes (MPNs) with the Department of Education for the issuance and repayment of federally held student loans. Among other things, the MPNs required the Department of Education to service Plaintiffs' loans and the loans of class members in accordance with federal law. The MPNs also stated that the Department of Education may contract with loan servicers to process student loan payments, deferment and forbearance requests, and other transactions, and to answer questions about those loans.

297. At all relevant times, MOHELA acted as a loan servicer for Plaintiffs' and class members' student loans, pursuant to an assignment or delegation of loan servicing rights and obligations from the Department of Education. Specifically, by entering into the Servicing Contracts with the Department of Education, MOHELA accepted assignment of loan servicing rights and obligations set forth in the Master Promissory Notes and thus became an assignee thereof. Thus, at all relevant times, Plaintiffs and class members were in a contractual relationship with MOHELA, as assignee under the Master Promissory Notes.

298. As an assignee of the Department of Education under the Master Promissory Notes, MOHELA assumed the Department of Education's contractual obligations to Plaintiffs and class members, including but not limited to the obligation to service the loan in accordance with governing laws and regulations, as well as the terms of the Master Promissory Notes.

299. At all relevant times, Plaintiffs and class members performed all, or materially all, obligations imposed on them, if any, under the Servicing Contracts and the Master Promissory Notes, or such obligations have been waived.

300. As set forth above, MOHELA materially breached the Servicing Contracts and the Master Promissory Notes by failing to administer each of Plaintiffs' loans and the loans of

class members in accord with federal law. Specifically, MOHELA failed to immediately and automatically provide borrowers on REPAYE with the benefits of the SAVE plan beginning on July 30, 2023, as was required by federal law and the Department's guidance, in violation of the terms of the Servicing Contracts and the Master Promissory Notes.

301. As a direct and proximate result of MOHELA's breaches of the Servicing Contracts and the Master Promissory Notes, Plaintiffs and class members have suffered damages.

SECOND CLAIM FOR RELIEF
(Breach of Contract, on Behalf of Plaintiffs Hart, Lehman, and Robbins and the Application Processing Class)

302. Plaintiffs restate and incorporate by reference the allegations in all paragraphs above as though fully set forth herein.

303. At all relevant times, MOHELA was a party to and bound by one of two Servicing Contracts, under which MOHELA agreed to service federally held student loans on behalf of the Department of Education. Specifically, MOHELA entered into the DL Contract with the Department of Education on or around September 27, 2011. MOHELA entered into the USDS Contract with the Department of Education on or around April 24, 2023. As a party and a signatory to each of the Servicing Contracts, MOHELA is therefore liable thereunder.

304. The Servicing Contracts expressly provided that MOHELA would service loans in compliance with all applicable federal and state laws, rules, regulations, and Department of Education guidelines, for the benefit of borrowers such as Plaintiffs and class members.

305. At all relevant times, Plaintiffs and class members were intended third-party beneficiaries of the Servicing Contracts, as the Servicing Contracts were entered into for the express purpose of providing loan servicing to borrowers, and Plaintiffs' rights and interests

were the direct and intended object of the contract.

306. Moreover, the Servicing Contracts reflect a clear intent to permit enforcement by borrowers. For example, the Servicing Contracts both contain express provisions that disclaim liability on the part of the Department of Education for non-compliant servicing caused by MOHELA—including but not limited to the failure to service borrower accounts in compliance with statutory or regulatory requirements, the terms of the Servicing Contract, or Department of Education guidance.

307. At all relevant times, Plaintiffs and class members entered into Master Promissory Notes (MPNs) with the Department of Education for the issuance and repayment of federally held student loans. Among other things, the MPNs required the Department of Education to service Plaintiffs' loans and the loans of class members in accordance with federal law. The MPNs also stated that the Department of Education may contract with loan servicers to process student loan payments, deferment and forbearance requests, and other transactions, and to answer questions about those loans.

308. At all relevant times, MOHELA acted as a loan servicer for Plaintiffs' and class members' student loans, pursuant to an assignment or delegation of loan servicing rights and obligations from the Department of Education. Specifically, by entering into the Servicing Contracts with the Department of Education, MOHELA accepted assignment of loan servicing rights and obligations set forth in the Master Promissory Notes and thus became an assignee thereof. Thus, at all relevant times, Plaintiffs and class members were in a contractual relationship with MOHELA, as assignee under the Master Promissory Notes.

309. As an assignee of the Department of Education under the Master Promissory Notes, MOHELA assumed the Department of Education's contractual obligations to Plaintiffs

and class members, including but not limited to the obligation to service the loan in accordance with governing laws and regulations, as well as the terms of the Master Promissory Notes.

310. At all relevant times, Plaintiffs and class members performed all, or materially all, obligations imposed on them, if any, under the Servicing Contracts and the Master Promissory Notes, or such obligations have been waived.

311. As set forth above, MOHELA materially breached the Servicing Contracts and the Master Promissory Notes by failing to administer each of Plaintiffs' loans and the loans of class members in accord with federal law. Specifically, for borrowers who filed SAVE applications with MOHELA, MOHELA (a) failed to place them either in processing forbearance or general administrative forbearance during days 1 through 60 of when their SAVE applications were in process; and/or (b) failed to place them in general administrative forbearance after their SAVE applications had been pending for more than 60 days, as was required by federal law and the Department's guidance, in violation of the terms of the Servicing Contracts and the Master Promissory Notes.

312. As a direct and proximate result of MOHELA's breaches of the Servicing Contracts and the Master Promissory Notes, Plaintiffs and class members have suffered damages.

THIRD CLAIM FOR RELIEF
(Breach of Contract, on Behalf of Plaintiffs Gibbs, Hart, Lehman, Robbins, Sprogis, and Yango and the Post-Stay Interest Class)

313. Plaintiffs restate and incorporate by reference the allegations in all paragraphs above as though fully set forth herein.

314. At all relevant times, MOHELA was a party to and bound by one of two Servicing Contracts, under which MOHELA agreed to service federally held student loans on

behalf of the Department of Education. Specifically, MOHELA entered into the DL Contract with the Department of Education on or around September 27, 2011. MOHELA entered into the USDS Contract with the Department of Education on or around April 24, 2023. As a party and a signatory to each of the Servicing Contracts, MOHELA is therefore liable thereunder.

315. The Servicing Contracts expressly provided that MOHELA would service loans in compliance with all applicable federal and state laws, rules, regulations, and Department of Education guidelines, for the benefit of borrowers such as Plaintiffs and class members.

316. At all relevant times, Plaintiffs and class members were intended third-party beneficiaries of the Servicing Contracts, as the Servicing Contracts were entered into for the express purpose of providing loan servicing to borrowers, and Plaintiffs' rights and interests were the direct and intended object of the contract.

317. Moreover, the Servicing Contracts reflect a clear intent to permit enforcement by borrowers. For example, the Servicing Contracts both contain express provisions that disclaim liability on the part of the Department of Education for non-compliant servicing caused by MOHELA—including but not limited to the failure to service borrower accounts in compliance with statutory or regulatory requirements, the terms of the Servicing Contract, or Department of Education guidance.

318. At all relevant times, Plaintiffs and class members entered into Master Promissory Notes (MPNs) with the Department of Education for the issuance and repayment of federally held student loans. Among other things, the MPNs required the Department of Education to service Plaintiffs' loans and the loans of class members in accordance with federal law. The MPNs also stated that the Department of Education may contract with loan servicers to process student loan payments, deferment and forbearance requests, and other transactions, and to

answer questions about those loans.

319. At all relevant times, MOHELA acted as a loan servicer for Plaintiffs' and class members' student loans, pursuant to an assignment or delegation of loan servicing rights and obligations from the Department of Education. Specifically, by entering into the Servicing Contracts with the Department of Education, MOHELA accepted assignment of loan servicing rights and obligations set forth in the Master Promissory Notes and thus became an assignee thereof. Thus, at all relevant times, Plaintiffs and class members were in a contractual relationship with MOHELA, as assignee under the Master Promissory Notes.

320. As an assignee of the Department of Education under the Master Promissory Notes, MOHELA assumed the Department of Education's contractual obligations to Plaintiffs and class members, including but not limited to the obligation to service the loan in accordance with governing laws and regulations, as well as the terms of the Master Promissory Notes.

321. At all relevant times, Plaintiffs and class members performed all, or materially all, obligations imposed on them, if any, under the Servicing Contracts and the Master Promissory Notes, or such obligations have been waived.

322. As set forth above, MOHELA materially breached the Servicing Contracts and the Master Promissory Notes by failing to administer each of Plaintiffs' loans and the loans of class members in accord with federal law. Specifically, for borrowers with loans on the SAVE plan as of July 18, 2024, MOHELA failed to place those loans in interest-free forbearance during the period July 18, 2024 through July 31, 2025, as was required by federal law and the Department's guidance, in violation of the terms of the Servicing Contracts and the Master Promissory Notes.

323. As a direct and proximate result of MOHELA's breaches of the Servicing

Contracts and the Master Promissory Notes, Plaintiffs and class members have suffered damages.

FOURTH CLAIM FOR RELIEF
(Violation of the Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. § 501.201 et seq., on Behalf of Plaintiff Hart and the Florida Application Processing Subclass)

324. Plaintiffs restate and incorporate by reference the allegations in all paragraphs above as though fully set forth herein.

325. Florida’s Deceptive and Unfair Trade Practices Act (“FDUTPA”) prohibits “[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce” Fla. Stat. § 501.204(1).

326. As a “person, firm, corporation, association, or entity,” MOHELA is subject to the provisions of FDUTPA. Fla. Stat. § 501.2075.

327. In the course of its business, and during the relevant period, MOHELA committed the following deceptive acts or practices, in the conduct of MOHELA’s business, trade, or commerce, in violation of FDUTPA § 501.204(1):

- a. Failure to process applications for the SAVE plan within 60 days;
- b. Failure to place SAVE applicants’ loans into either processing forbearance of general administrative forbearance during Days 1 through 60 of the application being in process;
- c. Failure to place SAVE applicants’ loans into general administrative forbearance when their SAVE applications remained unprocessed after 60 days; and
- d. Wrongful acceptance of continued payments and accrual of interest after the expiration of the 60-day processing period.

328. MOHELA’s methods, acts, and practices injured the consuming public and

legitimate business enterprises.

329. As a direct and proximate result of MOHELA's deceptive and unfair practices, Plaintiff Hart and members of this subclass suffered damages.

330. MOHELA knew or should have known that its conduct was unfair or deceptive.

FIFTH CLAIM FOR RELIEF
(Violation of the Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. § 501.201 et seq., on Behalf of Plaintiff Hart and the Florida Post-Stay Interest Subclass)

331. Plaintiffs restate and incorporate by reference the allegations in all paragraphs above as though fully set forth herein.

332. Florida's Deceptive and Unfair Trade Practices Act ("FDUTPA") prohibits "[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce" Fla. Stat. § 501.204(1).

333. As a "person, firm, corporation, association, or entity," MOHELA is subject to the provisions of FDUTPA. Fla. Stat. § 501.2075.

334. In the course of its business, and during the relevant period, MOHELA committed the following deceptive acts or practices, in the conduct of MOHELA's business, trade, or commerce, in violation of FDUTPA § 501.204(1):

- a. Failure to place SAVE plan loans in interest-free forbearance during the period July 18, 2024 through July 31, 2025.

335. MOHELA's methods, acts, and practices injured the consuming public and legitimate business enterprises.

336. As a direct and proximate result of MOHELA's deceptive and unfair practices, Plaintiff Hart and members of this subclass suffered damages.

337. MOHELA knew or should have known that its conduct was unfair or deceptive.

SIXTH CLAIM FOR RELIEF
(Violation of the New York General Business Law, N.Y. GBL § 349, on Behalf of Plaintiff Sprogis and the New York SAVE Benefits Subclass)

338. Plaintiffs restate and incorporate by reference the allegations in all paragraphs above as though fully set forth herein.

339. New York’s General Business Law (GBL) § 349 makes unlawful “[d]eceptive acts or practices in the conduct of any business, trade or commerce”

340. In the course of its business, and during the relevant period, MOHELA committed the following deceptive acts or practices, in the conduct of MOHELA’s business, trade, or commerce, in violation of GBL § 349:

a. Failure to automatically provide borrowers that were previously enrolled in a REPAYE plan with the benefits of the SAVE plan starting on July 30, 2023.

341. MOHELA engaged in this conduct because it increased MOHELA’s revenue, including through additional monthly servicing fees as well as increased collection fees for defaulted student loans.

342. Because MOHELA’s deception takes place within the context of federal student loan programs, it affects the public interest. Further, MOHELA’s unlawful conduct constitutes unfair acts or practices that have the capacity to deceive consumers, and that have a broad impact on consumers at large.

343. As a direct and proximate result of MOHELA’s deceptive acts or practices, Plaintiff Sprogis and members of this subclass have suffered damages.

SEVENTH CLAIM FOR RELIEF
(Violation of the New York General Business Law, N.Y. GBL § 349, on Behalf of Plaintiff Sprogis and the New York Post-Stay Interest Subclass)

344. Plaintiffs restate and incorporate by reference the allegations in all paragraphs above as though fully set forth herein.

345. New York’s General Business Law (GBL) § 349 makes unlawful “[d]eceptive acts or practices in the conduct of any business, trade or commerce”

346. In the course of its business, and during the relevant period, MOHELA committed the following deceptive acts or practices, in the conduct of MOHELA’s business, trade, or commerce, in violation of GBL § 349:

a. Failure to place SAVE plan loans in interest-free forbearance during the period July 18, 2024 through July 31, 2025.

347. MOHELA engaged in this conduct because it increased MOHELA’s revenue, including through additional monthly servicing fees as well as increased collection fees for defaulted student loans.

348. Because MOHELA’s deception takes place within the context of federal student loan programs, it affects the public interest. Further, MOHELA’s unlawful conduct constitutes unfair acts or practices that have the capacity to deceive consumers, and that have a broad impact on consumers at large.

349. As a direct and proximate result of MOHELA’s deceptive acts or practices, Plaintiff Sprogis and members of this subclass have suffered damages.

EIGHTH CLAIM FOR RELIEF
(Violation of the Washington Consumer Protection Act, Wash. Rev. Code § 19.86.020, on
Behalf of Plaintiff Lehman and the Washington SAVE Benefits Subclass)

350. Plaintiffs restate and incorporate by reference the allegations in all paragraphs above as though fully set forth herein.

351. Washington’s Consumer Protection Act (“WCPA”) prohibits “[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce” Wash. Rev. Code § 19.86.020.

352. Through its business activity, MOHELA engages in trade or commerce. Wash. Rev. Code § 19.86.010(2).

353. In the course of its business, and during the relevant period, MOHELA committed the following deceptive acts or practices, in the conduct of MOHELA's business, trade, or commerce, in violation of Wash. Rev. Code § 19.86.020:

a. Failure to automatically provide borrowers that were previously enrolled in a REPAYE plan with the benefits of the SAVE plan starting on July 30, 2023.

354. Because MOHELA's deception takes place within the context of federal student loan programs, it affects the public interest. Further, MOHELA's unlawful conduct constitutes unfair acts or practices that did injure or have the capacity to injure other persons.

355. As a direct and proximate result of MOHELA's deceptive acts or practices, Plaintiff Lehman and members of this subclass have suffered damages.

356. MOHELA's unlawful acts and practices justify the imposition of treble damages.

NINTH CLAIM FOR RELIEF
(Violation of the Washington Consumer Protection Act, Wash. Rev. Code § 19.86.020, on Behalf of Plaintiff Lehman and the Washington Application Processing Subclass)

357. Plaintiffs restate and incorporate by reference the allegations in all paragraphs above as though fully set forth herein.

358. Washington's Consumer Protection Act ("WCPA") prohibits "[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce." Wash. Rev. Code § 19.86.020.

359. Through its business activity, MOHELA engages in trade or commerce Wash. Rev. Code § 19.86.010(2).

360. In the course of its business, and during the relevant period, MOHELA committed

the following deceptive acts or practices, in the conduct of MOHELA's business, trade, or commerce, in violation of Wash. Rev. Code § 19.86.020:

- a. Failure to process applications for the SAVE plan within 60 days;
- b. Failure to place SAVE applicants' loans into either processing forbearance of general administrative forbearance during Days 1 through 60 of the application being in process;
- c. Failure to place SAVE applicants' loans into general administrative forbearance when their SAVE applications remained unprocessed after 60 days; and
- d. Wrongful acceptance of continued payments and accrual of interest after the expiration of the 60-day processing period.

361. Because MOHELA's deception takes place within the context of federal student loan programs, it affects the public interest. Further, MOHELA's unlawful conduct constitutes unfair acts or practices that did injure or have the capacity to injure other persons.

362. As a direct and proximate result of MOHELA's deceptive acts or practices, Plaintiff Lehman and members of this subclass have suffered damages.

363. MOHELA's unlawful acts and practices justify the imposition of treble damages.

TENTH CLAIM FOR RELIEF
(Violation of the Washington Consumer Protection Act, Wash. Rev. Code § 19.86.020, on Behalf of Plaintiff Lehman and the Washington Post-Stay Interest Subclass)

364. Plaintiffs restate and incorporate by reference the allegations in all paragraphs above as though fully set forth herein.

365. Washington's Consumer Protection Act ("WCPA") prohibits "[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce" Wash. Rev. Code § 19.86.020.

366. Through its business activity, MOHELA engages in trade or commerce. Wash. Rev. Code § 19.86.010(2).

367. In the course of its business, and during the relevant period, MOHELA committed the following deceptive acts or practices, in the conduct of MOHELA's business, trade, or commerce, in violation of Wash. Rev. Code § 19.86.020:

a. Failure to place SAVE plan loans in interest-free forbearance during the period July 18, 2024 through July 31, 2025.

368. Because MOHELA's deception takes place within the context of federal student loan programs, it affects the public interest. Further, MOHELA's unlawful conduct constitutes unfair acts or practices that did injure or have the capacity to injure other persons.

369. As a direct and proximate result of MOHELA's deceptive acts or practices, Plaintiff Lehman and members of this subclass have suffered damages.

370. MOHELA's unlawful acts and practices justify the imposition of treble damages.

VIII. PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court:

a. Certify each of the proposed classes and subclasses pursuant to Rule 23 of the Federal Rules of Civil Procedure, designating Plaintiffs class and subclass representatives and designating the undersigned as Class Counsel;

b. Award damages to Plaintiffs and class and subclass members, in an amount to be proven at trial, including interest thereon;

c. Award treble, punitive and exemplary damages to Plaintiffs and class and subclass members, as permitted by law;

d. Order specific performance;

- e. Permanently enjoin MOHELA from continuing to engage in the legal violations alleged herein;
- f. Award equitable relief, including an accounting, restitution, and disgorgement of all revenues, earnings, profits, and ill-gotten gains that MOHELA obtained as a result of its unlawful, unfair, or deceptive business practices, in an amount to be proven at trial;
- g. Enter judgment in favor of Plaintiffs and class members against MOHELA;
- h. Award attorneys' fees and costs, as allowed by law;
- i. Award pre-judgment and post-judgment interest, as provided by law; and
- j. Award such other, further, and different relief as the Court deems proper under the circumstances.

IX. JURY DEMAND

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure and Local Rule 2.04, Plaintiffs demand a trial by jury of all issues so triable.

Dated: January 8, 2026

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/s/ Richard M. Paul III
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Respectfully submitted,

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LLP
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Attorneys for Plaintiffs

EXHIBIT A

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER	PAGE 1 OF 2
2. CONTRACT NO. ED-FSA-11-D-0012		3. AWARD/EFFECTIVE DATE SEP 27, 2011	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL: a. NAME Nicholas Chung nicholas.chung@ed.gov			b. TELEPHONE NUMBER (No collect calls) 202-377-3635		8. OFFER DUE DATE/ LOCAL TIME
9. ISSUED BY United States Department of Education Federal Student Aid/Mission Support Group 830 First St NE - Suite 91F3 Washington DC 20202			CODE FSA-FS2	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	
15. DELIVER TO CODE			16. ADMINISTERED BY United States Department of Education Federal Student Aid/Mission Support Group 830 First St NE - Suite 91F3 Washington DC 20202 CODE FSA-FS2		
17a CONTRACTOR/ OFFEROR. CODE 00032048 MISSOURI HIGHER EDUCATION LOAN AUTHORITY 633 SPIRIT DR CHESTERFIELD MO 630051243		FACILITY CODE	18a. PAYMENT WILL BE MADE BY CODE		
CAGE: 41YN3 TIN: 431261525 TELEPHONE NO.		DUNS: 189396138	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM		
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE
Please	see continuation page for line item details.				
(Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA See Schedule				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA			<input type="checkbox"/> ARE	<input type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA			<input checked="" type="checkbox"/> ARE	<input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.		
30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>Raymond H. Bayer</i>			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Mike Whisler</i>		
30b. NAME AND TITLE OF SIGNER (Type or print) Raymond H. Bayer, Jr. Executive Director and CEO		30c. DATE SIGNED 9/27/2011	31b. NAME OF CONTRACTING OFFICER (Type or print) Mike Whisler mike.whisler@ed.gov		31c. DATE SIGNED SEP 27, 2011

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
---------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY <i>(Print)</i>
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
42b. RECEIVED AT <i>(Location)</i>	
42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS

A. ADDENDUM 1 – SF 1449 CONTINUATION PAGE

A.1 Schedule of Supplies/Services

For the first 100,000 allocated borrower accounts ONLY, the following pricing shall apply:

CLIN	Category	Unit Price	Min. Order	Max. Order
0001	Borrowers in In-school Status	\$ 1.150	1	10 million
0002	Borrowers in Grace or Current Repayment Status	\$ 2.320	1	10 million
0003	Borrowers in Deferment or Forbearance	\$ 2.280	1	10 million
0004	Borrowers 31-90 Days Delinquent	\$ 1.780	1	10 million
0005	Borrowers 91-150 Days Delinquent	\$ 1.650	1	10 million
0006	Borrowers 151-270 Days Delinquent	\$ 1.510	1	10 million
0007	Borrowers 270+ Days Delinquent	\$ 0.550	1	10 million
0008	On-System Conversion Fees (Per Borrower Account)*	\$ 10.000	1	10 million
0009	Incurred Start-Up Costs (Per Entity)**	Up to \$300,000	1	10 million

*Applies to the first 100,000 borrower accounts each Entity loads onto its system for servicing. Billable only after actual conversion of accounts has occurred. No costs for off-system conversions/transfers shall apply.

**Reimbursable ceiling amount for actual, reasonable, allowable, and allocable costs incurred in meeting the Government's stated requirements, in accordance with FAR 31.201. All costs under this category shall be subject to audit, and are only reimbursable after contract award.

For all borrower accounts above the first 100,000 allocated accounts, the following pricing shall apply:

CLIN	Status	Volume Low	Volume High	Unit Price	Min. Order	Max. Order
0010	Borrowers in In-school Status			\$ 1.050	1	10 million
0011	Borrowers in Grace or Current Repayment Status	1	3,000,000	\$ 2.110	1	10 million
0012		3,000,001	UP	\$ 1.900	1	10 million
0013	Borrowers in Deferment or Forbearance	1	1,600,000	\$ 2.070	1	10 million
0014		1,600,001	UP	\$ 1.730	1	10 million
0015	Borrowers 31-90 Days Delinquent			\$ 1.620	1	10 million
0016	Borrowers 91-150 Days Delinquent			\$ 1.500	1	10 million
0017	Borrowers 151-270			\$ 1.370	1	10 million

	Days Delinquent					
0018	Borrowers 270+ Days Delinquent			\$ 0.500	1	10 million

Entities shall be responsible for the accurate tracking and proper invoicing of its borrower accounts, in accordance with the pricing structure above.

In accordance with Section B.12.N.14, once two (2) million borrower accounts have been collectively allocated under this contract, pricing for ALL borrower accounts (including the initial 100,000 allocation) shall revert to the pricing found in CLINs 0010 through 0018 above, as applicable. Pricing provided in CLINs 0001 through 0009 shall no longer apply.

**B. ADDENDUM 2 – 52.212-4, CONTRACT TERMS AND CONDITIONS—
COMMERCIAL ITEMS (MAR 2009)**

**B.1 52.212-4 Contract Terms And Conditions—Commercial Items (Mar 2009)—
TAILORED**

- (c)(1) *Changes.* The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
- (i) Description of services to be performed.
 - (ii) Time of performance (i.e., hours of the day, days of the week, etc.).
 - (iii) Place of performance of the services.
- (2) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
- (3) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
- (4) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.
- (5) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

B.2 52.232-18 Availability of Funds (Apr 1984) – TAILORED

The Government's obligation for performance of this contract is contingent upon the availability of "Mandatory Funds" under Section 2212(b) of the Health Care and Education Reconciliation Act of 2010 (Pub.L. 111-152, 124 Stat. 1029), from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond the current expiration of the "Mandatory Funds", and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

B.3 52.252-2 Clauses Incorporated By Reference (APR 2010)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The full text of a clause may also be accessed electronically at:

<https://www.acquisition.gov/Far/>

- 52.203-13 Contractor Code of Business Ethics and Conduct (Dec 2008)
- 52.203-14 Display of Hotline Poster(s) (Dec 2007)
- 52.204-10 Reporting Executive Compensation and First Tier Subcontracts Award (Jul 2010)
- 52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEP 2006)

- 52.216-18 Ordering (OCT 1995)
 - (a) the effective date of award; the end of the current period of performance
- 52.216-19 Ordering Limitations (OCT 1995)
 - (a) One Borrower
 - (b)(1) Ten Million Borrowers
 - (b)(2) Ten Million Borrowers
 - (b)(3) Two Days
 - (d) One Day
- 52.216-22 Indefinite Quantity (OCT 1995)
 - (d) the end of the current period of performance
- 52.217-8 Option To Extend Services (NOV 1999)
 - 120 days
- 52.217-9 Option to Extend the Term of the Contract (MAR 2000)
 - (a) 120 days; 15
 - (c) September 30, 2019
- 52.222-54 Employment Eligibility Verification (Jan 2009)
- 52.224-1 Privacy Act Notification (APR 1984)
- 52.224-2 Privacy Act (APR 1984)
- 52.227-14 Rights in Data—General (DEC 2007)
- 52.237-3 Continuity of Services (JAN 1991)

B.4 EDAR 3452.202-1 Definitions (MAR 2011)

- (a) The definitions at FAR 2.101 are appended with those contained in Education Department Acquisition Regulations (EDAR) 3402.101.
- (b) The EDAR is available via the Internet at <http://www.ed.gov/policy/fund/reg/edlibrary/edar.html>.

B.5 EDAR 3452.209-71 Conflict of Interest (MAR 2011)

- (a) (1) The contractor, subcontractor, employee, or consultant, has certified that, to the best of its knowledge and belief, there are no relevant facts or circumstances that could give rise to an organizational or personal conflict of interest (see FAR Subpart 9.5 for organizational conflicts of interest) (or apparent conflict of interest) for the organization or any of its staff, and that the contractor, subcontractor, employee, or consultant has disclosed all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts (or if such a person would question the impartiality of the contractor, subcontractor, employee, or consultant). Conflicts may arise in the following situations:
 - (i) Unequal access to information—A potential contractor, subcontractor, employee, or consultant has access to nonpublic information through its performance on a government contract.
 - (ii) Biased ground rules—A potential contractor, subcontractor, employee, or consultant has worked, in one government contract, or program, on the basic structure or ground rules of another government contract.

(iii) Impaired objectivity—A potential contractor, subcontractor, employee, or consultant, or member of their immediate family (spouse, parent, or child) has financial or other interests that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs, in offering advice or recommendations to the government, or in providing technical assistance or other services to recipients of Federal funds as part of its contractual responsibility. “Impaired objectivity” includes but is not limited to the following situations that would cause a reasonable person with knowledge of the relevant facts to question a person’s objectivity:

- (A) Financial interests or reasonably foreseeable financial interests in or in connection with products, property, or services that may be purchased by an educational agency, a person, organization, or institution in the course of implementing any program administered by the Department;
- (B) Significant connections to teaching methodologies that might require or encourage the use of specific products, property, or services; or
- (C) Significant identification with pedagogical or philosophical viewpoints that might require or encourage the use of a specific curriculum, specific products, property, or services.

(2) Offerors must provide the disclosure described above on any actual or potential conflict (or apparent conflict of interest) of interest regardless of their opinion that such a conflict or potential conflict (or apparent conflict of interest) would not impair their objectivity.

(3) In a case in which an actual or potential conflict (or apparent conflict of interest) is disclosed, the Department will take appropriate actions to eliminate or address the actual or potential conflict (or apparent conflict of interest), including but not limited to mitigating or neutralizing the conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the conflict. In this clause, the term “potential conflict” means reasonably foreseeable conflict of interest.

(b) The contractor, subcontractor, employee, or consultant agrees that if “impaired objectivity”, or an actual or potential conflict of interest (or apparent conflict of interest) is discovered after the award is made, it will make a full disclosure in writing to the contracting officer. This disclosure shall include a description of actions that the contractor has taken or proposes to take, after consultation with the contracting officer, to avoid, mitigate, or neutralize the actual or potential conflict (or apparent conflict of interest).

(c) Remedies. The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid the appearance of a conflict of interest. If the contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict (or apparent conflict of interest) after award and did not disclose or misrepresented relevant information to the contracting officer, the Government may terminate the contract for default, or pursue such other remedies as may be permitted by law or this contract. These remedies include imprisonment for up to five years for violation of 18 U.S.C. 1001 and fines of up to \$5,000 for violation of 31 U.S.C. 3802. Further remedies include suspension or debarment from contracting with the Federal government. The contractor may also

be required to reimburse the Department for costs the Department incurs arising from activities related to conflicts of interest. An example of such costs would be those incurred in processing Freedom of Information Act requests related to a conflict of interest.

(d) In cases where remedies short of termination have been applied, the contractor, subcontractor, employee, or consultant agrees to eliminate the organizational conflict of interest, or mitigate it to the satisfaction of the contracting officer.

(e) The contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions that conform substantially to the language of this clause, including specific mention of potential remedies and this paragraph (e).

B.6 EDAR 3452.208-71 Printing (MAR 2011)

Unless otherwise specified in this contract, the contractor shall not engage in, nor subcontract for, any printing (as that term is defined in Title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract; except that performance involving the duplication of fewer than 5,000 units of any one page, or fewer than 25,000 units in the aggregate of multiple pages, shall not be deemed to be printing. A unit is defined as one side of one sheet, one color only (with black counting as a color), with a maximum image size of 10¾ by 14¼ inches on a maximum paper size of 11 by 17 inches. Examples of counting the number of units: black plus one additional color on one side of one page counts as two units. Three colors (including black) on two sides of one page count as six units.

B.7 EDAR 3452.224-70 Release of Information Under the Freedom of Information Act (MAR 2011)

By entering into a contract with the Department of Education, the contractor, without regard to proprietary markings, approves the release of the entire contract and all related modifications and task orders including, but not limited to: (1) Unit prices, including labor rates; (2) Statements of Work/Performance Work Statements generated by the contractor; (3) Performance requirements, including incentives, performance standards, quality levels, and service level agreements; (4) Reports, deliverables, and work products delivered in performance of the contract (including quality of service, performance against requirements/standards/service level agreements); (5) Any and all information, data, software, and related documentation first provided under the contract; (6) Proposals or portions of proposals incorporated by reference; and (7) Other terms and conditions.

B.8 FSA 27-1 Labeling Of Documents (June 2007)—TAILORED

The Contractor shall not label any data, as defined in the clause at 52.227-14, produced in performance of this contract in a way that would restrict the Government's right to use or release the information. If applicable, the Contractor shall include a legend that identifies sensitive data that should not be released for security reasons. Under FAR 52.227-14, Rights in Data-General (or 52.227-15, -16, -17) clause, this data may be used for any public purpose. Deliverables shall not contain vendor-specific logos, mottos, watermarks, or holograms.

The Contractor shall not use, particularly for proposals, U.S. Government logos, such as the U.S. Department of Education or Federal Student Aid.

B.9 EDAR 3452.227–73 Limitations on The Use Or Disclosure of Government-Furnished Information Marked With Restrictive Legends (MAR 2011)

(a) For contracts under which data are to be produced, furnished, or acquired, the terms limited rights and restricted rights are defined in the rights in data—general clause (FAR 52.227–14).

(b) Proprietary data, technical data, or computer software provided to the contractor as Government-furnished information (GFI) under this contract may be subject to restrictions on use, modification, reproduction, release, performance, display, or further disclosure.

(1) Proprietary data with legends that serve to restrict disclosure or use of data. The contractor shall use, modify, reproduce, perform, or display proprietary data received from the Government with proprietary or restrictive legends only in the performance of this contract. The contractor shall not, without the express written permission of the party who owns the data, release, or disclose such data or software to any person.

(2) GFI marked with limited or restricted rights legends. The contractor shall use, modify, reproduce, perform, or display technical data received from the Government with limited rights legends or computer software received with restricted rights legends only in the performance of this contract. The contractor shall not, without the express written permission of the party whose name appears in the legend, release or disclose such data or software to any person.

(3) GFI marked with specially negotiated license rights legends. The contractor shall use, modify, reproduce, release, perform, or display proprietary data, technical data, or computer software received from the Government with specially negotiated license legends only as permitted in the license. Such data or software may not be released or disclosed to other persons unless permitted by the license and, prior to release or disclosure, the intended recipient has completed the use and non-disclosure agreement. The contractor shall modify paragraph (c)(1)(iii) of the use and nondisclosure agreement (3452.227–72) to reflect the recipient’s obligations regarding use, modification, reproduction, release, performance, display, and disclosure of the data or software.

(c) Indemnification and creation of third party beneficiary rights.

(1) The contractor agrees to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of proprietary data, technical data, or computer software received from the Government with restrictive legends by the contractor or any person to whom the contractor has released or disclosed such data or software.

(2) The contractor agrees that the party whose name appears on the restrictive legend, in addition to any other rights it may have, is a third party beneficiary who has the right of direct action against the contractor, or any person to whom the contractor has released or disclosed such data or software, for the unauthorized duplication, release, or disclosure of proprietary data, technical data, or computer software subject to restrictive legends.

B.10 EDAR 3452.227–72 Use and Non-Disclosure Agreement (MAR 2011)

(a) Except as provided in paragraph (b) of this clause, proprietary data, technical data, or computer software delivered to the

Government with restrictions on use, modification, reproduction, release, performance, display, or disclosure may not be provided to third parties unless the intended recipient completes and signs the use and non-disclosure agreement in paragraph

(c) of this clause prior to release or disclosure of the data.

(1) The specific conditions under which an intended recipient will be authorized to use, modify, reproduce, release, perform, display, or disclose proprietary data or technical data subject to limited rights, or computer software subject to restricted rights must be stipulated in an attachment to the use and non-disclosure agreement.

(2) For an intended release, disclosure, or authorized use of proprietary data, technical data, or computer software subject to special license rights, modify paragraph (c)(1)(iv) of this clause to enter the conditions, consistent with the license requirements, governing the recipient's obligations regarding use, modification, reproduction, release, performance, display, or disclosure of the data or software.

(b) The requirement for use and nondisclosure agreements does not apply to Government contractors that require access to a third party's data or software for the performance of a Government contract that contains the 3452.227-73 clause, Limitations on the use or disclosure of Government furnished information marked with restrictive legends.

(c) The prescribed use and non-disclosure agreement is:

Use and Non-Disclosure Agreement

The undersigned, Raymond H. Bayer, Jr., an authorized representative of the Missouri Higher Education Loan Authority, (which is hereinafter referred to as the "recipient") requests the Government to provide the recipient with proprietary data, technical data, or computer software (hereinafter referred to as "data") in which the Government's use, modification, reproduction, release, performance, display, or disclosure rights are restricted. Those data are identified in an attachment to this agreement. In consideration for receiving such data, the recipient agrees to use the data strictly in accordance with this agreement.

(1) The recipient shall—

(i) Use, modify, reproduce, release, perform, display, or disclose data marked with Small Business Innovative Research (SBIR) data rights legends only for government purposes and shall not do so for any commercial purpose. The recipient shall not release, perform, display, or disclose these data, without the express written permission of the contractor whose name appears in the restrictive legend (the contractor), to any person other than its subcontractors or suppliers, or prospective subcontractors or suppliers, who require these data to submit offers for, or perform, contracts with the recipient. The recipient shall require its subcontractors or suppliers, or prospective subcontractors or suppliers, to sign a use and non-disclosure agreement prior to disclosing or releasing these data to such persons. Such an agreement must be consistent with the terms of this agreement.

(ii) Use, modify, reproduce, release, perform, display, or disclose proprietary data or technical data marked with limited rights legends only as specified in the attachment to this agreement. Release, performance, display, or disclosure to other persons is not

authorized unless specified in the attachment to this agreement or expressly permitted in writing by the contractor.

(iii) Use computer software marked with restricted rights legends only in performance of contract number ED-FSA-11-D-0012. The recipient shall not, for example, enhance, decompile, disassemble, or reverse engineer the software; time share; or use a computer program with more than one computer at a time. The recipient may not release, perform, display, or disclose such software to others unless expressly permitted in writing by the licensor whose name appears in the restrictive legend.

(iv) Use, modify, reproduce, release, perform, display, or disclose data marked with special license rights legends [To be completed by the contracting officer. See paragraph (a)(2) of this clause. Omit if none of the data requested is marked with special license rights legends].

(2) The recipient agrees to adopt or establish operating procedures and physical security measures designed to protect these data from inadvertent release or disclosure to unauthorized third parties.

(3) The recipient agrees to accept these data "as is" without any Government representation as to suitability for intended use or warranty whatsoever. This disclaimer does not affect any obligation the Government may have regarding data specified in a contract for the performance of that contract.

(4) The recipient may enter into any agreement directly with the contractor with respect to the use, modification, reproduction, release, performance, display, or disclosure of these data.

(5) The recipient agrees to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of data received from the Government with restrictive legends by the recipient or any person to whom the recipient has released or disclosed the data.

(6) The recipient is executing this agreement for the benefit of the contractor. The contractor is a third party beneficiary of this agreement who, in addition to any other rights it may have, is intended to have the rights of direct action against the recipient or any other person to whom the recipient has released or disclosed the data, to seek damages from any breach of this agreement, or to otherwise enforce this agreement.

(7) The recipient agrees to destroy these data, and all copies of the data in its possession, no later than 30 days after the date shown in paragraph (8) of this agreement, to have all persons to whom it released the data do so by that date, and to notify the contractor that the data have been destroyed.

(8) This agreement shall be effective for the period commencing with the recipient's execution of this agreement and ending upon **September 30, 2019**. The obligations imposed by this agreement shall survive the expiration or termination of the agreement.

MISSOURI HIGHER EDUCATION LOAN AUTHORITY
Recipient's Business Name

Raymond H. Bayer
Authorized Representative

9/27/2011
Date

Raymond H. Bayer, Jr.
Executive Director and CEO
Representative's Typed Name and Title

B.11 FSA 32-1 Invoice Procedures (November 2009)

The Contractor must submit a physical invoice via mail, fax, or e-mail for this contract in order to be paid for products and/or services rendered.

Federal Student Aid's "designated billing office" is:

US Department of Education
Union Center Plaza
Federal Student Aid Administration
830 First Street, NE - Suite 54B1
Washington, D.C. 20202-0001
E-mail: InvoiceAdmin@ed.gov
Fax: 202-275-3477

The Contractor shall also simultaneously submit copies of the invoice to the Contracting Officer and one to the Contracting Officer's Representative (COR). The CO and COR should receive copies via the same means as the invoice sent to the Budget Group.

When submitting an invoice via mail, the Contractor shall submit the original invoice AND two copies of the invoice.

At a minimum the following items must be addressed in order for the invoice to be considered "proper" for payment:

- (1) Name and Address of the Contractor.
- (2) Invoice Number and Invoice Date (Date invoices as close as possible to the date of mailing or transmission). The date and actual submission must occur after receipt, inspection and acceptance of the supplies or services.
- (3) The Contract number, contract line item, and if applicable, the order number must be included on the invoice and be correct.

- (4) Description, quantity, unit of measure, unit price, and extended price of the item delivered must agree with the contract or order.
- (5) Terms of any prompt payment discount offered.
- (6) Name, title, and phone number of persons to be notified in event of defective invoice.
- (7) The period of time covered by the invoice must include the first and last day of the period.
- (8) Totals must be supported by subtotals and subtotals should be supported by detail, (e.g. documentation for categories of labor, hours performed, unit prices) and deliverables provided.
- (9) If required by this contract or order, receipts must be provided to support documentation of "other direct costs" (ODCs) or materials.
- (10) SPECIAL INSTRUCTIONS FOR FINANCE PAYMENTS:

Invoices for finance payments shall specifically and prominently identify the payment request as follows:

REQUEST FOR FINANCING PAYMENT

Finance payments are not subject to the Prompt Payment Act. Failure to identify the invoice as a request for financing may result in delay of payment. Invoices that are identified as Requests for Finance Payments shall only include the finance payments listed in the contract. Requests for finance payments shall not be combined with other types of invoice payments.

B.12 ADDITIONAL TERMS AND CONDITIONS

- A. **Contract Type**—This contract is for the NATIONAL OPTION. All terms and conditions herein shall apply whether this is a "National Option" or "State Option" award, unless otherwise noted.

National Option— Indefinite Delivery/Indefinite Quantity (IDIQ). During the course of the basic ordering period, the IDIQ minimum is \$2,532,000, provided that the Contractor is in compliance with the requirements for servicing federally held debt, and the maximum volume for the basic ordering period agreement will be 10 million borrowers. The Optional Ordering Period will have a minimum of \$1,000 and a maximum of an additional 10 million borrowers.
- B. **Ordering Period**—The ordering period for this contract will be one (1), five (5) year Base Ordering Period, with one (1) Optional Ordering Period through September 30, 2019.
- C. **Requirements Deadlines**—The Contractor shall comply with the requirements (as provided in Attachment A-2) for servicing federally held debt no later than July 1, 2014. If applicable, the Contractor shall also comply with the Supplemental Requirements (as provided in Attachment A-6), in accordance with Section B.12.N.14.
- D. **Quarterly Compliance Monitoring**—[Reserved]
- E. **Annual Compliance Audit**—[Reserved]
- F. **Allocation Methodology**—See Attachments A-4 and A-5.
- G. **Allocation Metrics**—See Attachments A-4 and A-5.
- H. **Performance Incentives/Metrics**—See Attachments A-4 and A-5.

- I. **Price Definitions**—See Attachment A-3.
- J. **Work Performed Outside the Continental United States**—The Contractor has represented to the Department that it will perform all work required under this Contract within the United States. If, at any time, the Contractor wishes to perform any Contract work outside the United States, the Contractor shall inform the Contracting Officer, in advance and in writing, of its intention and request the Department's approval. The Contractor shall not perform any Contract work outside the United States unless and until it has received the Contracting Officer's explicit, written approval to perform such work. In order to give proper consideration to the Contractor's request, the Department may ask for, and the Contractor shall provide, information relevant to the proposed performance outside the United States, including but not limited to a detailed description of the physical, personnel and management resources to be used and any potential difficulties or constraints in performing in the foreign jurisdiction. The Department may refuse to approve Contract performance outside the United States to the extent that, solely in the Department's judgment, the Contractor has not shown that performance outside the United States would satisfy the Contract requirements and would not impair or degrade performance. Further, the Department may refuse to approve any performance outside the United States for any other reason, or for no reason, except as otherwise required by the laws and treaties of the United States. The Department also may approve performance outside the United States subject to certain conditions, to which conditions the Contractor shall strictly adhere. Neither performance within the United States, nor the Department's refusal to allow performance outside the United States shall ever constitute a change to this Contract or give rise to any entitlement to additional compensation or excuse any failure of performance by the Contractor. Nothing in this clause shall be interpreted to impose any obligation on the Department to allow or to refuse a request for performance of this Contract outside the United States.
- K. **Branding/Marketing Material**—Contractors may not solicit or promote other services/products they, or their affiliates, offer while servicing Department of Education borrowers, or Federally held debt. This includes all communication channels and touch points, such as but not limited to: inbound and outbound calls/email, web pages, any mailings specific to the status of their account, direct personal and automated interaction, etc.

Scenarios: (1) if the servicer services Federally and non-Federally held debt and offers combined billing, no marketing envelopes or inserts for other services/products may be issued; (2) if the servicer services Federally and non-Federally held debt and does NOT use combined billing, normal marketing may be provided for non-Federally held debt for other services/products; and (3) if the servicer services Federally and non-Federally held debt and is in personal contact, no marketing for other services/products may be discussed. If a borrower with in-school status seeks information regarding other products or services from the servicer, the borrower shall be directed to their school's Student Financial Assistance Office.

Any exception or ambiguity regarding the above shall be reviewed and approved by the Contracting Officer in advance.

- L. **Invoicing and Non-Compliance** – Borrowers whose loans are not being serviced in compliance with the Requirements, Policy and Procedures for servicing federally held debt due to the fault of the servicer (e.g. correct interest calculations, correct balances, interest

determination and calculations, notices sent properly, proper due diligence, etc.), will not be billable to the Government from the initial point of non-compliance. Any funds that have been invoiced for these borrowers and paid shall be returned to the Government via a credit on the next invoice.

M. **Contracting Officer’s Representative** – See Section B.15.

N. **Additional Terms:**

1. The Not-for-Profit (NFP) Servicing contracts are for any “eligible” and “qualified” entities (herein referred to as “Entity” or “Entities”, unless otherwise noted) in accordance with the Health Care and Education Reconciliation Act of 2010 (Pub.L. 111-152, 124 Stat. 1029) (herein referred to as “HCERA” and/or “SAFRA”) to manage all types of Title IV student aid obligations, including, but not limited to, servicing of outstanding debt. The initial task orders may cover servicing of loans under the William D. Ford Federal Direct Loan Program (DL), the Federal Family Education Loan (FFEL) Program, the Federally Insured Student Loan (FISL) Program, and/or Teacher Education Assistance for College and Higher Education (TEACH) Grants that have converted to Federal Direct Unsubsidized Stafford Loans (Entities will not be required to service/track TEACH Grants that are in grant status). National Option contracts are not Requirements contracts.
2. Each Contractor will provide, at a minimum, the services provided within their proposal, including all necessary and appropriate Default Aversion services, in accordance with the pricing identified in Term #3 below.
3. The Government will set and manage the common pricing, including tier structure, below:

For the first 100,000 allocated borrower accounts ONLY, the following pricing shall apply:

Category	Unit Price
Borrowers in In-school Status	\$ 1.150
Borrowers in Grace or Current Repayment Status	\$ 2.320
Borrowers in Deferment or Forbearance	\$ 2.280
Borrowers 31-90 Days Delinquent	\$ 1.780
Borrowers 91-150 Days Delinquent	\$ 1.650
Borrowers 151-270 Days Delinquent	\$ 1.510
Borrowers 270+ Days Delinquent	\$ 0.550
On-System Conversion Fees (Per Borrower Account)*	\$ 10.000
Incurred Start-Up Costs (Per Entity)**	Up to \$300,000

**Applies to the first 100,000 borrower accounts each Entity loads onto its system for servicing. Billable only after actual conversion of accounts has occurred. No costs for off-system conversions/transfers shall apply.*

***Reimbursable ceiling amount for actual, reasonable, allowable, and allocable costs incurred in meeting the Government’s stated requirements, in accordance with FAR 31.201. All costs under this category shall be subject to audit, and are only reimbursable after contract award.*

For all borrower accounts above the first 100,000 allocated accounts, the following pricing shall apply:

Status	Volume Low	Volume High	Unit Price
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Borrowers in In-school Status			\$ 1.050
Borrowers in Grace or Current Repayment Status	1	3,000,000	\$ 2.110
	3,000,001	UP	\$ 1.900
Borrowers in Deferment or Forbearance	1	1,600,000	\$ 2.070
	1,600,001	UP	\$ 1.730
Borrowers 31-90 Days Delinquent			\$ 1.620
Borrowers 91-150 Days Delinquent			\$ 1.500
Borrowers 151-270 Days Delinquent			\$ 1.370
Borrowers 270+ Days Delinquent			\$ 0.500

Entities shall be responsible for the accurate tracking and proper invoicing of its borrower accounts, in accordance with the pricing structure above.

Out year pricing will follow the methodology described utilizing the subsequent terms. There will be no set declination in pricing at the time of award.

4. The Government has included an escalation methodology based upon the Bureau of Labor Statistics' (BLS) Employment Cost Index (ECI) for Total Compensation, Private Industry, Service Occupations (Not Seasonally Adjusted), to account for significant inflation and/or deflation. When the ECI exceeds 3.0% (plus or minus) in any given year the Government will adjust the established common pricing by any amount in excess of this rate. The calculated rate of escalation will equal the average of the 12-month percent change for the previous four quarters, ending June 30th. This ECI escalation will be applied beginning in September of the same calendar year. Further, this escalation will compound for all remaining years of the Base and Optional Ordering Periods.

For example, ECI rate released in June 2011 is 3.6%. The Government will increase unit pricing by .6% for the contract beginning September 1, 2011 and all remaining years of the Base Ordering Period, as well as the Optional Ordering Period.

A decreasing rate of inflation would follow the same pattern as above. For example, if the ECI decreases by more than 3.0%, then the unit prices for the remaining out-years will also decrease by the percentage in excess of 3.0%. For example, ECI rate released in June 2011 is -4.2%. The Government will decrease unit pricing by 1.2% for the contract period beginning September 1, 2011 and all remaining years of the Base Ordering Period, as well as the Optional Ordering Period.

5. Common pricing includes all supplies, services and other costs to deliver Title IV servicing under this contract, including:
 - Costs for bringing Contractor systems into compliance for handling federally held debt.
 - Costs for legislative, regulatory or policy changes that affect the Federal Family Education Loan (FFEL) Program community but simultaneously satisfy Direct Loan servicing requirements.

- For all other costs, the Department and the Contractor(s) may come to an agreement via change order process or negotiation, as necessary.
6. **National Option**—The Government makes no guarantee to any Contractor that their organization will retain their current loan servicing volume. The Government will provide an initial allocation of 100,000 borrower accounts under this IDIQ contract, in accordance with the Health Care and Education Reconciliation Act of 2010 (Pub.L. 111-152, 124 Stat. 1029) (herein referred to as “HCERA” and/or “SAFRA”). However, the ability of the Contractor to retain and/or increase its allocation volume shall depend on the Contractor’s compliance with contractual/regulatory requirements, and performance. In the event of an inability to comply with contractual/regulatory requirements and/or a lack of satisfactory performance, the Government reserves the right to reduce the Contractor’s allocation at no additional cost to the Government.
 7. The Government reserves the right to periodically review and equitably adjust the rate structure to maintain effectiveness of the services provided (e.g., different volume breaks, different tiers, cost allocations, etc)
 8. The Government reserves the right to equitably introduce, eliminate, or modify loan deliverables/status items that are in the best interest of the Government or Borrower. (e.g., In-School Deferments moved into the In-School deliverable; new deferment or forbearance categories; etc).
 9. The Government reserves the right to unilaterally shift borrowers in the best interest of the Government or Borrowers, at no additional cost to the Government. It is anticipated that this will be done only with reasonable and prudent cause. This term is not subject to the Disputes and Appeals process provided in FAR Subpart 33.2.
 10. The Government retains the unilateral right to resolve split-borrowers as deemed appropriate by the Government, at no additional cost to the Government. This term is not subject to the Disputes and Appeals process provided in FAR Subpart 33.2.
 11. The Government reserves the right to periodically review and unilaterally adjust the performance and/or allocations metrics and/or methodology to maintain effectiveness of the services provided.
 12. An “eligible” and “qualified” Entity shall only receive the initial 100,000 account allocation once, regardless of future changes, and/or potentially multiple teaming arrangements.
 13. **Initial Allocation**—Initial Allocation will be scheduled so that Initial Allocations can be made in an efficient and prudent manner.

Ongoing allocations (i.e. any allocation subsequent to an Entity’s Initial Allocation) shall be managed in accordance with the allocation methodology provided in this agreement.

14. Performance Measurement/Allocation Methodology – See Attachment A-4, “*Ongoing Allocation Methodology – v3*” and Attachment A-5, “*SAMPLE ONLY—Ongoing Allocation Metric Calculation (National Option Only) – v3*”.

- a. **National Option Only**—Once an Entity (and its team) has been collectively allocated two (2) million borrowers – that Entity shall also meet the Supplemental Requirements provided in Attachment A-6 at no additional cost to the Government and comply with the TIVAS terms and conditions provided as Attachment A-8, within six (6) months of receiving its two millionth borrower account and shall compete with the other TIVAS for allocation, making it no longer eligible to compete with the other non-TIVAS Entities for allocation. In the event that the Entity does not meet the Supplemental Requirements (provided in Attachment A-6) and the TIVAS terms and conditions (provided in Attachment A-8) within six (6) months of receiving the two millionth borrower account, the Government will reduce that Entity’s allocation volume by 200,000 borrower accounts each month, until the Entity has come into compliance with the Supplemental Requirements in Attachment A-6 and the TIVAS terms and conditions in Attachment A-8. These accounts may not be reinstated even after the Entity has come into compliance with the Supplemental Requirements in Attachment A-6 and the TIVAS terms and conditions in Attachment A-8.

15. Key Subcontractors—The Subcontractors listed below (or as specified in the Schedule of this contract) are considered essential for the purposes of determining the Contractor’s borrower account allocation and the capability to perform under this contract. Any subcontractor that has a material impact on the ability of the Contractor to perform under this agreement, as well as those for which credit is given for 100,000 borrower account allocation shall be considered Key, and shall be listed below (or as specified in the Schedule of this contract). No credit for 100,000 borrower account allocations shall be given to a subcontractor that is not listed as a Key Subcontractor below. Prior to removing, replacing, or diverting any of the Key Subcontractors, the Contractor shall notify the Contracting Officer (within a reasonable time or no less than 30 days in advance of taking any action) and shall submit justification (including proposed substitutions if necessary) in sufficient detail to permit evaluation of the impact on this contract. The removal, replacement, or diversion of any of the specified Subcontractors may result in a reduction of the Contractor’s allocation by up to 100,000 borrower accounts for each Subcontractor that is removed. No diversion shall be made by the Contractor without the written consent of the Contracting Officer; provided, that the Contracting Officer may ratify in writing the change and such ratification shall constitute the consent of the Contracting Officer required by this clause. The Subcontractors listed below (or as specified in the Schedule of this contract) may, with the consent of the contracting parties, be modified from time to time during the course of the contract to either add or delete Subcontractors, as appropriate.

No.	Key Subcontractor
1.	Pennsylvania Higher Education Assistance

	Agency (PHEAA)
2.	[Reserved]
3.	[Reserved]

16. If the Contractor’s eligibility and/or qualification status under the Health Care and Education Reconciliation Act of 2010 (Pub.L. 111-152, 124 Stat. 1029) changes at any time after contract award so that it is no longer “eligible” and/or “qualified”, the contract shall be automatically terminated at no additional cost to the Government. This action includes changes to the law that may alter the Contractor’s status, funding, and/or other factors that have a material bearing on this contract.

B.13 52.212-5 Contract Terms And Conditions Required To Implement Statutes Or Executive Orders—Commercial Items (AUG 2011)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).
- (6) 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).
- (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
- (8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011) (15 U.S.C. 657a).

- (9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (10) [Reserved]
- (11)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-6.
- (iii) Alternate II (Mar 2004) of 52.219-6.
- (12)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (13) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).
- (14)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (iv) Alternate III (Jul 2010) of 52.219-9.
- (15) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- (16) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (17)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (June 2003) of 52.219-23.
- (18) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (19) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- (21) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).
- (22) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2011).
- (23) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2011).
- (24) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (25) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).
- (26) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (27) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (28) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- (29) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (30) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

___ (31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (32) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (33)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (34) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

___ (35)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

___ (ii) Alternate I (DEC 2007) of 52.223-16.

___ (36) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

___ (37) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

___ (38)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

___ (ii) Alternate I (Jan 2004) of 52.225-3.

___ (iii) Alternate II (Jan 2004) of 52.225-3.

___ (39) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (40) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (42) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (43) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (44) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (45) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

___ (46) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (47) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

X (48) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (49)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

(1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

(7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

(8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

____ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

B.14 EDAR 3452.209-70 Conflict of Interest Certification (MAR 2011)

(a) (1) The contractor, subcontractor, employee, or consultant, by signing the form in this clause, certifies that, to the best of its knowledge and belief, there are no relevant facts or circumstances that could give rise to an organizational or personal conflict of interest, (see FAR Subpart 9.5 for organizational conflicts of interest) (or apparent conflict of interest), for the organization or any of its staff, and that the contractor, subcontractor, employee, or consultant has disclosed all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts (or if such a person would question the impartiality of the contractor, subcontractor, employee, or consultant). Conflicts may arise in the following situations:

(i) *Unequal access to information.* A potential contractor, subcontractor, employee, or consultant has access to nonpublic information through its performance on a government contract.

(ii) *Biased ground rules.* A potential contractor, subcontractor, employee, or consultant has worked, in one government contract, or program, on the basic structure or ground rules of another government contract.

(iii) *Impaired objectivity.* A potential contractor, subcontractor, employee, or consultant, or member of their immediate family (spouse, parent, or child) has financial or other interests that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs, in offering advice or recommendations to the government, or in providing technical assistance or other services to recipients of Federal funds as part of its contractual responsibility. “*Impaired objectivity*” includes but is not limited to the following situations that would cause a reasonable person with knowledge of the relevant facts to question a person’s objectivity:

(A) Financial interests or reasonably foreseeable financial interests in or in connection with products, property, or services that may be purchased by an educational agency, a person, organization, or institution in the course of implementing any program administered by the Department;

(B) Significant connections to teaching methodologies or approaches that might require or encourage the use of specific products, property, or services; or

(C) Significant identification with pedagogical or philosophical viewpoints that might require or encourage the use of a specific curriculum, specific products, property, or services.

(2) Offerors must provide the disclosure described above on any actual or potential conflict of interest (or apparent conflict of interest) regardless of their opinion that such a conflict or potential conflict (or apparent conflict of interest) would not impair their objectivity.

(3) In a case in which an actual or potential conflict (or apparent conflict of interest) is disclosed, the Department will take appropriate actions to eliminate or address the actual or potential conflict, including but not limited to mitigating or neutralizing the conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the conflict. In

this clause, the term “potential conflict” means reasonably foreseeable conflict of interest.

(b) The contractor, subcontractor, employee, or consultant agrees that if “impaired objectivity”, or an actual or potential conflict of interest (or apparent conflict of interest) is discovered after the award is made, it will make a full disclosure in writing to the contracting officer. This disclosure shall include a description of actions that the contractor has taken or proposes to take to avoid, mitigate, or neutralize the actual or potential conflict (or apparent conflict of interest).

(c) *Remedies.* The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid the appearance of a conflict of interest. If the contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the contracting officer, the Government may terminate the contract for default, or pursue such other remedies as may be permitted by law or this contract. These remedies include imprisonment for up to five years for violation of 18 U.S.C. 1001 and fines of up to \$5000 for violation of 31

U.S.C. 3802. Further remedies include suspension or debarment from contracting with the Federal government. The contractor may also be required to reimburse the Department for costs the Department incurs arising from activities related to conflicts of interest. An example of such costs would be those incurred in processing Freedom of Information Act requests related to a conflict of interest.

(d) In cases where remedies short of termination have been applied, the contractor, subcontractor, employee, or consultant agrees to eliminate the organizational conflict of interest, or mitigate it to the satisfaction of the contracting officer.

(e) The contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions that conform substantially to the language of this clause, including specific mention of potential remedies and this paragraph (e).

(f) *Conflict of Interest Certification.* The offeror, [insert name of offeror], hereby certifies that, to the best of its knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed under the contract or task order resulting from Request for Proposal No. [insert number] that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest. The offeror further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the Government's satisfaction, such conflict of interest (or apparent conflict of interest).

Offeror's Name MISSOURI HIGHER EDUCATION LOAN AUTHORITY
RFP/Contract No ED-FSA-11-D-0012
Signature Raymond N. Bayer
Title Executive Director and CEO
Date 9/27/2011

B.15 EDAR 3452.201-70 Contracting Officer's Representative (COR) (MAR 2011)

(a) The Contracting Officer's Representative (COR) is responsible for the technical aspects of the project, technical liaison with the contractor, and any other responsibilities that are specified in the contract. These responsibilities include inspecting all deliverables, including reports, and recommending acceptance or rejection to the contracting officer.

(b) The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes that affect the contract price, terms, or conditions. Any contractor requests for changes shall be submitted in writing directly to the contracting officer or through the COR. No such changes shall be made without the written authorization of the contracting officer.

(c) The COR's name and contact information:

Lynn Smith
Federal Student Aid
830 First Street, NE

Suite 63H1
Washington, DC 20202
Email: lynn.smith@ed.gov
Phone: 202.377.3124

(d) The COR may be changed by the Government at any time, but notification of the change, including the name and address of the successor COR, will be provided to the contractor by the contracting officer in writing.

B.16 EDAR 3452.227–70 Publication and publicity (MAR 2011)

(a) Unless otherwise specified in this contract, the contractor is encouraged to publish and otherwise promote the results of its work under this contract. A copy of each article or work submitted by the contractor for publication shall be promptly sent to the contracting officer's representative. The contractor shall also inform the representative when the article or work is published and furnish a copy in the published form.

(b) The contractor shall acknowledge the support of the Department of Education in publicizing the work under this contract in any medium. This acknowledgement shall read substantially as follows: "This project has been funded at least in part with Federal funds from the U.S. Department of Education under contract number [Insert number]. The content of this publication does not necessarily reflect the views or policies of the U.S. Department of Education nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government."

B.17 EDAR 3452.227–71 Advertising of awards (MAR 2011)

The contractor agrees not to refer to awards issued by, or products or services delivered to, the Department of Education in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed by the Federal government or is considered by the Federal government to be superior to other products or services.

B.18 EDAR 3452.237–71 Observance of administrative closures (MAR 2011)

(a) The contract schedule identifies all Federal holidays that are observed under this contract.

Contractor performance is required

under this contract at all other times, and compensated absences are not extended due to administrative closures of Government facilities and operations due to inclement weather, Presidential decree, or other administrative issuances where Government personnel receive early dismissal instructions.

(b) In cases of contract performance at a Government facility when the facility is closed, the vendor may arrange for performance to continue during the closure at the contractor's site, if appropriate.

B.19 EDAR 3452.239-72 Department security requirements (MAR 2011)

(a) The contractor and its subcontractors shall comply with Department security policy requirements as set forth in the “Bidder’s Security Package: Security Requirements for Contractors Doing Business with the Department of Education” at <http://www.ed.gov/fund/contract/about/bsp.html>.

(b) The following are the contractor employee positions required under this contract and their designated risk levels: High Risk (HR): [Specify HR positions.] Moderate Risk (MR): [Specify MR positions.] Low Risk (LR): [Specify LR positions.]

(c) All contractor employees must undergo personnel security screening if they will be employed for 30 days or more, in accordance with Departmental Directive OM:5-101, “Contractor Employee Personnel Security Screenings.” The type of screening and the timing of the screening will depend upon the nature of the contractor position, the type of data to be accessed, and the type of information technology (IT) system access required. Personnel security screenings will be commensurate with the risk and magnitude of harm the individual could cause.

(d) The contractor shall—(1) Ensure that all non-U.S. citizen contractor employees are lawful permanent residents of the United States or have appropriate work authorization documents as required by the Department of Homeland Security, Bureau of Immigration and Appeals, to work in the United States. (2) Ensure that no employees are assigned to high risk designated positions prior to a completed preliminary screening. (3) Submit all required personnel security forms to the contracting officer’s representative (COR) within 24 hours of an assignment to a Department contract and ensure that the forms are complete. (4) Ensure that no contractor employee is placed in a higher risk position than that for which he or she was previously approved, without the approval of the contracting officer or the COR, the Department personnel security officer, and the Department computer security officer. (5) Ensure that all contractor employees occupying high-risk designated positions submit forms for reinvestigation every five years for the duration of the contract or if there is a break in service to a Department contract of 365 days or more. (6) Report to the COR all instances of individuals seeking to obtain unauthorized access to any departmental IT system, or sensitive but unclassified and/or Privacy Act protected information. (7) Report to the COR any information that raises an issue as to whether a contractor employee’s eligibility for continued employment or access to Department IT systems, or sensitive but unclassified and/or Privacy Act protected information, promotes the efficiency of the service or violates the public trust. (8) Withdraw from consideration under the contract any employee receiving an unfavorable adjudication determination. (9) Officially notify each contractor employee if he or she will no longer work on a Department contract. (10) Abide by the requirements in Departmental Directive OM:5-101, “Contractor Employee Personnel Security Screenings.”

(e) Further information including definitions of terms used in this clause and a list of required investigative forms for each risk designation are contained in Departmental Directive OM:5-101, "Contractor Employee Personnel Security Screenings" available at the Web site listed in the first paragraph of this clause.

(f) Failure to comply with the contractor personnel security requirements may result in a termination of the contract for default.

B.20 EDAR 3452.242-71 Notice to the Government of delays (MAR 2011)

The contractor shall notify the contracting officer of any actual or potential situation, including but not limited to labor disputes, that delays or threatens to delay the timely performance of work under this contract. The contractor shall immediately give written notice thereof, including all relevant information.

B.21 EDAR 3452.242-73 Accessibility of meetings, conferences, and seminars to persons with disabilities (MAR 2011)

The contractor shall assure that any meeting, conference, or seminar held pursuant to the contract will meet all applicable standards for accessibility to persons with disabilities pursuant to section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and any implementing regulations of the Department.

C. STATEMENT OF OBJECTIVES (SOO)

C.1 General Description Of Scope/Purpose

C.1.1 Federal Student Aid Background/Overview

Federal Student Aid (FSA), an office of the U.S. Department of Education, plays a central and essential role in America's postsecondary education community.

FSA's core mission is to ensure that all eligible individuals benefit from federal financial assistance—grants, loans and work-study programs—for education beyond high school. The programs that FSA administers comprise the nation's largest source of student aid: each year, FSA provides more than \$100 billion in new aid to nearly 14 million postsecondary students and their families. FSA's staff of 1,100 is based in 10 cities, in addition to its Washington, D.C. headquarters.

C.1.2 Current Need

The Department seeks to contract with “eligible” and “qualified” entities to service Title IV student financial aid, in accordance with Section 2212 of the Health Care and Education Reconciliation Act of 2010 (Pub.L. 111-152, 124 Stat. 1029), which provides that:

“The Secretary shall contract with each eligible not-for-profit servicer to service loans originated under this part, if the servicer—

(I) meets the standards for servicing Federal assets that apply to contracts awarded pursuant to paragraph (1); and

(II) has the capacity to service the applicable loan volume allocation described in subparagraph (B).”

C.1.3 Objective

Acquire efficient and effective commercial contract services from “eligible” and “qualified” entities to manage all types of Title IV student aid obligations, including, but not limited to, servicing of outstanding debt.

C.1.4 Constraints

C.1.4.1 Specific compliance activities for servicing Federally held assets include, but are not limited to the requirements for servicing federally-held debt, as provided herein.

C.1.4.2 In order to manage the costs associated with such a potentially large portfolio, the service must provide innovative measures to ensure portfolio growth is not the key driver of total cost. Contractor incentives must be based on performing assets, rather than transaction or activity based delinquency incentives. Costs may also be managed through redistribution of customers to self-service options, as approved by the Government. Performance measures will help ensure that the complete service operates as efficiently and effectively as possible and that it is achieving the desired

business outcomes. These measurements will be flexible to allow for regular reviews and revisions as necessary.

C.1.4.3 The Contractor(s) will be responsible for maintaining a full understanding of all federal and state laws and regulations and FSA requirements and ensuring that all aspects of the service continue to remain in compliance as changes occur.

For example, Federal Student Aid anticipates that the McNamara-O’Hara Service Contract Act of 1965 (as provided in Section B.13(c)(1)) will apply to the services performed under this procurement. At a minimum, the Contractor(s) shall:

- (a) Identify the locations in which it anticipates performance to occur;
- (b) Identify the appropriate wage determination for each location identified (Prevailing wage determinations can be found using the WDOL website: <http://www.wdol.gov/>); and
- (c) Within each applicable wage determination, ensure that all appropriate labor categories that the servicer plans to utilize are **properly and accurately** classified within the wage determination, and that these employees are compensated in accordance with the prevailing wage determination.
- (d) In the event that the labor category is subject to the Service Contract Act but is not accurately captured in the wage determination for a given location, the Contractor shall follow the process described in FAR Subpart 22.1019 and submit a “Request For Authorization of Additional Classification and Rate” (SF 1444) to the Contracting Officer for a conformance.

The preceding steps provide a high-level example of some steps that may be necessary for adhering to the Service Contract Act, but is not a comprehensive list.

C.1.4.4 The Contractor(s) will provide a service flexible enough to handle new requirements generated by Congress and respond to legislative mandates and policy changes. Please see Attachment A-1 – *Standards and Relevant Documents* for historical and current representative information.

C.1.4.5 The Contractor(s) will provide timely (as defined by FSA and Contractor) responses to Office of Inspector General (OIG), General Accounting Office (GAO), budget, data, and management requests.

C.1.4.6 It is understood and mutually agreed that the Department of Education has exclusive ownership of all information stored, retrieved, modified, and/or archived as part of this service. The Contractor shall have no rights in such information and no rights to such information shall vest on the Contractor by virtue of its performance of this contract. No other party has the right to copy, delete, archive, or transfer such information without the prior express written consent of the Department of Education. The Contractor shall not use such information for any marketing or solicitation

purpose including, but not limited to, commercial advertising, credit offers, or similar campaigns.

C.2 Attachments/Supplemental Documents

Number	Title
A-1	Historical and Current Representative Sample of <i>Standards and Relevant Documents</i> (v2)
A-2	Not-For-Profit (NFP) High-Level Federal Servicer Requirements (Version 6.0)
A-3	Servicing Pricing Definitions
A-4	Ongoing Allocation Methodology – v3
A-5	SAMPLE ONLY—Ongoing Allocation Metric Calculation (National Option Only) – v3
A-6	Supplemental Not-For-Profit (NFP) High-Level Federal Servicer Requirements (Version 1.0)
A-7	Wage Determination # WD 005-2309 (Rev. -11)
A-8	TIVAS Terms and Conditions (v2)

Attachment A-1

Attachment A-1

Historical and Current representative sample of *Standards and Relevant Documents* (v2)

**Note: This document is intended to provide a SAMPLE of standards and documents that may be relevant in performance of this contract. This is not intended to provide a comprehensive or complete list of laws and regulations that may apply. While it is the intent of the Government to provide current and accurate Uniform Resource Locators (URLs) to the references below, it is the responsibility of the contractor to ensure that it has referenced and complies with the documents provided herein, as applicable. If the contractor experiences difficulty in accessing any of these documents, the contractor shall notify the Department immediately for assistance. It is the contractor's responsibility to ensure it complies with all applicable laws and regulations in performance of this agreement, in accordance with the terms of the contract.*

United States Department of Education Information and Resources

- Title IV Student Aid Programs Regulations (34 CFR Parts 600-694)
 - http://www.access.gpo.gov/nara/cfr/waisidx_04/34cfr600_04.html
- Review of Student Aid Regulations Under Title IV of the Higher Education Act of 1965
 - <http://www.ed.gov/offices/ODS/regreview/index.html>
- Amendments to the Higher Education Act of 1965
 - <http://edlabor.house.gov/education/higher-education/>
- Department of Education Priorities
 - <http://www.ed.gov/about/priorities.jsp>
- Information for Financial Aid Professionals (IFAP) Library
 - <http://www.ifap.ed.gov/>
- U.S. Department of Education Records Disposition Schedules
 - www.ed.gov/policy/gen/guid/fra/intro-02sch.pdf
- Security Requirements for Contractors Doing Business with the Department of Education
 - www.ed.gov/fund/contract/about/bsp.html

Applicable Federal Public Laws and Regulations

- Title IV Student Aid Programs Regulations (34 CFR Parts 600-694)
 - http://www.access.gpo.gov/nara/cfr/waisidx_04/34cfr600_04.html
- Review of Student Aid Regulations Under Title IV of the Higher Education Act of 1965
 - <http://www.ed.gov/offices/ODS/regreview/index.html>
- Amendments to the Higher Education Act of 1965
 - <http://edlabor.house.gov/education/higher-education/>
- Fair Debt Collection Practices Act
 - <http://www.ftc.gov/os/statutes/fdcpajump.htm>

Attachment A-1

- Computer Fraud and Abuse Act of 1987
 - <http://www.cio.energy.gov/documents/ComputerFraud-AbuseAct.pdf>
- Computer Matching and Privacy Protection Act of 1988, as amended
 - [http://thomas.loc.gov/cgi-bin/bdquery/z?d100:SN00496:](http://thomas.loc.gov/cgi-bin/bdquery/z?d100:SN00496)
- Government Paperwork Elimination Act (GPEA)
 - <http://www.ed.gov/policy/gen/leg/gpea/index.html>
- Section 508 of the Rehabilitation Act of 1973
 - <http://www.section508.gov/>
- Electronic Signatures in Global and National Commerce Act of 2000 (E-Sign)
 - http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=106_cong_bills&docid=f:s761enr.txt.pdf
- Gramm-Leach-Bliley Act
 - <http://www.senate.gov/~banking/conf/>

Standards Resources

- International Organization for Standardization
 - <http://www.iso.ch/iso/home.htm>
- National Institute of Standards and Technology
 - <http://www.nist.gov/>
- Software Engineering Institute (SEI) and the Capability Maturity Model (CMM)
 - <http://www.sei.cmu.edu/cmml/>
- FIPS PUB 113 – “Computer Data Authentication”
 - <http://www.itl.nist.gov/fipspubs/fip113.htm>

Executive Orders and Executive Office Guidance

- Executive Order 13231 - "Critical Infrastructure Protection in the Information Age"
 - <http://www.whitehouse.gov/news/releases/2001/10/20011016-12.html>
- Executive Order 13228 - "Establishing the Office of Homeland Security and the Homeland Security Council"
 - <http://www.whitehouse.gov/news/releases/2001/10/20011008-2.html>
- Executive Order 13011 - "Federal Information Technology"
 - <http://www.cio.gov/Documents/federal%5Fit%5FJul%5F1996%2Ehtml>

Office of Management and Budget (OMB) Circulars, Memoranda, and Other Guidance on Information Technology

- OMB Circular A-123 – “Internet Control Systems”
 - <http://www.whitehouse.gov/omb/circulars/a123/a123.html>
- OMB Circular A-127 – “Financial Management Systems”
 - <http://www.whitehouse.gov/omb/circulars/a127/a127.html>
- OMB Circular A-130 – “Management of Federal Information Resources”, Appendix III – “Security of Federal Information Resources”
 - <http://www.whitehouse.gov/omb/circulars/a130/a130.html>
- NIST Special Publication 800-18 – “Guide for Developing Security Plans for Information Technology Systems”

Attachment A-1

- <http://csrc.nist.gov/publications/nistpubs/800-18-Rev1/sp800-18-Rev1-final.pdf>
- OMB Memorandum 97-02 – “Funding Information Systems Investments”
 - <http://www.whitehouse.gov/omb/memoranda/m97-02.html>
- OMB Memorandum 97-16 – “Information Technology Architectures”
 - <http://www.whitehouse.gov/omb/memoranda/m97-16.html>
- OMB Memorandum 00-15 – “OMB Guidance on Implementing the Electronic Signatures in Global and National Commerce Act”
 - <http://www.whitehouse.gov/omb/memoranda/m00-15.html>
- OMB Memorandum 01-08 – “Guidance on Implementing the GISRA”
 - <http://www.whitehouse.gov/omb/memoranda/m01-08.pdf>
- OMB Memorandum 01-24 – “Reporting Instructions for the GISRA”
 - <http://www.whitehouse.gov/omb/memoranda/m01-24.pdf>
- US General Accounting Office Accounting and Information Management Division (GAO/AIMD) Report 94-115 – “Executive Guide: Improving Mission Performance Through Strategic Information Management and Technology”
 - <http://www.gao.gov/special.pubs/ai94115.pdf>
- 1098E – Student Loan Interest Information Reporting
 - <http://www.unclefed.com/Tax-Bulls/1998/not98-07.pdf>

Other

- IRS Publication 1075 – “Tax Information Security Guidelines for Federal, State, and Local Agencies”
 - <http://www.irs.gov/pub/irs-pdf/p1075.pdf>

(End of Attachment A-1)

Attachment A-2

Not-For-Profit (NFP) High-Level Federal Servicer Requirements

	High Level Requirements	Requirement Category
1	The servicer shall have the ability to service FFEL, Direct, and FISL loans as required by statutory and regulatory guidelines.	Processing & Servicing
2	The servicer shall have the ability to assess charge/fees (i.e. Non Sufficient Funds or late charges). <i>Note: no charges for other fees on loans in the ED portfolio are to be assessed at this time.</i>	Processing & Servicing
3	The servicer shall have the ability to support borrower benefit plans.	Processing & Servicing
4	The servicer shall process discharge transactions after receiving and reviewing required supporting documentation meeting the required regulatory guidelines and receiving FSA approval.	Processing & Servicing
5	The servicer shall provide FSA the ability to access account information on FSA accounts that exist on the servicer's system.	Processing & Servicing
6	The servicer shall provide FSA the ability to access to image information on FSA accounts that exist on the servicer's system.	Processing & Servicing
7	The servicer shall provide access for FSA to listen to live and/or recorded inbound and outbound calls.	Processing & Servicing
8	The Servicer shall process government initiated control mail.	Processing & Servicing
9	The Servicer shall provide repayment plans for all loans types, including plans in existence prior to, and after, the Higher Education Reconciliation Act of 2005 (HERA). Servicers will also need to implement the Income Contingent Repayment plan.	Processing & Servicing
10	The servicer shall perform reconciliations of portfolio balances and financial activity.	Financial Reports & Reconciliation
11	The servicer shall provide accounting reports needed for reconciliations.	Financial Reports & Reconciliation
12	The servicer shall perform daily, weekly and monthly internal system balancing of all payment activity accepted from all sources (manual and via system interface).	Financial Reports & Reconciliation
13	The servicer shall create a financial interface between the FSA servicer and FSA Financial Management System (FMS) to provide financial data to FMS on a daily, weekly and monthly basis.	FMS Interface
14	The servicer shall accurately translate (map) each servicing transaction from the Servicer's subsidiary ledger to FSA's general ledger (FMS).	FMS Interface

Attachment A-2

Not-For-Profit (NFP) High-Level Federal Servicer Requirements

15	The servicer shall uniquely identify each specific activity (e.g., Collection of Principal, Collection of Interest, etc.) at a transaction level for all loans in the federal portfolio.	Financial Activity and Transactions
16	The servicer shall provide activity reports needed for reconciliations.	Financial Activity and Transactions
17	The servicer shall obtain daily deposit information from Treasury systems and shall post payments to the borrower accounts on the same date of receipt.	Financial Activity and Transactions
18	The servicer shall perform due diligence to research payments held in suspense for the purpose of resolving the unposted items (posting to borrower account, refunding, or escheatment).	Financial Activity and Transactions
19	The servicer shall manage credit balance accounts, and other payments and accounts requiring a refund; processing payments refunds via interface with FSA's Financial Management System (FMS).	Financial Activity and Transactions
20	The servicer shall assign and retain the Credit Reform Code (CRC), recording and reporting on all loan related transactions at the CRC level.	Financial Activity and Transactions
21	The servicer shall incorporate a system of internal controls consistent with federal laws, regulations, policies and authoritative guidance. These laws, regulations, and guidance include, but are not limited to: Federal Financial Management Improvement Act (FFMIA); Federal Managers' Financial Integrity Act (FMFIA); CFO Act; Government Performance and Results Act (GPRA); GAO's Green Book; OMB Circulars A-123, 1-127, and A-130; Joint Financial Management Improvement Program (JFMIP); and Treasury Financial Manual (TFM).	Financial Activity and Transactions
22	The servicer shall maintain unique standard reporting for loans within each Program (i.e. 08/09 Loan Purchase Program, Puts from 08/09 Participation Program, 09/10 Loan Purchase program, Conduit, Direct Loan, etc.)	Financial Activity and Transactions
23	The servicer shall develop an interface with Treasury designated services (Treasury Lockbox, Pay.gov, Remittance Express, IPAC, TRS, etc.) and send/receive data via these interfaces.	Treasury - Lockbox/Cashlink/TRS/Pay.gov
24	The servicer shall require entities making payments on federally held loans (borrowers, lenders, etc) to direct payments to a Treasury designated service. NOTE: Payments on non-federally held loans can not be directed to a Treasury service.	Treasury - Lockbox/Cashlink/TRS/Pay.gov
25	The Servicer shall provide support for OMB Circular A-123. Includes process flows, improper payment reporting, walkthroughs, samples, etc.	Internal Controls & Audits

Attachment A-2

Not-For-Profit (NFP) High-Level Federal Servicer Requirements

26	The Servicer shall provide data downloads, samples, walkthroughs, process documentation and additional work products to support audits.	Internal Controls & Audits
27	The servicer shall be responsible for resolving all deficiencies identified during audits and participating in corrective action plans as needed.	Internal Controls & Audits
28	The Servicer shall provide operational and portfolio reports.	Operational & Portfolio Reporting
29	The Servicer shall provide support to provide FSA requested ad hoc reports when requested.	Operational & Portfolio Reporting
30	The servicer shall create an interface between the FSA servicer and NSLDS and provide loan and borrower level information to NSLDS via SAIG on a weekly basis.	NSLDS
31	The servicer shall accept NSLDS enrollment information and update borrower accounts based on enrollment updates.	NSLDS
32	The servicer shall resolve NSLDS errors and data conflicts.	NSLDS
33	The servicer shall create an interface between the FSA servicer and the Total & Permanent Disability System (TPD).	Total & Permanent Disability
34	The servicer shall accept and review applications from borrowers applying for TPD.	Total & Permanent Disability
35	The servicer shall resolve any TPD System interface errors and data conflicts.	Total & Permanent Disability
36	The servicer shall transfer borrowers/loans that qualify for TPD to the TPD system.	Total & Permanent Disability
37	The servicer shall accept reinstated loans transferred from the TPD System and begin servicing the loans.	Total & Permanent Disability
38	The servicer shall process all applicable financial transactions when transferring loans to, or receiving loans from, the TPD system.	Total & Permanent Disability
39	The servicer shall create an interface between the FSA servicer and the Federal Debt Collection System.	Debt Collection
40	The servicer shall resolve any Debt Collection interface errors and data conflicts.	Debt Collection
41	The servicer shall transfer defaulted borrowers/loans to the Debt Collection system.	Debt Collection
42	The servicer shall accept rehabilitated loans transferred from the Debt Collection system and begin servicing the loans.	Debt Collection

Attachment A-2

Not-For-Profit (NFP) High-Level Federal Servicer Requirements

43	The servicer shall process all applicable financial transactions when transferring loans to, or receiving loans from, the Debt Collection system.	Debt Collection
44	The servicer shall create an interface between the FSA servicer and the Direct Loan Consolidation System (DLCS).	Consolidation (Payoff interface)
45	The servicer shall accept and respond to consolidation inquiries via the interface with DLCS (similar to LVC process).	Consolidation (Payoff interface)
46	The servicer shall accept and process consolidation payoffs via the interface with DLCS.	Consolidation (Payoff interface)
47	The servicer shall process all applicable financial transactions resulting from consolidation payoffs received.	Consolidation (Payoff interface)
48	The servicer shall resolve any DLCS interface errors and data conflicts.	Consolidation (Payoff interface)
49	The servicer shall comply with all federal standards related to records management. (such as citations to pertinent laws, codes and regulations such as 44 U.S.C chapters 21, 29, 31 and 33; Freedom of Information Act (5 U.S.C. 552); Privacy Act (5 U.S.C. 552a); 36 CFR Part 1222 and Part 1228)	Record Retention
50	The servicer shall provide support for walkthroughs and/or site visits by FSA and/or FSA designees.	Compliance & Monitoring Reviews
51	The servicer shall support annual program compliance reviews by FSA, or by an agent of FSA	Compliance & Monitoring Reviews
52	The servicer shall support quarterly monitoring reviews completed by FSA (including providing walkthroughs, procedures, samples, process flows, training materials, etc.).	Compliance & Monitoring Reviews
53	The servicer shall meet all statutory and legislative requirements.	Other
54	The servicer shall have the ability to send and receive loan transfers to/from all federal servicers via a common format.	Other
55	The servicer shall complete all financial transactions, reconciliation, and reporting resulting from transfers to/from all federal servicers.	Other
56	The servicer shall respond to draft and official cohort default rate (incorrect data) challenges.	Other
57	The Servicer shall restrict access to FSA held loans being serviced and segregate them from all other loans on their system. Access must be limited to personnel who have obtained proper clearances and who are specifically authorized to view or perform transactions and services on loans held by FSA.	Security

Attachment A-2

Not-For-Profit (NFP) High-Level Federal Servicer Requirements

58	The servicer shall provide previous security information from the past three years to include a discussion of security incidents; and audits like SAS 70s, Sarbanes Oxley reviews, independent security assessments, risk assessments, and/or internal reviews along with the applicable remediation plans.	Security
59	The servicer shall provide existing security documentation like its security organizational structure, its system's boundary, existing security policy, procedures, and plans.	Security
60	<p>The servicer shall complete personnel background screening requirements:</p> <p>a) All personnel are required to complete a federal background clearance based on their position risk level. Background clearances are submitted on line via Office of Personnel Management (OPM)'s Electronic Questionnaire for Investigations Process (e-Qip). Contractor employees who have undergone appropriate personnel security screening for another federal agency may submit proof of personal security screening for validation. (Attached Security Attachment A -Department of Education's Directive for Contractor Employee Personnel Security Screenings.)</p> <p>b) Preliminary clearances must be completed for high-risk positions prior to working on Federal Student Aid systems or data (This process can take 2-6 weeks). Moderate and low risk positions must submit background clearance paperwork prior to working on Federal Student Aid computer resources.</p> <p>c) Non-U.S. Citizen may be assigned to a High Risk IT (6C) level position, provided: he/she is a Lawful Permanent Resident of the United States and has resided continuously in the United States for a minimum of three (3) years. Non-U.S. Citizens living outside of the United States cannot have the capability to access Federal Student Aid systems or data.</p>	Security
61	The servicer shall complete a self-assessment of it's system and facilities based on NIST SP 800-53 controls, identify security deficiencies/gaps, and create a remediation plan for the identified deficiencies.	Security
62	The servicer shall agree to provide support for all actions required for a formal security authorization and continuous monitoring program as defined by NIST SP 800-37.	Security

Attachment A-2

Not-For-Profit (NFP) High-Level Federal Servicer Requirements

63	The servicer shall create a project plan that they will follow to develop a NIST SP 800-18 compliant System Security Plan created in the Department of Education format.	Security
64	The servicer shall bundle the requested information in requirements 57 - 63 above as attachments to a discussion document that provides an overview of how each requirement is met. The cover page for this package will include a self-certification document identifying the system's security posture to include its overall security risk. The cover page shall be signed by the servicer's senior security official and program manager attesting that the information within the package is accurate.	Security

Deliverable	Definition
Borrowers in In-school Status	Number of unique borrowers (SSNs) with balance not equal to \$0.00 who have not separated from school as of the last day of the billing period
Borrowers in Grace or Current Repayment Status	Number of unique borrowers (SSNs) with balance not equal to \$0.00 who have separated from school and are less than 31 days delinquent and are not in deferment, forbearance, or conditionally discharged as of the last day of the billing period
Borrowers in Deferment or Forbearance	Number of unique borrowers (SSNs) with balance not equal to \$0.00 who have separated from school, are in deferment or forbearance and who are not conditionally discharged as of the last day of the billing period
Borrowers 31-90 Days Delinquent	Number of unique borrowers (SSNs) with balance not equal to \$0.00 who have separated from school, are 31 or more days, but less than 91 days delinquent, and who are not conditionally discharged as of the last day of the billing period
Borrowers 91-150 Days Delinquent	Number of unique borrowers (SSNs) with balance not equal to \$0.00 who have separated from school, are 91 or more days, but less than 151 days delinquent, and who are not conditionally discharged as of the last day of the billing period
Borrowers 151-270 Days Delinquent	Number of unique borrowers (SSNs) with balance not equal to \$0.00 who have separated from school are 151 or more days, but less than 271 days delinquent, and who are not conditionally discharged as of the last day of the billing period
Borrowers 270+ Days Delinquent	Number of unique borrowers (SSNs) with balance not equal to \$0.00 who have separated from school and 271 or more days and who are not conditionally discharged as of the last day of the billing period. This may include borrowers over 360 day that are considered in Default Status, but for some reason have not been transferred through no fault of the Servicer.

NOTES:

1. Common pricing shall apply regardless of program (i.e. Direct Loan, Federal Family Education Loan) or volume serviced, unless otherwise noted in the contract.
2. Reporting is required for the number of borrowers and/or loans and dollar amount of each program, in addition to any other reporting requirements provided in the contract.
3. Borrowers in multiple statuses shall be billed once, in the lowest performing deliverable status. The lowest performing deliverable status is defined as the lowest unit priced deliverable.
4. Borrowers pending discharge, which include, but are not limited to: conditional disability, death, or bankruptcy, shall be, for billing purposes, counted in the deliverable status at the time of the discharge request.
5. "The last day of the billing period" is defined as the last day of the Department of Education's monthly billing period.

Attachment A-4

Ongoing Allocation Methodology – Version 3

The allocation of ongoing volume will be determined based on the performance of each servicer in relation to the other servicers awarded. While the total number of awarded servicers has not yet been determined, this methodology works with any number of servicers (as shown in examples).

Quarterly metric results will be compiled for each servicer based on various performance factors; five high-level metrics, and some sub-metric categories, have been defined (see below). An average of the quarterly metric results available on July 1 of each year will be used to determine the ranking of each servicer in each of the five high-level metric categories. By combining each servicer's ranking in all categories, each servicer will be given a percentage of the total volume of Federally Held Debt specifically dedicated to the Not-For-Profit (NFP) Servicer contractors pool (if any), to be distributed for the upcoming year. However, the Government makes no guarantee that a contractor under the NFP program will receive more than its initial allocation of 100,000 borrower accounts. The ability of the Contractor to retain and/or increase its allocation volume shall depend on the Contractor's compliance with contractual/regulatory requirements, and performance. In the event of an inability to comply with contractual/regulatory requirements and/or a lack of satisfactory performance, the Government reserves the right to terminate the contract or reduce the Contractor's allocation at no additional cost to the Government.

All metrics will be measured on quarterly basis. The initial metric results for each servicer will be measured during the first calendar quarter the servicer receives a transfer of loans. In July of each year, all available quarterly metric results will be averaged together to provide a final metric result in each metric category. Survey results will be averaged and rounded to the nearest 100th of a point (2 positions right of decimal – e.g. 74.577 = 74.58), other metric results will be rounded to the nearest 100th of a percent (2 positions right of percentage decimal – e.g. 2.056% = 2.06%). FSA will compare all servicers' metric results in each allocation metric category and determine a ranking for each servicer in that category, with the best ranking in each category receiving the highest possible score and the worst ranking receiving the lowest possible score (highest / lowest values will be determined by the number of servicers eligible for allocation --- Highest score possible will be the total number of servicers selected, lowest score will be 1).

Once a score has been assigned to each servicer in each allocation category, all scores for a servicer will be added together to provide the "Total Yearly Score" for that servicer for the year. Each servicer will have one Total Yearly Score for each year.

Allocation Metric # 1 – Borrower Surveys –The survey will measure borrower satisfaction with the servicer and results will be based on a scale of 0 – 100, with 100 representing a perfect score. FSA or an agent of FSA will conduct surveys.

Allocation Metric # 2 – FSA Surveys –Surveys will measure satisfaction of selected FSA staff with the servicer and results will be based on a scale of 0 – 100, with 100 representing a perfect score. FSA or an agent of FSA will conduct surveys.

Allocation Metric # 3 – Percent of Borrowers in Current Repayment Status – Calculation = (count of borrowers in current repayment status (<=30 days delinquent) at the end of current period) divided by (borrower count of all borrowers in both current and delinquent repayment at end of current period).

Attachment A-4

Allocation Metric # 4 – Percent of Borrowers > 90 Days Delinquent – Calculation = (borrower count of borrowers > 90 days delinquent at end of the current period) divided by (borrower count of all borrowers in both current and delinquent repayment at end of current period).

Allocation Metric # 5 – Delinquency Resolution of Borrowers Delinquent > 180 days – Calculation = (count of current borrowers (<=30 days delinquent) at end of period who, in prior calendar quarter end had a delinquency of 180 days or >) divided by (count of borrowers >=180 days delinquent at end of prior quarter).

Allocation of New Volume of Federally Held Debt

Each servicer will be assigned an allocation percentage of new volume by dividing that servicer's total yearly score by the combined total yearly scores of all servicers. The resulting percentage will determine each servicer's percentage of new volume of Federally Held Debt.

The servicer's percentage of new volume will determine the percentage of new borrowers that will be sent to the servicer for servicing (loans for existing borrowers may, to the maximum extent practicable, be sent to the servicer already holding that borrower's other loans).

No entity shall be eligible for an additional allocation until they have been measured on all performance metrics for at least three full calendar quarters. No borrower accounts shall be included in the allocation pool before at least two not-for-profit servicers are eligible for an additional allocation. Accordingly, the first allocation of additional volume will not occur before August 2013.

NOTE: If a servicer is out of compliance (for example, but not limited to, financial management or reporting, security, OMB Circular A-123, Legislative Mandates, Program Compliance, etc.), that servicer's new volume may be re-allocated to one or more other servicers until compliance has been achieved. In addition, that servicer's current account volume may be transferred to another servicer, at the non-compliant servicer's expense.

Attachment A-5

SAMPLE ONLY - ONGOING ALLOCATION METRIC CALCULATION - Version 3

Scenario 1 - 5 NFP Servicers Under Contract Award

Quarterly Scores for all Servicers

Servicer A	Oct metric results	Dec metric results	Mar metric results	Jun metric results	Yearly Average
Borrower Survey	98.00	96.00	98.00	96.00	97.00
FSA Survey	96.00	98.00	97.00	97.00	97.00
% of Borrowers in Current Repayment	78.00%	63.00%	74.00%	65.00%	70.000%
% of Borrowers > 90 Days Delinquent	1.00%	1.20%	0.90%	1.30%	1.100%
Delinquency Resolution of Borrowers Delinquent > 180 Days	6.00%	7.00%	7.00%	6.40%	6.600%

Servicer B	Oct metric results	Dec metric results	Mar metric results	Jun metric results	Yearly Average
Borrower Survey	98.00	96.00	92.00	94.00	95.00
FSA Survey	95.00	92.00	91.00	91.00	92.25
% of Borrowers in Current Repayment	60.00%	70.00%	70.00%	60.00%	65.000%
% of Borrowers > 90 Days Delinquent	2.00%	3.60%	3.00%	3.60%	3.050%
Delinquency Resolution of Borrowers Delinquent > 180 Days	4.00%	5.05%	4.00%	5.60%	4.660%

Servicer C (Servicer Only live for 3 performance periods)	Oct metric results	Dec metric results	Mar metric results	Jun metric results	Yearly Average
Borrower Survey	N/A	96.00	91.00	95.00	94.00
FSA Survey	N/A	92.00	95.00	92.00	93.00
% of Borrowers in Current Repayment	N/A	74.00%	72.00%	66.00%	70.670%
% of Borrowers > 90 Days Delinquent	N/A	2.40%	1.80%	2.60%	2.270%
Delinquency Resolution of Borrowers Delinquent > 180 Days	N/A	6.00%	5.00%	7.00%	6.000%

Servicer D (Servicer Only live for 3 performance periods)	Oct metric results	Dec metric results	Mar metric results	Jun metric results	Yearly Average
Borrower Survey	N/A	90.00	95.00	85.00	90.00
FSA Survey	N/A	97.00	98.00	90.00	95.00
% of Borrowers in Current Repayment	N/A	62.50%	60.05%	59.95%	60.830%
% of Borrowers > 90 Days Delinquent	N/A	5.05%	4.50%	5.10%	4.880%
Delinquency Resolution of Borrowers Delinquent > 180 Days	N/A	3.60%	2.00%	3.60%	3.070%

Servicer E (Servicer Only live for 2 performance periods) NOT ELIGIBLE FOR ALLOCATION	Oct metric results	Dec metric results	Mar metric results	Jun metric results	Yearly Average
Borrower Survey	N/A	N/A	90.00	90.00	90.00
FSA Survey	N/A	N/A	92.00	90.00	91.00
% of Borrowers in Current Repayment	N/A	N/A	61.00%	64.00%	62.500%
% of Borrowers > 90 Days Delinquent	N/A	N/A	6.00%	5.00%	5.500%
Delinquency Resolution of Borrowers Delinquent > 180 Days	N/A	N/A	3.00%	1.60%	2.300%

Attachment A-5

FINAL YEARLY METRIC RESULT BY ALLOCATION METRIC

METRIC		Servicers			
		A	B	C	D
1	Borrower Survey	97.00	95.00	94.00	90.00
2	FSA Survey	97.00	92.25	93.00	95.00
3	% of Borrowers in Current Repayment	70.00%	65.00%	70.67%	60.83%
4	% of Borrowers > 90 Days Delinquent	1.10%	3.05%	2.27%	4.88%
5	Delinquency Resolution of Borrowers Delinquent > 180 Days	6.60%	4.66%	6.00%	3.07%

SERVICER SCORE BY ALLOCATION METRIC

METRIC		Servicers			
		A	B	C	D
1	Borrower Survey	4.0	3.0	2.0	1.0
2	FSA Survey	4.0	1.0	2.0	3.0
3	% of Borrowers in Current Repayment	3.0	2.0	4.0	1.0
4	% of Borrowers > 90 Days Delinquent	4.0	2.0	3.0	1.0
5	Delinquency Resolution of Borrowers Delinquent > 180 Days	4.0	2.0	3.0	1.0

TOTAL YEARLY SCORE BY SERVICER

AVERAGE SCORE	Servicers			
	A	B	C	D
	19.0	10.0	14.0	7.0

ALLOCATION EACH SERIVER WILL RECEIVE

	Total Yearly Score	% of new volume Servicer will receive (Average Score / Combined Totals)	New borrowers (based on 6M total new borr)
Servicer A	30.0	33.33%	1,999,800
Servicer B	25.0	27.78%	1,666,800
Servicer C	20.0	22.22%	1,333,200
Servicer D	15.0	16.67%	1,000,200
Combined Total	90	100.00%	6,000,000

Attachment A-6

Supplemental Not-For-Profit (NFP) High-Level Federal Servicer Requirements

	High Level Requirements	Requirement Category
1	The servicer shall create an interface with the Direct Loan Origination & Disbursement System(s) to accept Direct Loans.	DL Originations
2	The servicer shall complete all financial transactions, reconciliation, and reporting resulting from receiving Direct Loans.	DL Originations
3	The servicer shall resolve any Direct Loan origination interface errors and data conflicts.	DL Originations
4	The servicer shall implement a process to accept loans purchased by ED via a loan transfer file.	Loan Purchases
5	The servicer shall support all activities required to complete ED loan purchases.	Loan Purchases
6	The servicer shall complete all financial transactions, reconciliation, and reporting resulting from ED loan purchase process.	Loan Purchases

WD 05-2309 (Rev.-11) was first posted on www.wdol.gov on 06/17/2011

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT		U.S. DEPARTMENT OF LABOR
By direction of the Secretary of Labor		EMPLOYMENT STANDARDS ADMINISTRATION
		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Diane C. Koplewski Director		Wage Determination No.: 2005-2309
Division of Wage Determinations		Revision No.: 11
		Date Of Revision: 06/13/2011

States: Illinois, Missouri

Area: Illinois Counties of Alexander, Bond, Calhoun, Clay, Clinton, Effingham, Fayette, Franklin, Hamilton, Jackson, Jefferson, Jersey, Johnson, Madison, Marion, Massac, Monroe, Perry, Pope, Pulaski, Randolph, Saline, St Clair, Union, Washington, Wayne, Williamson
Missouri Counties of Audrain, Boone, Callaway, Clark, Cole, Crawford, Franklin, Gasconade, Jefferson, Knox, Lewis, Lincoln, Marion, Monroe, Montgomery, Osage, Pike, Ralls, Randolph, Scotland, Shelby, St Charles, St Francois, St Louis, Ste Genevieve, Warren, Washington

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.10
01012 - Accounting Clerk II		15.83
01013 - Accounting Clerk III		18.57
01020 - Administrative Assistant		24.14
01040 - Court Reporter		19.05
01051 - Data Entry Operator I		12.22
01052 - Data Entry Operator II		14.40
01060 - Dispatcher, Motor Vehicle		19.05
01070 - Document Preparation Clerk		13.51
01090 - Duplicating Machine Operator		13.51
01111 - General Clerk I		12.33
01112 - General Clerk II		15.00
01113 - General Clerk III		17.07
01120 - Housing Referral Assistant		20.96
01141 - Messenger Courier		11.61
01191 - Order Clerk I		12.99
01192 - Order Clerk II		14.18
01261 - Personnel Assistant (Employment) I		16.33
01262 - Personnel Assistant (Employment) II		19.05
01263 - Personnel Assistant (Employment) III		20.73
01270 - Production Control Clerk		20.73
01280 - Receptionist		15.10
01290 - Rental Clerk		16.06
01300 - Scheduler, Maintenance		15.96
01311 - Secretary I		15.96
01312 - Secretary II		17.85
01313 - Secretary III		20.96
01320 - Service Order Dispatcher		18.12
01410 - Supply Technician		22.39
01420 - Survey Worker		19.05
01531 - Travel Clerk I		11.94
01532 - Travel Clerk II		12.86
01533 - Travel Clerk III		13.72
01611 - Word Processor I		13.51
01612 - Word Processor II		16.06
01613 - Word Processor III		19.05
05000 - Automotive Service Occupations		

05005 - Automobile Body Repairer, Fiberglass	22.80
05010 - Automotive Electrician	20.59
05040 - Automotive Glass Installer	19.74
05070 - Automotive Worker	19.74
05110 - Mobile Equipment Servicer	18.01
05130 - Motor Equipment Metal Mechanic	21.46
05160 - Motor Equipment Metal Worker	19.74
05190 - Motor Vehicle Mechanic	20.40
05220 - Motor Vehicle Mechanic Helper	16.72
05250 - Motor Vehicle Upholstery Worker	18.88
05280 - Motor Vehicle Wrecker	19.74
05310 - Painter, Automotive	20.59
05340 - Radiator Repair Specialist	19.74
05370 - Tire Repairer	15.80
05400 - Transmission Repair Specialist	21.46
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.77
07041 - Cook I	11.02
07042 - Cook II	12.07
07070 - Dishwasher	8.11
07130 - Food Service Worker	10.05
07210 - Meat Cutter	16.34
07260 - Waiter/Waitress	8.69
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.56
09040 - Furniture Handler	13.35
09080 - Furniture Refinisher	20.56
09090 - Furniture Refinisher Helper	16.55
09110 - Furniture Repairer, Minor	18.84
09130 - Upholsterer	22.61
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.74
11060 - Elevator Operator	11.10
11090 - Gardener	16.03
11122 - Housekeeping Aide	11.46
11150 - Janitor	11.46
11210 - Laborer, Grounds Maintenance	12.55
11240 - Maid or Houseman	8.62
11260 - Pruner	11.10
11270 - Tractor Operator	15.03
11330 - Trail Maintenance Worker	12.55
11360 - Window Cleaner	13.02
12000 - Health Occupations	
12010 - Ambulance Driver	17.73
12011 - Breath Alcohol Technician	16.55
12012 - Certified Occupational Therapist Assistant	21.69
12015 - Certified Physical Therapist Assistant	20.81
12020 - Dental Assistant	16.87
12025 - Dental Hygienist	29.20
12030 - EKG Technician	22.64
12035 - Electroneurodiagnostic Technologist	22.64
12040 - Emergency Medical Technician	19.90
12071 - Licensed Practical Nurse I	14.80
12072 - Licensed Practical Nurse II	16.55
12073 - Licensed Practical Nurse III	18.46
12100 - Medical Assistant	13.28
12130 - Medical Laboratory Technician	17.14
12160 - Medical Record Clerk	14.89
12190 - Medical Record Technician	15.83
12195 - Medical Transcriptionist	16.10
12210 - Nuclear Medicine Technologist	31.23
12221 - Nursing Assistant I	10.22
12222 - Nursing Assistant II	11.49
12223 - Nursing Assistant III	12.54
12224 - Nursing Assistant IV	14.07

12235 - Optical Dispenser	16.07
12236 - Optical Technician	15.99
12250 - Pharmacy Technician	15.52
12280 - Phlebotomist	14.07
12305 - Radiologic Technologist	25.09
12311 - Registered Nurse I	26.36
12312 - Registered Nurse II	29.18
12313 - Registered Nurse II, Specialist	29.18
12314 - Registered Nurse III	35.30
12315 - Registered Nurse III, Anesthetist	35.30
12316 - Registered Nurse IV	42.33
12317 - Scheduler (Drug and Alcohol Testing)	20.03
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.31
13012 - Exhibits Specialist II	22.69
13013 - Exhibits Specialist III	27.76
13041 - Illustrator I	20.80
13042 - Illustrator II	25.56
13043 - Illustrator III	30.15
13047 - Librarian	26.36
13050 - Library Aide/Clerk	12.34
13054 - Library Information Technology Systems Administrator	23.81
13058 - Library Technician	14.61
13061 - Media Specialist I	17.18
13062 - Media Specialist II	19.21
13063 - Media Specialist III	21.43
13071 - Photographer I	16.71
13072 - Photographer II	18.69
13073 - Photographer III	23.16
13074 - Photographer IV	27.91
13075 - Photographer V	33.77
13110 - Video Teleconference Technician	17.77
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.04
14042 - Computer Operator II	19.06
14043 - Computer Operator III	21.26
14044 - Computer Operator IV	23.61
14045 - Computer Operator V	26.16
14071 - Computer Programmer I	22.01
14072 - Computer Programmer II	26.17
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.26
14160 - Personal Computer Support Technician	25.31
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.92
15020 - Aircrew Training Devices Instructor (Rated)	42.25
15030 - Air Crew Training Devices Instructor (Pilot)	50.64
15050 - Computer Based Training Specialist / Instructor	33.63
15060 - Educational Technologist	28.74
15070 - Flight Instructor (Pilot)	50.64
15080 - Graphic Artist	21.87
15090 - Technical Instructor	20.66
15095 - Technical Instructor/Course Developer	25.27
15110 - Test Proctor	16.67
15120 - Tutor	16.67
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.18
16030 - Counter Attendant	9.18
16040 - Dry Cleaner	11.31
16070 - Finisher, Flatwork, Machine	9.18

16090 - Presser, Hand	9.18
16110 - Presser, Machine, Drycleaning	9.18
16130 - Presser, Machine, Shirts	9.18
16160 - Presser, Machine, Wearing Apparel, Laundry	9.18
16190 - Sewing Machine Operator	11.95
16220 - Tailor	12.63
16250 - Washer, Machine	9.95
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	22.05
19040 - Tool And Die Maker	25.72
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	19.14
21030 - Material Coordinator	20.64
21040 - Material Expediter	20.64
21050 - Material Handling Laborer	19.18
21071 - Order Filler	12.91
21080 - Production Line Worker (Food Processing)	18.77
21110 - Shipping Packer	13.96
21130 - Shipping/Receiving Clerk	13.96
21140 - Store Worker I	11.56
21150 - Stock Clerk	17.04
21210 - Tools And Parts Attendant	19.14
21410 - Warehouse Specialist	19.14
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.30
23021 - Aircraft Mechanic I	25.34
23022 - Aircraft Mechanic II	26.30
23023 - Aircraft Mechanic III	27.31
23040 - Aircraft Mechanic Helper	19.24
23050 - Aircraft, Painter	24.07
23060 - Aircraft Servicer	21.72
23080 - Aircraft Worker	22.71
23110 - Appliance Mechanic	22.59
23120 - Bicycle Repairer	15.80
23125 - Cable Splicer	26.41
23130 - Carpenter, Maintenance	26.52
23140 - Carpet Layer	22.39
23160 - Electrician, Maintenance	30.81
23181 - Electronics Technician Maintenance I	24.18
23182 - Electronics Technician Maintenance II	25.38
23183 - Electronics Technician Maintenance III	26.95
23260 - Fabric Worker	20.13
23290 - Fire Alarm System Mechanic	23.21
23310 - Fire Extinguisher Repairer	18.57
23311 - Fuel Distribution System Mechanic	22.56
23312 - Fuel Distribution System Operator	17.91
23370 - General Maintenance Worker	20.67
23380 - Ground Support Equipment Mechanic	25.34
23381 - Ground Support Equipment Servicer	21.72
23382 - Ground Support Equipment Worker	22.71
23391 - Gunsmith I	18.57
23392 - Gunsmith II	21.52
23393 - Gunsmith III	23.58
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.39
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	23.24
23430 - Heavy Equipment Mechanic	23.21
23440 - Heavy Equipment Operator	25.39
23460 - Instrument Mechanic	21.16
23465 - Laboratory/Shelter Mechanic	22.59
23470 - Laborer	17.17
23510 - Locksmith	22.23
23530 - Machinery Maintenance Mechanic	27.80
23550 - Machinist, Maintenance	24.17

23580 - Maintenance Trades Helper	18.37
23591 - Metrology Technician I	21.16
23592 - Metrology Technician II	21.96
23593 - Metrology Technician III	22.79
23640 - Millwright	27.07
23710 - Office Appliance Repairer	22.23
23760 - Painter, Maintenance	23.03
23790 - Pipefitter, Maintenance	30.12
23810 - Plumber, Maintenance	28.85
23820 - Pneudraulic Systems Mechanic	23.58
23850 - Rigger	23.58
23870 - Scale Mechanic	21.52
23890 - Sheet-Metal Worker, Maintenance	26.55
23910 - Small Engine Mechanic	21.36
23931 - Telecommunications Mechanic I	24.81
23932 - Telecommunications Mechanic II	25.76
23950 - Telephone Lineman	23.55
23960 - Welder, Combination, Maintenance	23.21
23965 - Well Driller	23.21
23970 - Woodcraft Worker	23.58
23980 - Woodworker	18.57
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.61
24580 - Child Care Center Clerk	13.39
24610 - Chore Aide	9.28
24620 - Family Readiness And Support Services Coordinator	13.20
24630 - Homemaker	13.20
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.70
25040 - Sewage Plant Operator	23.34
25070 - Stationary Engineer	25.70
25190 - Ventilation Equipment Tender	18.44
25210 - Water Treatment Plant Operator	23.34
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.23
27007 - Baggage Inspector	12.71
27008 - Corrections Officer	18.82
27010 - Court Security Officer	22.13
27030 - Detection Dog Handler	16.66
27040 - Detention Officer	18.82
27070 - Firefighter	25.67
27101 - Guard I	12.71
27102 - Guard II	16.66
27131 - Police Officer I	22.39
27132 - Police Officer II	24.88
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.57
28042 - Carnival Equipment Repairer	13.41
28043 - Carnival Equipment Worker	8.87
28210 - Gate Attendant/Gate Tender	13.47
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	15.07
28510 - Recreation Aide/Health Facility Attendant	11.00
28515 - Recreation Specialist	18.05
28630 - Sports Official	12.00
28690 - Swimming Pool Operator	16.53
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.72
29020 - Hatch Tender	23.72
29030 - Line Handler	23.72
29041 - Stevedore I	22.09
29042 - Stevedore II	24.90
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77

30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	19.36
30022 - Archeological Technician II	21.56
30023 - Archeological Technician III	25.04
30030 - Cartographic Technician	27.52
30040 - Civil Engineering Technician	22.72
30061 - Drafter/CAD Operator I	19.36
30062 - Drafter/CAD Operator II	21.56
30063 - Drafter/CAD Operator III	24.15
30064 - Drafter/CAD Operator IV	29.71
30081 - Engineering Technician I	17.67
30082 - Engineering Technician II	19.83
30083 - Engineering Technician III	22.18
30084 - Engineering Technician IV	27.48
30085 - Engineering Technician V	33.62
30086 - Engineering Technician VI	40.68
30090 - Environmental Technician	22.06
30210 - Laboratory Technician	20.55
30240 - Mathematical Technician	26.82
30361 - Paralegal/Legal Assistant I	20.04
30362 - Paralegal/Legal Assistant II	24.86
30363 - Paralegal/Legal Assistant III	30.37
30364 - Paralegal/Legal Assistant IV	36.75
30390 - Photo-Optics Technician	26.82
30461 - Technical Writer I	23.51
30462 - Technical Writer II	28.76
30463 - Technical Writer III	34.79
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	24.15
Surface Programs	
30621 - Weather Observer, Senior (see 2)	26.82
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.28
31030 - Bus Driver	16.52
31043 - Driver Courier	15.43
31260 - Parking and Lot Attendant	9.85
31290 - Shuttle Bus Driver	16.94
31310 - Taxi Driver	11.23
31361 - Truckdriver, Light	16.94
31362 - Truckdriver, Medium	17.97
31363 - Truckdriver, Heavy	20.79
31364 - Truckdriver, Tractor-Trailer	20.79
99000 - Miscellaneous Occupations	
99030 - Cashier	8.79
99050 - Desk Clerk	9.86
99095 - Embalmer	24.71
99251 - Laboratory Animal Caretaker I	10.84
99252 - Laboratory Animal Caretaker II	11.89
99310 - Mortician	30.54
99410 - Pest Controller	16.01
99510 - Photofinishing Worker	13.06
99710 - Recycling Laborer	18.45
99711 - Recycling Specialist	22.00
99730 - Refuse Collector	16.24
99810 - Sales Clerk	12.95
99820 - School Crossing Guard	9.90
99830 - Survey Party Chief	20.39
99831 - Surveying Aide	13.53
99832 - Surveying Technician	18.54
99840 - Vending Machine Attendant	12.95

99841 - Vending Machine Repairer	15.14
99842 - Vending Machine Repairer Helper	12.95

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.59 per hour or \$143.60 per week or \$622.27 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your

regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is

not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

Attachment A-8: TIVAS Terms and Conditions (v2)

In accordance with Section B.12.N.14 of the contract, once two (2) million borrower accounts have been collectively allocated under this contract, the following terms within this document shall apply. Unless otherwise noted herein, all other terms and conditions of the contract shall remain in full force and effect:

A. TIVAS Pricing Terms:

1. The following pricing replaces the pricing model provided in Section B.12.N.3. All pricing, including set pricing for the first 100,000 allocated borrower accounts, shall convert to the pricing below. CLINS 0001-0009 established in A.1 shall no longer apply.

The Government will set and manage the common pricing, including tier structure, below:

Status	Volume Low	Volume High	Unit Price
Borrowers in In-school Status	N/A	N/A	\$ 1.050
Borrowers in Grace or Current Repayment Status	1	3,000,000	\$ 2.110
	3,000,001	UP	\$ 1.900
Borrowers in Deferment or Forbearance	1	1,600,000	\$ 2.070
	1,600,001	UP	\$ 1.730
Borrowers 31-90 Days Delinquent	N/A	N/A	\$ 1.620
Borrowers 91-150 Days Delinquent	N/A	N/A	\$ 1.500
Borrowers 151-270 Days Delinquent	N/A	N/A	\$ 1.370
Borrowers 270+ Days Delinquent	N/A	N/A	\$ 0.500

Out year pricing will follow the methodology described utilizing the subsequent terms. There will be no set declination in pricing at the time of award.

2. The contractor shall implement an interface with the Student Loan origination and disbursement system, in accordance with Attachment A-6.

Attachment A-8: TIVAS Terms and Conditions (v2)

B. TIVAS Ongoing Allocation Methodology

The following allocation methodology shall replace the previous version provided as Attachment A-4, in its entirety:

The allocation of ongoing volume will be determined based on the performance of each servicer in relation to the other servicers awarded. While the total number of awarded servicers has not yet been determined, this methodology works with any number of servicers (as shown in examples).

Quarterly scores will be compiled for each servicer based on various performance factors; five high-level metrics, and some sub-metric categories, have been defined (see below). An average of the quarterly scores available on July 1 of each year will be used to determine the ranking of each servicer in each of the five high-level metric categories. By combining each servicer's ranking in all categories, each servicer will be given a percentage of the total new volume of Federally Held Debt to be distributed for the upcoming year.

Servicers will be informed of their allocation percentage of new volume by July 15 of each year. This allocation will become effective on August 15 of each year. The first ongoing allocation will be provided by August 15, 2010.

The allocation of ongoing volume will be determined based on the following factors:

1. Percentage of "In Repayment" Portfolio Dollars that go into default (that are 361+ days delinquent within the current quarter) – Measured as a percentage of the servicer's current Federally held portfolio
 - a. Percentage at Public Schools
 - b. Percentage at Private Schools
 - c. Percentage at Proprietary Schools
2. Percentage of unique "In Repayment" Portfolio borrowers that go into default (that are 361+ days delinquent within the current quarter) – Measured as a percentage of the servicer's current Federally held portfolio
 - a. Percentage at Public Schools
 - b. Percentage at Private Schools
 - c. Percentage at Proprietary Schools
3. Borrower Surveys
 - a. In School Borrowers
 - b. In Grace Borrowers
 - c. In Repayment Borrowers
4. School Surveys
 - a. Public Schools
 - b. Private Schools
 - c. Proprietary Schools
5. Survey of FSA personnel

Attachment A-8: TIVAS Terms and Conditions (v2)

Allocation Metric # 1 - to be measured Quarterly (calendar quarters beginning with October 1, 2009). Calculation = (Total Dollar Amount that are 361+ days delinquent within the current quarter) DIVIDED BY (Total Dollar Amount that are in Repayment and 0 to 360 days delinquent plus the Total Dollar Amount that are 361+ days only within the current quarter). All available quarterly scores in each category (1a, 1b, 1c) will be averaged together on July 1 of each year to calculate the Final Score for this allocation metric."

Allocation Metric # 2 - to be measured Quarterly (calendar quarters beginning with October 1, 2009). Calculation = (Total Count of Borrowers that are 361+ days delinquent within the current quarter) DIVIDED BY (Total Count of Borrowers that are in Repayment and 0 to 360 days delinquent plus the Total Count of Borrowers that are 361+ days only within the current quarter). All available quarterly scores in each category (2a,2b, 2c) will be averaged together on July 1 of each year to calculate the Final Score for this allocation metric."

Allocation Metric # 3 – Surveys will be conducted quarterly of borrowers in each category (In School, In Grace, and In Repayment). The survey will measure borrower satisfaction with the servicer and results will be based on a scale of 0 – 100%, with 100% representing a perfect score. FSA, or an agent of FSA will conduct surveys. All available quarterly scores in each category (3a, 3b, 3c) will be averaged together on July 1 of each year to calculate the Final Score for this allocation metric.

Allocation Metric # 4 – Surveys will be conducted quarterly of schools in each category (Public, Private, and Proprietary). The survey will measure school satisfaction with the servicer and results will be based on a scale of 0 – 100%, with 100% representing a perfect score. FSA, or an agent of FSA will conduct surveys. All available quarterly scores in each category (4a, 4b, 4c) will be averaged together on July 1 of each year to calculate the Final Score for this allocation metric.

Allocation Metric # 5 – Surveys will be conducted quarterly of FSA personnel. The survey will measure FSA satisfaction with the servicer and results will be based on a scale of 0 – 100%, with 100% representing a perfect score. FSA, or an agent of FSA will conduct surveys. All available quarterly scores will be averaged together on July 1 of each year to calculate the Final Score for this allocation metric.

Allocation Metric Score Comparison Among Servicers

The above calculation will result in a set of 5 scores for each servicer, one score in each metric category (1-Defaulted borrower dollars, 2-Defaulted borrower count, 3-Borrower Survey, 4-School Survey, 5-FSA Survey).

FSA will compare all servicers' scores in each allocation metric category and provide a ranking for each servicer in that category, with the best score in each category receiving the highest possible value and the worst score receiving the lowest possible value (highest / lowest values will be determined by the number of servicers selected --- Highest score possible will be the total number of servicers selected, lowest score will be 1).

Attachment A-8: TIVAS Terms and Conditions (v2)

Once a ranking value has been assigned to each servicer in each allocation category, all scores for a servicer will be added together to provide the "Total Score" for that servicer for the year. Each servicer will have one Total Score for each year.

Allocation of New Volume of Federally Held Debt

Each servicer will be assigned an allocation of new volume by dividing that servicer's total score by the combined total scores of all servicers. The resulting percentage will determine each servicer's percentage of new volume of Federally Held Debt.

The servicer's percentage of new volume will determine the percentage of new borrowers that will be sent to the servicer for servicing (loans for existing borrowers may, to the maximum extent practicable, be sent to the servicer already holding that borrower's other loans).

NOTE: If a servicer is out of compliance (for example, but not limited to, financial management or reporting, security, OMB Circular A-123, Legislative Mandates, Program Compliance, etc.), that servicer's new volume may be re-allocated to one or more other servicers until compliance has been achieved. In addition, that servicer's current account volume may be transferred to another servicer, at the non-compliant servicer's expense.

Attachment A-8: TIVAS Terms and Conditions (v2)

C. SAMPLE - ONGOING ALLOCATION METRIC CALCULATION

The following sample allocation metric calculation shall replace the previous version provided as Attachment A-5, in its entirety:

Scenario 10 - 2 Servicers selected

FINAL SCORE BY ALLOCATION METRIC

METRIC		Servicers	
		1	2
1	Defaulted borrower count	1.10%	2.20%
2	Defaulted borrower amount	6.60%	5.50%
3	Borrower Survey	97.00%	95.00%
4	School Survey	89.00%	90.00%
5	FSA Survey	97.00%	95.00%

SERVICER RANKING BY ALLOCATION METRIC

METRIC		Servicers	
		1	2
1	Defaulted borrower count	2.0	1.0
2	Defaulted borrower amount	1.0	2.0
3	Borrower Survey	2.0	1.0
4	School Survey	1.0	2.0
5	FSA Survey	2.0	1.0

TOTAL SCORE BY SERVICER

TOTAL SCORE	Servicers	
	1	2
	8.0	7.0

ALLOCATION EACH SERIVER WILL RECEIVE

	Total Score	% of new volume Servicer will receive (Total Score / Combined Totals)	New borrowers (based on 6M total new borr)
Servicer 1	8.0	53.33%	3,200,000
Servicer 2	7.0	46.67%	2,800,000
Combined Total	15	100.00%	6,000,000

EXHIBIT B

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS AWARDED ORDER UNDER DPAS (15 CFR 7900)		RATING	PAGE 1 OF PAGES 83
2. CONTRACT NUMBER 91003123D0004		3. SOLICITATION NUMBER 91003122R0007		4. TYPE OF SOLICITATION SEALED BID (IFB) NEGOTIATED (RFP)	5. DATE ISSUED
7. ISSUED BY US Department of Education FSA - Acquisitions, 830 First St NE - Suite 91F3 Washington DC 20202		CODE FSA-ACQ		8. ADDRESS OFFER TO (If other than Item 7)	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) _____ (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL	A. NAME	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXTENSION

11. TABLE OF CONTENTS

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X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	83 - 83	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS /WORK STATEMENT	-		J	LIST OF ATTACHMENTS	-
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	E	INSPECTION AND ACCEPTANCE	-		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	-
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE 41YN3	FACILITY MISSOURI HIGHER EDUCATION LOAN AUTHORITY 633 SPIRIT DR CHESTERFIELD MO 63005	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
15B. TELEPHONE NUMBER	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		
AREA CODE	NUMBER	EXTENSION	

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$0.00	21. ACCOUNTING AND APPROPRIATION See Schedule
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 U.S.C. 2304(c) 41 U.S.C. 3304(a) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
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24. ADMINISTERED BY (If other than Item 7) US Department of Education FSA - Acquisitions, 830 First St NE - Suite 91F3 Washington DC 20202	FSA-ACQ	25. PAYMENT WILL BE MADE BY Budget Group/Invoice Admin US Department of Education/FSA/CFO/BG/FSAA 830 First Street, NE, Suite 54B1 Washington DC 20202-0001	CODE FSA-BUD
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28. NAME OF CONTRACTING OFFICER (Type or print) Jackson McClam	29. NUMBER OF COPIES OF MESSAGE	30. AWARD DATE
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

I. Part I: The Schedule (continued)

B. Section B: Services & Prices

1. B. 1 Contract Line-Item Number (CLIN) Descriptions

d r d r r r rd r d r d r

General CLIN Descriptions

<p>CLIN 1</p>	<p>Title: Servicing System Operations</p> <p>r d r d r</p> <p>r r r rd r r r d d r</p> <p>d rd d r</p> <p>d d r d r r r d d</p> <p>r r d r r r d</p> <p>r r rd r r r</p> <p>d r r d r dr d</p> <p>r rr r r r</p>
<p>CLIN 2</p>	<p>Title: Cybersecurity Services</p> <p>r r d d r r r r</p> <p>r r r rd r d r r d</p> <p>r rd r r r r r d</p> <p>d d r r</p> <p>dM r r r</p> <p>d r r d r dr d</p> <p>r rr r r r</p>
<p>CLIN 3</p>	<p>Title: Contact Center and Back-Office Processing Operation & Maintenance</p> <p>r d r d r r</p> <p>r r r r d</p> <p>r r r r r d</p> <p>r r r r r</p> <p>d r r d r r</p> <p>r r d rd r d r rr r</p> <p>r r</p>
<p>Performance Incentives</p>	<p>r r r r r r d d</p> <p>r rr r</p> <p>r r r r r M r</p> <p>d d r rr r</p>
<p>CLIN 4</p>	<p>Title: Website and Mobile Services</p> <p>d r d d d</p> <p>r r r d d d r d r</p> <p>dr rd r r rr r d</p> <p>r d r r rd r d</p> <p>r</p> <p>d r r d r dr d</p> <p>r rr r r r</p>

<p>CLIN 5</p>	<p>Title: User Authentication Services r d r r rd r d d r r d d r r d r rr r r r</p>
<p>CLIN 6</p>	<p>Title: Fulfillment Services r d d r r r r rd r d r d r r d d r r r r d d r d d d r r d</p>
<p>CLIN 7</p>	<p>Title: Development, Modernization & Enhancements. M d r d d r r r r rd d r r r r d r r r d r r d r r d r d r d r d rd r r r d d rr r d r rd r r d d</p>
<p>CLIN 8</p>	<p>Title: Specialty Task - Image Repository d r r d d r r d r r r r</p>
<p>CLIN 9</p>	<p>Title: Specialty Task - Decommissioned Servicer Data and Payment Support r rd r d r r d d r r d r rr r r r</p>
<p>CLIN 10</p>	<p>Title: Specialty Task - FFEL Guaranty Agency Rehabilitation Loan Purchases d r r d d r r r r r d</p>
<p>CLIN 11</p>	<p>Title: Loan Consolidation Origination and Disbursement Attachment 01 – Business Operations and Servicing Requirements d r r d d r r r r d r d d d r r r</p>
<p>CLIN 12</p>	<p>Title: Specialty Task - Legacy Loan Consolidation Origination and Disbursement Support Functions d r r d d r r r r d d d r r</p>

2. CLIN Pricing and Rates

	r	d	rr		d		rd	r	d	d	r		r		
r		r		r	d	d		r	d		d	r			
	d	r					d	r		r		r	d	rd	r
	rd					d				d	r		r		
d	r		d	r		r			rd	r		rd	r	d	
	r														
	r				r	r	d		rd						

Part 1 Section B. 3 CLIN 7 Labor Category Rates Table

These labor categories and rates shall be used for the pricing of the labor portion of work under CLIN 7 Development, Modernization and Enhancements and changes to the contract or Task Orders.

Labor Category	Labor Category Description	Work Performed by Labor category	Locality (City, State)	Full Time Equivalent (FTE) Hourly Fully Burdened Labor Rates									
				Ordering Year 1	Ordering Year 2	Ordering Year 3	Ordering Year 4	Ordering Year 5	Ordering Year 6	Ordering Year 7	Ordering Year 8	Ordering Year 9	Ordering Year 10
Accounting Specialist I	Financial Reconciliation	RMS financial reconciliation and reporting	Chesterfield, Missouri	\$ 38.58	\$ 39.74	\$ 40.90	\$ 42.06	\$ 43.21	\$ 44.37	\$ 45.53	\$ 46.69	\$ 47.85	\$ 49.00
Accounting Specialist II	Financial Reconciliation	FMS financial reconciliation and reporting	Chesterfield, Missouri	\$ 49.73	\$ 51.22	\$ 52.71	\$ 54.21	\$ 55.70	\$ 57.19	\$ 58.68	\$ 60.17	\$ 61.67	\$ 63.16
Accounts Receivable Senior Manager	Accounting Management	Financial transaction management oversight	Chesterfield, Missouri	\$ 95.01	\$ 97.86	\$ 100.71	\$ 103.56	\$ 106.41	\$ 109.26	\$ 112.11	\$ 114.96	\$ 117.81	\$ 120.66
Assistant Director - Human Resource	Human Resources Management	Human resources senior management responsibility	Chesterfield, Missouri	\$ 124.79	\$ 128.53	\$ 132.27	\$ 136.02	\$ 139.76	\$ 143.50	\$ 147.25	\$ 150.99	\$ 154.74	\$ 158.48
Assistant Director - Federal Contracts	Federal Contract Management	Federal Contract executive monitoring, management, and reporting	Chesterfield, Missouri	\$ 124.79	\$ 128.53	\$ 132.27	\$ 136.02	\$ 139.76	\$ 143.50	\$ 147.25	\$ 150.99	\$ 154.74	\$ 158.48
Assistant Director - Contact Center	Contact Center and Site Operations Management	Contact center senior management and site operations responsibility	Chesterfield, Missouri	\$ 124.79	\$ 128.53	\$ 132.27	\$ 136.02	\$ 139.76	\$ 143.50	\$ 147.25	\$ 150.99	\$ 154.74	\$ 158.48
Assistant Director - Infrastructure and Facilities	Technology Management	Technology network and application management	Chesterfield, Missouri	\$ 189.98	\$ 195.68	\$ 201.38	\$ 207.08	\$ 212.78	\$ 218.48	\$ 224.18	\$ 229.88	\$ 235.58	\$ 241.28
Assistant Director - Training and Development	Human Resources Management	Company training oversight and management	Chesterfield, Missouri	\$ 124.79	\$ 128.53	\$ 132.27	\$ 136.02	\$ 139.76	\$ 143.50	\$ 147.25	\$ 150.99	\$ 154.74	\$ 158.48
Assistant General Counsel	Legal	Legal counsel	Chesterfield, Missouri	\$ 146.77	\$ 151.17	\$ 155.57	\$ 159.98	\$ 164.38	\$ 168.78	\$ 173.19	\$ 177.59	\$ 181.99	\$ 186.40
Audit and Risk Management Senior Manager	Compliance	Internal and external audits	Chesterfield, Missouri	\$ 137.47	\$ 141.60	\$ 145.72	\$ 149.84	\$ 153.97	\$ 158.09	\$ 162.22	\$ 166.34	\$ 170.47	\$ 174.59
Benefits and Payroll Administrator (Payroll & Benefits)	Human Resources	Payroll, employee benefits and employee records	Chesterfield, Missouri	\$ 108.18	\$ 111.43	\$ 114.67	\$ 117.92	\$ 121.17	\$ 124.41	\$ 127.66	\$ 130.90	\$ 134.15	\$ 137.39
Business Continuity and Change Administrator	IT Continuity Management	Technology continuity and recovery management	Chesterfield, Missouri	\$ 94.24	\$ 97.07	\$ 99.89	\$ 102.72	\$ 105.55	\$ 108.38	\$ 111.20	\$ 114.03	\$ 116.86	\$ 119.68
Business Development & Creative Design Mgr.	Business Development	Graphic design, advertising, communications and industry design publications	Chesterfield, Missouri	\$ 73.70	\$ 75.91	\$ 78.12	\$ 80.33	\$ 82.54	\$ 84.75	\$ 86.96	\$ 89.18	\$ 91.39	\$ 93.60
Business System Analyst	Technology Analysis	Technology application evaluation, analysis, and requirements development	Chesterfield, Missouri	\$ 65.84	\$ 67.82	\$ 69.79	\$ 71.77	\$ 73.75	\$ 75.72	\$ 77.70	\$ 79.67	\$ 81.65	\$ 83.62
Business System Analyst & Communication	Technology Analysis	Technology application evaluation, analysis, and requirements development	Chesterfield, Missouri	\$ 78.37	\$ 80.72	\$ 83.07	\$ 85.42	\$ 87.77	\$ 90.12	\$ 92.47	\$ 94.82	\$ 97.18	\$ 99.53
Consumer Lending Compliance Manager	Compliance	Consumer compliance policies and practices	Chesterfield, Missouri	\$ 84.92	\$ 87.47	\$ 90.02	\$ 92.57	\$ 95.11	\$ 97.66	\$ 100.21	\$ 102.76	\$ 105.30	\$ 107.85
Consumer Lending Compliance Officer	Compliance	Compliance monitoring, evaluation, reporting	Chesterfield, Missouri	\$ 142.97	\$ 147.26	\$ 151.55	\$ 155.84	\$ 160.13	\$ 164.42	\$ 168.71	\$ 173.00	\$ 177.29	\$ 181.58
Consumer Lending Compliance Senior Manager	Compliance	Management of consumer compliance policies and practices	Chesterfield, Missouri	\$ 120.97	\$ 124.60	\$ 128.23	\$ 131.86	\$ 135.49	\$ 139.12	\$ 142.75	\$ 146.37	\$ 150.00	\$ 153.63
Consumer Lending Compliance Trainer	Compliance	Compliance monitoring, evaluation, training	Chesterfield, Missouri	\$ 67.77	\$ 69.81	\$ 71.84	\$ 73.87	\$ 75.90	\$ 77.94	\$ 79.97	\$ 82.00	\$ 84.04	\$ 86.07
Contact Center Business Analyst	Operational Analysis	Contact center operational process and procedure analysis	Chesterfield, Missouri	\$ 48.79	\$ 50.26	\$ 51.72	\$ 53.19	\$ 54.65	\$ 56.11	\$ 57.58	\$ 59.04	\$ 60.50	\$ 61.97
Workforce Manager	Contact Center	Forecasting and coordination of resources management	Chesterfield, Missouri	\$ 51.35	\$ 52.89	\$ 54.43	\$ 55.97	\$ 57.51	\$ 59.05	\$ 60.59	\$ 62.14	\$ 63.68	\$ 65.22
Forecasting Analyst	Contact Center	Forecasting and coordination of resources	Chesterfield, Missouri	\$ 51.35	\$ 52.89	\$ 54.43	\$ 55.97	\$ 57.51	\$ 59.05	\$ 60.59	\$ 62.14	\$ 63.68	\$ 65.22
Contact Center Compliance Senior Manager	Contact Center Management	Contact center compliance senior management responsibility	Chesterfield, Missouri	\$ 91.07	\$ 93.81	\$ 96.54	\$ 99.27	\$ 102.00	\$ 104.73	\$ 107.47	\$ 110.20	\$ 112.93	\$ 115.66
Reporting Analyst	Contact Center	Build and analyze reports	Chesterfield, Missouri	\$ 51.47	\$ 53.02	\$ 54.56	\$ 56.11	\$ 57.65	\$ 59.19	\$ 60.74	\$ 62.28	\$ 63.83	\$ 65.37
Contact Center Manager	Operations Management	Contact center daily operations management responsibility	Chesterfield, Missouri	\$ 61.48	\$ 63.32	\$ 65.17	\$ 67.01	\$ 68.86	\$ 70.70	\$ 72.55	\$ 74.39	\$ 76.24	\$ 78.08
Contact Center Operations and Workforce Admin	Contact Center	Dialer system, release updates and system patches	Chesterfield, Missouri	\$ 51.47	\$ 53.02	\$ 54.56	\$ 56.11	\$ 57.65	\$ 59.19	\$ 60.74	\$ 62.28	\$ 63.83	\$ 65.37
Contact Center Reporting & Systems Analyst	Operational Analysis	Contact center operational process, procedure, and system analysis	Chesterfield, Missouri	\$ 67.04	\$ 69.05	\$ 71.06	\$ 73.07	\$ 75.09	\$ 77.10	\$ 79.11	\$ 81.12	\$ 83.13	\$ 85.14
Contact Center Senior Manager	Contact Center Management	Contact center senior management responsibility	Chesterfield, Missouri	\$ 91.07	\$ 93.81	\$ 96.54	\$ 99.27	\$ 102.00	\$ 104.73	\$ 107.47	\$ 110.20	\$ 112.93	\$ 115.66
Contact Center Supervisor	Contact Center Management	Contact center management responsibility	Chesterfield, Missouri	\$ 51.35	\$ 52.89	\$ 54.43	\$ 55.97	\$ 57.51	\$ 59.05	\$ 60.59	\$ 62.14	\$ 63.68	\$ 65.22
Contract Compliance Analyst	Contract Analysis	Contract compliance evaluation, analysis, and reporting	Chesterfield, Missouri	\$ 56.73	\$ 58.43	\$ 60.13	\$ 61.84	\$ 63.54	\$ 65.24	\$ 66.94	\$ 68.64	\$ 70.35	\$ 72.05
Controller	Accounting Management	Controls, policies, procedures, audit, and other Accounting activities	Chesterfield, Missouri	\$ 136.09	\$ 140.17	\$ 144.26	\$ 148.34	\$ 152.42	\$ 156.51	\$ 160.59	\$ 164.67	\$ 168.75	\$ 172.84
Conversion Specialist	Loan Servicing	Conversion processing	Chesterfield, Missouri	\$ 37.61	\$ 38.74	\$ 39.87	\$ 41.00	\$ 42.12	\$ 43.25	\$ 44.38	\$ 45.51	\$ 46.64	\$ 47.77
Credit and Conversion Process Coordinator (Conversion)	Loan Servicing	Conversion and Consumer reporting agency staff assignments and dashboard reporting	Chesterfield, Missouri	\$ 40.74	\$ 41.96	\$ 43.18	\$ 44.40	\$ 45.62	\$ 46.85	\$ 48.07	\$ 49.29	\$ 50.51	\$ 51.74
Credit Reporting Representative	Loan Servicing	Consumer reporting agency processing	Chesterfield, Missouri	\$ 37.94	\$ 39.07	\$ 40.21	\$ 41.35	\$ 42.49	\$ 43.63	\$ 44.76	\$ 45.90	\$ 47.04	\$ 48.18
Credit Reporting Senior Representative	Loan Servicing	Consumer reporting agency processing	Chesterfield, Missouri	\$ 47.92	\$ 49.36	\$ 50.80	\$ 52.23	\$ 53.67	\$ 55.11	\$ 56.55	\$ 57.98	\$ 59.42	\$ 60.86

Customer Advocacy Team Coordinator	Customer Advocacy Team	Staff scheduling, call management, and work assignment.	Chesterfield, Missouri	\$ 50.36	\$ 51.87	\$ 53.38	\$ 54.89	\$ 56.40	\$ 57.91	\$ 59.42	\$ 60.93	\$ 62.44	\$ 63.95
Customer Advocacy Team Manager	Customer Advocacy Team	Staff management, oversight and development	Chesterfield, Missouri	\$ 68.54	\$ 70.60	\$ 72.66	\$ 74.71	\$ 76.77	\$ 78.82	\$ 80.88	\$ 82.94	\$ 84.99	\$ 87.05
Customer Advocacy Team Specialist	Customer Advocacy Team	Call and account escalation research	Chesterfield, Missouri	\$ 41.28	\$ 42.52	\$ 43.76	\$ 45.00	\$ 46.24	\$ 47.48	\$ 48.72	\$ 49.95	\$ 51.19	\$ 52.43
Customer Advocacy Team Supervisor	Customer Advocacy Team	Staff management, oversight and development	Chesterfield, Missouri	\$ 56.08	\$ 57.76	\$ 59.45	\$ 61.13	\$ 62.81	\$ 64.49	\$ 66.18	\$ 67.86	\$ 69.54	\$ 71.22
Learning Course Developer	Human Resources	Deploy and manage learning content in the Learning Management System (LMS)	Chesterfield, Missouri	\$ 72.28	\$ 74.45	\$ 76.61	\$ 78.78	\$ 80.95	\$ 83.12	\$ 85.29	\$ 87.46	\$ 89.62	\$ 91.79
Enterprise Application Manager	Technology Management	Technology applications monitoring and management	Chesterfield, Missouri	\$ 90.28	\$ 92.99	\$ 95.70	\$ 98.41	\$ 101.12	\$ 103.82	\$ 106.53	\$ 109.24	\$ 111.95	\$ 114.66
Executive Administrative Assistant	Administration	Management of the audit plan, risk management and external audit staff	Chesterfield, Missouri	\$ 47.92	\$ 49.36	\$ 50.80	\$ 52.23	\$ 53.67	\$ 55.11	\$ 56.55	\$ 57.98	\$ 59.42	\$ 60.86
External Audit Manager	Compliance	Federal Contract management coordination	Chesterfield, Missouri	\$ 70.49	\$ 72.61	\$ 74.72	\$ 76.84	\$ 78.95	\$ 81.07	\$ 83.18	\$ 85.30	\$ 87.41	\$ 89.52
Federal Contract and Program Coordinator	Federal Contract Management	Federal Contract daily monitoring, management, and reporting	Chesterfield, Missouri	\$ 55.45	\$ 57.12	\$ 58.78	\$ 60.44	\$ 62.11	\$ 63.77	\$ 65.43	\$ 67.10	\$ 68.76	\$ 70.42
Federal Contract and Program Manager	Federal Contract Management	Federal Contract executive monitoring, management, and reporting	Chesterfield, Missouri	\$ 73.19	\$ 75.39	\$ 77.58	\$ 79.78	\$ 81.97	\$ 84.17	\$ 86.37	\$ 88.56	\$ 90.76	\$ 92.95
Federal Contract and Program Senior Manager	Federal Contract Management	Federal Contract daily operational monitoring, management and reporting	Chesterfield, Missouri	\$ 110.58	\$ 113.90	\$ 117.21	\$ 120.53	\$ 123.85	\$ 127.17	\$ 130.48	\$ 133.80	\$ 137.12	\$ 140.43
Federal Contract and Program Supervisor	Federal Contract Management	Form and task processing	Chesterfield, Missouri	\$ 55.37	\$ 57.03	\$ 58.69	\$ 60.35	\$ 62.01	\$ 63.68	\$ 65.34	\$ 67.00	\$ 68.66	\$ 70.32
Federal Contracts Processor	Federal Contracts	Federal reporting compilation, evaluation, analysis, and reporting	Chesterfield, Missouri	\$ 37.94	\$ 39.07	\$ 40.21	\$ 41.35	\$ 42.49	\$ 43.63	\$ 44.76	\$ 45.90	\$ 47.04	\$ 48.18
Federal Reporting Analyst	Federal Contract Analysis	Financial account adjustment (complex) activities, management, and reporting	Chesterfield, Missouri	\$ 40.72	\$ 41.94	\$ 43.16	\$ 44.38	\$ 45.60	\$ 46.82	\$ 48.04	\$ 49.27	\$ 50.49	\$ 51.71
Financial Adjustment Senior Representative	Financial Account Transactions	Financial account adjustment activities and reporting	Chesterfield, Missouri	\$ 48.88	\$ 50.34	\$ 51.81	\$ 53.27	\$ 54.74	\$ 56.21	\$ 57.67	\$ 59.14	\$ 60.61	\$ 62.07
Financial Adjustment Specialist	Financial Account Transactions	Financial account adjustment activities and reporting	Chesterfield, Missouri	\$ 40.25	\$ 41.46	\$ 42.66	\$ 43.87	\$ 45.08	\$ 46.29	\$ 47.49	\$ 48.70	\$ 49.91	\$ 51.12
Financial Adjustment Supervisor	Financial Account Transactions	Financial account adjustment resource management	Chesterfield, Missouri	\$ 63.43	\$ 65.33	\$ 67.23	\$ 69.14	\$ 71.04	\$ 72.94	\$ 74.85	\$ 76.75	\$ 78.65	\$ 80.55
Human Resources Generalist I	Human Resources	Human resources administration	Chesterfield, Missouri	\$ 59.13	\$ 60.90	\$ 62.67	\$ 64.45	\$ 66.22	\$ 67.99	\$ 69.77	\$ 71.54	\$ 73.32	\$ 75.09
Human Resources Generalist II	Human Resources	Human resources administration	Chesterfield, Missouri	\$ 67.93	\$ 69.97	\$ 72.01	\$ 74.05	\$ 76.09	\$ 78.12	\$ 80.16	\$ 82.20	\$ 84.24	\$ 86.28
Infrastructure Systems Architect	Technology Architect	Technology Design, Implementation, and Performance monitoring	Chesterfield, Missouri	\$ 120.97	\$ 124.60	\$ 128.23	\$ 131.86	\$ 135.49	\$ 139.12	\$ 142.75	\$ 146.37	\$ 150.00	\$ 153.63
Internal Auditor	Compliance	Management of the audit plan, risk management and internal audit staff	Chesterfield, Missouri	\$ 54.90	\$ 56.55	\$ 58.20	\$ 59.84	\$ 61.49	\$ 63.14	\$ 64.79	\$ 66.43	\$ 68.08	\$ 69.73
Intranet Development Manager	Network Management	Intranet development resource manager	Chesterfield, Missouri	\$ 121.99	\$ 125.65	\$ 129.30	\$ 132.96	\$ 136.61	\$ 140.28	\$ 143.94	\$ 147.60	\$ 151.26	\$ 154.92
Intranet Programmer I	Network Development	Intranet development activities	Chesterfield, Missouri	\$ 60.16	\$ 61.97	\$ 63.77	\$ 65.58	\$ 67.38	\$ 69.18	\$ 70.99	\$ 72.79	\$ 74.60	\$ 76.40
Intranet Programmer II	Network Development	Intranet development activities - advanced	Chesterfield, Missouri	\$ 86.08	\$ 88.66	\$ 91.24	\$ 93.83	\$ 96.41	\$ 98.99	\$ 101.57	\$ 104.16	\$ 106.74	\$ 109.32
IT Infrastructure Support I	Network Development	Intranet development activities - complex	Chesterfield, Missouri	\$ 124.50	\$ 128.34	\$ 132.17	\$ 136.01	\$ 139.84	\$ 143.68	\$ 147.51	\$ 151.35	\$ 155.18	\$ 159.02
IT Infrastructure Support II	Technology Maintenance	Technology maintenance and monitoring	Chesterfield, Missouri	\$ 81.92	\$ 84.38	\$ 86.83	\$ 89.29	\$ 91.75	\$ 94.21	\$ 96.66	\$ 99.12	\$ 101.58	\$ 104.04
IT Operations Manager	Information System Management	Application and interface daily operations monitoring and management	Chesterfield, Missouri	\$ 112.22	\$ 115.59	\$ 118.96	\$ 122.32	\$ 125.69	\$ 129.06	\$ 132.42	\$ 135.79	\$ 139.16	\$ 142.52
IT Specialist I - Operational Support	Technology Operations	Application and interface daily schedule execution and monitoring	Chesterfield, Missouri	\$ 50.44	\$ 51.95	\$ 53.46	\$ 54.98	\$ 56.49	\$ 58.00	\$ 59.52	\$ 61.03	\$ 62.54	\$ 64.06
IT Specialist II - Operational Support	Technology Operations	Application and interface daily schedule execution and monitoring	Chesterfield, Missouri	\$ 64.22	\$ 66.15	\$ 68.07	\$ 70.00	\$ 71.93	\$ 73.85	\$ 75.78	\$ 77.71	\$ 79.63	\$ 81.56
IT Systems Engineer	Technology Design	Technology and application execution planning	Chesterfield, Missouri	\$ 88.84	\$ 91.51	\$ 94.17	\$ 96.84	\$ 99.50	\$ 102.17	\$ 104.83	\$ 107.50	\$ 110.16	\$ 112.83
Legal Administrative Assistant	Legal	Clerical support and other legal assistance	Chesterfield, Missouri	\$ 46.97	\$ 48.38	\$ 49.79	\$ 51.19	\$ 52.60	\$ 54.01	\$ 55.42	\$ 56.83	\$ 58.24	\$ 59.65
Loan Servicing Manager	Borrower Services Management	Operations back-office resource team monitoring and management	Chesterfield, Missouri	\$ 63.37	\$ 65.27	\$ 67.17	\$ 69.07	\$ 70.97	\$ 72.87	\$ 74.77	\$ 76.67	\$ 78.58	\$ 80.48
Loan Servicing Senior Manager	Loan Servicing	Loan servicing senior management responsibility	Chesterfield, Missouri	\$ 77.27	\$ 79.59	\$ 81.91	\$ 84.23	\$ 86.54	\$ 88.86	\$ 91.18	\$ 93.50	\$ 95.82	\$ 98.13
Loan Servicing Specialist	Loan Servicing	Form and task processing	Chesterfield, Missouri	\$ 37.94	\$ 39.07	\$ 40.21	\$ 41.35	\$ 42.49	\$ 43.63	\$ 44.76	\$ 45.90	\$ 47.04	\$ 48.18
Loan Servicing Supervisor	Borrower Services Management	Operations back-office resources monitoring and management	Chesterfield, Missouri	\$ 50.46	\$ 51.97	\$ 53.49	\$ 55.00	\$ 56.51	\$ 58.03	\$ 59.54	\$ 61.05	\$ 62.57	\$ 64.08
Loan Servicing System Analyst	Borrower Services Management	Loan servicing system functional and technical analysis	Chesterfield, Missouri	\$ 65.19	\$ 67.15	\$ 69.11	\$ 71.06	\$ 73.02	\$ 74.97	\$ 76.93	\$ 78.89	\$ 80.84	\$ 82.80
LS Trainer II	Loan Servicing Training	Operations and servicing system training	Chesterfield, Missouri	\$ 53.94	\$ 54.94	\$ 55.94	\$ 56.94	\$ 57.94	\$ 58.94	\$ 59.94	\$ 60.94	\$ 61.94	\$ 62.94
Manager, Digital Customer Care & Contact Ctr	Contact Center	Website, mobile app, and CRM enhancement	Chesterfield, Missouri	\$ 58.56	\$ 60.31	\$ 62.07	\$ 63.83	\$ 65.58	\$ 67.34	\$ 69.10	\$ 70.85	\$ 72.61	\$ 74.37
Marketing and Communication Manager	Business Development	Correspondence, email, text, and other written communication standards mgt.	Chesterfield, Missouri	\$ 90.06	\$ 92.76	\$ 95.46	\$ 98.16	\$ 100.87	\$ 103.57	\$ 106.27	\$ 108.97	\$ 111.67	\$ 114.37
Marketing and Communication Analyst	Business Development	Correspondence, email, text, and other written communication standards mgt.	Chesterfield, Missouri	\$ 55.45	\$ 57.12	\$ 58.78	\$ 60.44	\$ 62.11	\$ 63.77	\$ 65.43	\$ 67.10	\$ 68.76	\$ 70.42
Mobile Application Developer	Application Development	Customer mobile application access development and maintenance	Chesterfield, Missouri	\$ 105.85	\$ 109.02	\$ 112.20	\$ 115.38	\$ 118.55	\$ 121.73	\$ 124.90	\$ 128.08	\$ 131.25	\$ 134.43
Operations Information Coordinator	Loan Servicing	Loan servicing operations resource	Chesterfield, Missouri	\$ 43.17	\$ 44.47	\$ 45.76	\$ 47.06	\$ 48.35	\$ 49.65	\$ 50.94	\$ 52.24	\$ 53.53	\$ 54.83
Paralegal	Legal	Research law, investigate facts, and prepare legal documents	Chesterfield, Missouri	\$ 71.06	\$ 73.19	\$ 75.32	\$ 77.46	\$ 79.59	\$ 81.72	\$ 83.85	\$ 85.98	\$ 88.11	\$ 90.25
Print Processing Clerk	Fulfillment Operations	Fulfillment operations printstream execution	Chesterfield, Missouri	\$ 46.46	\$ 47.85	\$ 49.25	\$ 50.64	\$ 52.04	\$ 53.43	\$ 54.82	\$ 56.22	\$ 57.61	\$ 59.00
Processing Specialist II	Loan Servicing	Loan servicing operations resource	Chesterfield, Missouri	\$ 36.23	\$ 37.32	\$ 38.40	\$ 39.49	\$ 40.58	\$ 41.66	\$ 42.75	\$ 43.84	\$ 44.93	\$ 46.01
Procurement Officer	Accounting Management	Procurement and related fiscal activities	Chesterfield, Missouri	\$ 61.62	\$ 63.47	\$ 65.32	\$ 67.17	\$ 69.02	\$ 70.87	\$ 72.71	\$ 74.56	\$ 76.41	\$ 78.26
Programmer II	Application Development	Application development resource	Chesterfield, Missouri	\$ 78.14	\$ 80.49	\$ 82.83	\$ 85.18	\$ 87.52	\$ 89.87	\$ 92.21	\$ 94.55	\$ 96.90	\$ 99.24

Programmer III	Application Development	Application development resource - advanced	Chesterfield, Missouri	\$ 109.30	\$ 112.58	\$ 115.86	\$ 119.14	\$ 122.42	\$ 125.69	\$ 128.97	\$ 132.25	\$ 135.53	\$ 138.81
Quality Assurance Manager	Quality Assurance	Quality evaluation, measurement, monitoring, and reporting management responsibility	Chesterfield, Missouri	\$ 56.89	\$ 58.60	\$ 60.31	\$ 62.01	\$ 63.72	\$ 65.43	\$ 67.13	\$ 68.84	\$ 70.55	\$ 72.25
Quality Assurance Specialist	Quality Monitoring	Quality evaluation, measurement, monitoring, and reporting advanced	Chesterfield, Missouri	\$ 38.93	\$ 40.10	\$ 41.27	\$ 42.43	\$ 43.60	\$ 44.77	\$ 45.94	\$ 47.11	\$ 48.27	\$ 49.44
Quality Assurance Sr Rep	Quality Monitoring	Quality evaluation, measurement, monitoring, and reporting management responsibility	Chesterfield, Missouri	\$ 44.04	\$ 45.37	\$ 46.69	\$ 48.01	\$ 49.33	\$ 50.65	\$ 51.97	\$ 53.29	\$ 54.62	\$ 55.94
Quality Assurance Supervisor	Quality Assurance	Classifies, sorts, stores, retrieves, and updates documents with imaging system	Chesterfield, Missouri	\$ 47.92	\$ 49.36	\$ 50.80	\$ 52.23	\$ 53.67	\$ 55.11	\$ 56.55	\$ 57.98	\$ 59.42	\$ 60.86
Receptionist/Processing Clerk	Support Services	Salesforce software integration and application development resource	Chesterfield, Missouri	\$ 36.98	\$ 38.09	\$ 39.20	\$ 40.31	\$ 41.42	\$ 42.53	\$ 43.64	\$ 44.75	\$ 45.86	\$ 46.97
Salesforce Developer	Application Development	Salesforce software integration and application management	Chesterfield, Missouri	\$ 74.88	\$ 77.12	\$ 79.37	\$ 81.61	\$ 83.86	\$ 86.11	\$ 88.35	\$ 90.60	\$ 92.85	\$ 95.09
Salesforce Senior Manager	Tech Application Manager	Data base analyst	Chesterfield, Missouri	\$ 113.64	\$ 117.05	\$ 120.46	\$ 123.87	\$ 127.28	\$ 130.69	\$ 134.10	\$ 137.51	\$ 140.92	\$ 144.33
SAS Programmer Analyst I	Data Analysis	Data base analyst	Chesterfield, Missouri	\$ 83.60	\$ 86.11	\$ 88.62	\$ 91.13	\$ 93.64	\$ 96.14	\$ 98.65	\$ 101.16	\$ 103.67	\$ 106.18
SAS Programmer Analyst II	Data Analysis	Operations process and procedure automation management	Chesterfield, Missouri	\$ 106.17	\$ 109.36	\$ 112.54	\$ 115.73	\$ 118.91	\$ 122.10	\$ 125.29	\$ 128.47	\$ 131.66	\$ 134.84
Scripting and Automation Development Manager	Application Development	IT and facility security control monitoring and reporting - advanced	Chesterfield, Missouri	\$ 117.95	\$ 121.48	\$ 125.02	\$ 128.56	\$ 132.10	\$ 135.64	\$ 139.18	\$ 142.72	\$ 146.25	\$ 149.79
Security Analyst	Security Monitoring	Technology application evaluation, analysis, and requirements dev. Advanced	Chesterfield, Missouri	\$ 43.60	\$ 44.91	\$ 46.21	\$ 47.52	\$ 48.83	\$ 50.14	\$ 51.45	\$ 52.75	\$ 54.06	\$ 55.37
Security Analyst III	Security Monitoring	Analysis, design, implementation and support of databases	Chesterfield, Missouri	\$ 95.48	\$ 98.34	\$ 101.21	\$ 104.07	\$ 106.93	\$ 109.80	\$ 112.66	\$ 115.53	\$ 118.39	\$ 121.26
Senior Business System Analyst	Technology Analysis	IT/ cybersecurity officer responsibility and reporting	Chesterfield, Missouri	\$ 90.83	\$ 93.55	\$ 96.28	\$ 99.00	\$ 101.73	\$ 104.45	\$ 107.18	\$ 109.90	\$ 112.63	\$ 115.35
Senior Database Administrator	Information Technology	Contact center senior operations management responsibility	Chesterfield, Missouri	\$ 78.37	\$ 80.72	\$ 83.07	\$ 85.42	\$ 87.77	\$ 90.12	\$ 92.47	\$ 94.82	\$ 97.18	\$ 99.53
Senior Information Security Officer	Security Management	Website development resource management	Chesterfield, Missouri	\$ 131.20	\$ 135.14	\$ 139.07	\$ 143.01	\$ 146.94	\$ 150.88	\$ 154.82	\$ 158.75	\$ 162.69	\$ 166.62
Senior Manager Contact Center Operations	Contact Center Management	Customer liaison for military and service members reporting	Chesterfield, Missouri	\$ 91.28	\$ 94.01	\$ 96.75	\$ 99.49	\$ 102.23	\$ 104.97	\$ 107.71	\$ 110.44	\$ 113.18	\$ 115.92
Senior Manager Internet Web Development	Website Development Manager	Software correction and enhancement testing	Chesterfield, Missouri	\$ 127.77	\$ 131.60	\$ 135.44	\$ 139.27	\$ 143.10	\$ 146.94	\$ 150.77	\$ 154.60	\$ 158.44	\$ 162.27
Senior Reconciliation and Reporting Analyst	Financial Management FMS	Correspondence, email, text, and other written communication standards mgt.	Chesterfield, Missouri	\$ 59.63	\$ 61.42	\$ 63.21	\$ 65.00	\$ 66.79	\$ 68.58	\$ 70.37	\$ 72.16	\$ 73.94	\$ 75.73
Senior System Specialist	System Analysis	Contact center representative	Chesterfield, Missouri	\$ 46.44	\$ 47.83	\$ 49.23	\$ 50.62	\$ 52.01	\$ 53.41	\$ 54.80	\$ 56.19	\$ 57.59	\$ 58.98
Service Member and Veteran Liaison	Customer Advocacy Team	Fulfillment daily operations activities	Chesterfield, Missouri	\$ 44.39	\$ 45.72	\$ 47.05	\$ 48.38	\$ 49.72	\$ 51.05	\$ 52.38	\$ 53.71	\$ 55.04	\$ 56.37
SharePoint Coordinator and Reporting Software QA Analyst	SharePoint Application Management Technology Quality	Fulfillment daily operations activities planning, coordination, management	Chesterfield, Missouri	\$ 47.47	\$ 48.90	\$ 50.32	\$ 51.75	\$ 53.17	\$ 54.60	\$ 56.02	\$ 57.44	\$ 58.87	\$ 60.29
Sr Coordinator of Communication & Marketing Student Loan Counselor (CSR)	Business Development Contact Center	Telecommunications network monitoring and management	Chesterfield, Missouri	\$ 90.61	\$ 93.32	\$ 96.04	\$ 98.76	\$ 101.48	\$ 104.20	\$ 106.92	\$ 109.63	\$ 112.35	\$ 115.07
Student Loan Senior Counselor (CSR II)	Contact Center	Telecommunications network monitoring and management	Chesterfield, Missouri	\$ 65.38	\$ 67.34	\$ 69.30	\$ 71.26	\$ 73.22	\$ 75.18	\$ 77.14	\$ 79.11	\$ 81.07	\$ 83.03
Support Services Clerk	Fulfillment Operations	Senior Technology monitoring and management	Chesterfield, Missouri	\$ 36.51	\$ 37.61	\$ 38.71	\$ 39.80	\$ 40.90	\$ 41.99	\$ 43.09	\$ 44.18	\$ 45.28	\$ 46.37
Support Services Coordinator	Fulfillment Operations	Daily technology monitoring and maintenance	Chesterfield, Missouri	\$ 52.22	\$ 53.79	\$ 55.36	\$ 56.92	\$ 58.49	\$ 60.06	\$ 61.62	\$ 63.19	\$ 64.76	\$ 66.32
Support Services Manager	Fulfillment Operations Management	Telecommunications network monitoring and management	Chesterfield, Missouri	\$ 36.41	\$ 37.51	\$ 38.60	\$ 39.69	\$ 40.78	\$ 41.87	\$ 42.97	\$ 44.06	\$ 45.15	\$ 46.24
System Management and Support Senior Manager	Technology Senior Management	Operations training responsibility - new hire and continuous training	Chesterfield, Missouri	\$ 50.74	\$ 52.26	\$ 53.79	\$ 55.31	\$ 56.83	\$ 58.35	\$ 59.88	\$ 61.40	\$ 62.92	\$ 64.44
System Support Technician I	Technology Maintenance	Human Resources Training	Chesterfield, Missouri	\$ 75.09	\$ 77.34	\$ 79.59	\$ 81.84	\$ 84.10	\$ 86.35	\$ 88.60	\$ 90.85	\$ 93.11	\$ 95.36
Telecommunications Engineer	Telecommunication Design Development	Operations training scheduling and planning	Chesterfield, Missouri	\$ 114.29	\$ 117.72	\$ 121.15	\$ 124.58	\$ 128.01	\$ 131.44	\$ 134.87	\$ 138.29	\$ 141.72	\$ 145.15
Telecommunications Senior Engineer	Telecommunication Design Development	Operations training resource and activity management	Chesterfield, Missouri	\$ 56.41	\$ 58.10	\$ 59.79	\$ 61.48	\$ 63.17	\$ 64.87	\$ 66.56	\$ 68.25	\$ 69.94	\$ 71.64
Trainer I	Human Resources Training	Website development resource	Chesterfield, Missouri	\$ 60.51	\$ 62.32	\$ 64.14	\$ 65.95	\$ 67.77	\$ 69.58	\$ 71.40	\$ 73.21	\$ 75.03	\$ 76.84
Training Coordinator	Human Resources Training	Website development resource - expert	Chesterfield, Missouri	\$ 97.71	\$ 100.64	\$ 103.57	\$ 106.50	\$ 109.44	\$ 112.37	\$ 115.30	\$ 118.23	\$ 121.16	\$ 124.09
Web Programmer II	Website Development	Forecasting and coordination of resources	Chesterfield, Missouri	\$ 43.44	\$ 44.74	\$ 46.04	\$ 47.34	\$ 48.65	\$ 49.95	\$ 51.25	\$ 52.56	\$ 53.86	\$ 55.16
Web Programmer III	Website Development		Chesterfield, Missouri	\$ 40.74	\$ 41.96	\$ 43.18	\$ 44.40	\$ 45.62	\$ 46.85	\$ 48.07	\$ 49.29	\$ 50.51	\$ 51.74
Workforce Coordinator	Contact Center		Chesterfield, Missouri	\$ 75.61	\$ 77.87	\$ 80.14	\$ 82.41	\$ 84.68	\$ 86.95	\$ 89.22	\$ 91.48	\$ 93.75	\$ 96.02
			Chesterfield, Missouri	\$ 69.88	\$ 71.98	\$ 74.08	\$ 76.17	\$ 78.27	\$ 80.37	\$ 82.46	\$ 84.56	\$ 86.65	\$ 88.75
			Chesterfield, Missouri	\$ 106.30	\$ 109.48	\$ 112.67	\$ 115.86	\$ 119.05	\$ 122.24	\$ 125.43	\$ 128.62	\$ 131.81	\$ 135.00
			Chesterfield, Missouri	\$ 46.14	\$ 47.52	\$ 48.90	\$ 50.29	\$ 51.67	\$ 53.06	\$ 54.44	\$ 55.82	\$ 57.21	\$ 58.59

C. Section C: Performance Work Statement (PWS)

1. Introduction

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2. BACKGROUND AND GOALS

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3. REQUIREMENTS, MILESTONES, AND DELIVERABLES

1) General Operating Requirements

r r r d r r d r d **Attachment 01 Business Operations**
Servicing Requirements (Attachment 1), Attachment 02 – Financial Technical Requirements (Attachment 2)
d d d **Attachment 03 – IT Requirements Repository (Attachment 3).**
d r d **Attachments 1, 2, and 3** r dr dr r r d d r r
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a. Integration: r r r r rd r d
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d r d **Attachment 05 – Business Change Management Plan (Attachment 5 or Change Management)**

b. Adaptability, Flexibility, and Ongoing Performance: r r d d d r
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- c. Customer Experience Focus** r r r r r r d d r r d r
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- d. Monitoring and Adhering to Changes in Laws, Regulations, and other Policies:** r r
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- e. Cybersecurity, Hosting, and Middleware:** r r r d r
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d rd r r d r d **Department of Education Security**
and Privacy Requirements for IT Procurements Attachment 3 dr r d dr
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- f. Financial Accuracy and Compliance:** r r d r r r d **Attachment 2,**
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- g. Requirements Changes:** r d r r r
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Attachment 5.
- h. Specialty Servicing Programs:** r r r r r r
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- i. Specialty Servicing Tasks.** r r d r d rd r r r
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- j. Trained Personnel:** r r r r r r d d r r
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- k. Performance Management r r d r r r r
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Attachment 08 – Service Level Methodology Performance Metrics (Attachment 8) d **Attachment 09 –**
SLA and Future Borrower Allocation Calculator (Attachment 9) r r r
d d d d **Attachment 9** r
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- l. Quality Control and Compliance Management: r r d r d d
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- m. Allocation of Current Borrower Accounts: r r r r rr rr r
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- n. Allocation of New Borrower Accounts: rr r d r rd r
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r r rd d r rd r d **Attachment 21 and Attachment 9**
- o. Non-Compliance and Invoicing: r rr r r r d r
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p. Borrower Account Data Ownership:

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q. Contractor Acknowledgement:

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r. Personnel Security Requirements:

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s. Identity, Credential, and Access Management (ICAM) Requirements:

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t. USDS Servicer shall submit its Background Investigation Requests electronically. USDS Servicer shall:

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- iv. **Other than entering the requested data, do not modify the cover sheet format, structure or any other part of the spreadsheet. Any such change may result in the return of the cover sheet and background investigation paperwork for corrections and delay the processing of the packages.**

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2) Operating Elements and Related Requirements

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Attachment 1. r r d

a. Customer Accounts Migration:

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Attachment 1

b. General Borrower Account Servicing Requirements:

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c. Financial Functions:

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d. FSA Branding:

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e. Imaging, Printing, and Mailing:

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f. Digital Engagement Layer:

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3) Specialty Servicing Tasks

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Attachment 1 r r r rd r d r

a. Specialty Servicing Task 1 – FSA Image Repository: r r r r d r d
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b. Specialty Servicing Task 2 – Decommissioned Servicer Data Support and Payment Support Servicing Functions: d r rd d r dd rd r d d
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c. Specialty Servicing Task 3 – Legacy Loan Consolidation Origination and Disbursement Support Functions:
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d. Specialty Servicing Task 4 – FFEL Guaranty Agency Rehabilitation Loan Purchases: r r
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4) [USDS Servicing IT Requirements](#)

d r d **Attachment 3** r r r r d r d r r
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a. FSA System Development Lifecycle (SDLC): r r
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 MM d r d **Attachment 06 - Lifecycle Management Methodology Process Guide**
(Attachment 6) d r r r r r r d d
Attachment 04 - IT Deliverable Repository (Attachment 4)

b. Collaboration Requirement: rr r d r r r r
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c. Transition Support: rd r r d d dr r r
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Attachment 19 - Technology Standards and Products Guide (Attachment 19)

g. Cybersecurity Requirements:

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Attachment 3.

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h. FSA Cybersecurity Requirements:

Attachment 3.

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d r r d Attachment 3 r dd M
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rd M **Attachment 3** r d r
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M r dr r r
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r r r rr r d rr r r d r
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r r r d r r d d r r r
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i. FSA IT Retirement Requirements:

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 r r d r r d r r d r
 d d rd
 r r d r d r r rd
 r r dr d r d r r d
 r r r r d r r d d r r d r r

j. FSA Information Data Exchange:

r r r d r r r d r r r
 M r M r d r r d r
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 M " d r d r r

k. Capacity Planning and Management:

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 d d d r r dr d r d
 r d r d r
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 r r r d d r r r
 r d r r r d r r r r
 d d r r
 r r r r
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 r r r r d d r d
 r r rd r r r r d d

Attachment 04a – Deliverable Table Attachment 4 (Attachment 4a)

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I. Data Planning and Management:

_____ r r r d M r r
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r rd r d d r r rd d **Attachment 1** d
r r d r rd d r d d r
r M M d
MM d r d d d rd r r r dd
r

d d d r d rd

M r r r d d d r r d d
d d r r r r r r r
d r dd rr d r d d d rd d r d r
Attachment 4 dd r r d d d r r
r d d d dd dd d r r
r d d r r r d r dd d r d M d
d rd d d r d r d r d d r r
r d rd **Attachment 4** r r r d r
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m. Federal Records and Controlled Unclassified Information (CUI):

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r rd r d r d r d r r r r
M d d r dd d d r d r d r
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r rd d r r d r r d r r rd r d r
d d r rd r d rd r r r d
d r rd d d r d r d r r rd
r d r d r rd r d r r rd
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r rd r d r r rd rd r d d r
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 dr rr r r r dr r r r r d
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r. IT Incident Management

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5) Milestones

- a. **ATO & Security Requirements:** r r r d r r d r d
Attachment 3 r r d r d d r d r d r r
d
- b. **Business Operations Servicing Requirements:** r r r d r r
r r r d r d Attachment 1 d d r
rd r rd d dr r d r r r r
d d r d d r r r r r
d r d r d r d
- c. **Financial Technical Requirements:** r r r d r r
r d d Attachment 2 d d r rd r rd d
dr r d r r r r r d d
r d d r r r r d r d r
d r r d d
- d. **Specialty Program Servicing Requirements:** r r r d r r r r
d r d Attachment 1. r rd r rd d d r r
d r r r r d d r d d r r
r r d r d r d r
r d d
- e. **Specialty Task Servicing Requirements:** r r r d r r r
d r d Attachment 1. r rd r rd d d r r d
r r r r r d d r d d r r
r r d r d r d r d
- f. **Unmet Requirements** r r r r r rd
r r d d r r r r d d d
r r r r d d Attachment 23 - Requirements Development and Costs Template (Attachment
23). d r r r r r d rd r

6) Deliverables:

r d r d Attachment 1a Business

Operations Deliverable Table (Attachment 1a), Attachment 2a Financial Deliverables Table (Attachment 2a), Attachment 4a IT Deliverables Table (Attachment 4a).

a. Format: r d d r r d r d r d r d r r M r r r r rd r
d r d r d d rr M r r r r r rd r
r dr d r d d r r

b. Delivery Points of Contact r d r r M r d r
M r

c. Review Period: d d r Attachments 1a, 2a, or 4a, rd r r
d r d r d r rr d r
d

r r r d r r r r r ddr
d r dd r d
ddr d d dr d d r r r
d r r d d rr r r ddr
r r d r d r r r d
d r

d. Deliverable Due Date: r r r d r d r rd d r
d dr r d r d r r d r rd r d
Attachments 1a, 2a, and/or 4a r rd r
d r d d rd dd r d r r d
d r d d
r dd r d M d r d
d

e. General Deliverable Acceptance Criteria: r r r d r d d Attachments
1a, 2a d 4a r r d d
r r M r d r M r r d r d r
d r r d r r d r r
r d r r dr
d r d r d d rd d
r d r r r r d
MM Attachment 6 d d r r
ddr d r r d r rd r dr r

d r r r d r r r r r r
 d d r rd r d r r r d r
 r r r

f. **Single Points of Contact (SPOCs):** r r r d r
 r d d r r r r d
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4. Initial USDS Servicer Task Order:

a. rd r r d r rd r r dd r r rd r r r
 r r r d

b. r d r r r rd r d d r rd r r
 d r dd r r

c. r r r d r rd d r rd Attachments 1, 2, and 3
 d r r r d r d

d. rd r M r d dd d r d d
 d d r d d d M d rd
 dd rd rd r r r d d d d r d Attachments 1a, 2a,
 and 4a

r r r r r r r r Attachment 3
 r r

r r rd d M M r
 r d r d d rd

r r r rr

e. r d rd r rd r d
 d r dr rd r d Mr d

f. r r rd r r d r rd r d r
 r r r r dr r

Table 2 Initial Task Order Deliverables/Milestones

Activity	Due Date
r r rd r r	d rd r rd
r r r	r r d rd r rd r rd
d r	r d rd r rd r rd

r	r d r rd	d r d	r
r	rd r rd	d r d	r
d r r	r rd r rd	d r d	r
r d d	rd r rd	d r d	r
	rd r rd	d r d	r

D. Packaging and Marking

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E. Inspection and Acceptance

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52.246-4 INSPECTION OF SERVICES-FIXED-PRICE (AUG 1996)

Definition. " r " d d r r r d r d r r d

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d d r r d r r r r d r rd r r r

r d r d r r d r r r d
r d d r r

d r r r r r r r r r r r
r r r d r r r r r r r r r
d r d r r d

r d r r r r r r r r r r r
r r r r r r r r r r r r r r r r r
d r rr d r r r r

r r r r r r r r r r r r r
r r d r r r r r r r r r r r
d r r r r rd d r r r d

D. PRICING AND PAYMENT

a. Progressive Fixed-Price Rates Explanation:

r	r		d	r		r	r		d	r	r		r	r		r
d	r	r	d	d		r	rr	r		r			r			r
r	r		r			r	r		r	r		rr	r		r	r
	r		rr	r	d	d	r	r		r		rr	r			
r			d													
Price Calculator (Attachment 22)																
d	r	d														
rr	r			d		r	r		r	rr	r		d	d	r	
	d	r		d	d	d	d		d	r	r			d		
d	r					d	r	r								
rr	r					rr	r		d				r	rr	d	r
r	r	M				r		d	d	rr	r			rr	r	
r	r	M			r	r		r		r						
			r	d		d			r	d	r	r	r	d	d	
d	d		d						r	d						r

Attachment 22 - Progressive Fixed-

b. CLIN 1 Servicing System Operations:

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M			r	r		d	r		d		r	rr	r			r	
			r	r			d				r					d	r
rd			r			r	d										

c. CLIN 2 Cybersecurity Services:

						r	r						r	r	r	d	d	d	r
			r	r	r														
M			r	r		d	r		d		r	rr	r			r			
			r	r			d				r					d	r		
rd			r			r	d												

d. CLIN 3 Contact Center and Back-Office Processing Operation & Maintenance:

													r	r					
r	r		r	d	d	d	r		r	d		r		r	M				r
						r	r	d	d	r			d	rr		d			
			r			r		d			r	r							
			r	r		d	r		d		r	rr	r			r			
			r	r			d				r		r		r	r	d	d	r
rd			r			r	d												

Types of CLIN 3 Servicing Rates:

Standard Loan Servicing: rr r r d d rd r r r d
d r r

Service Member / Military Servicing: rr r d d rr r r r
rr r d r r
rr r r r r d d r r d r d r
rr r r
M r r r
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r r r r r r r r r d d

National Emergency Forbearance (CARES Act) Servicing: r rr r d r
r r d d r r r
r r r

Performance Incentives:

i. **At-Risk Borrower Performance Incentive:** r rr r r r
d rd rr r r r
r r r dd

Service Level Agreements & Objectives Performance Incentive: d r
r r d rd r
r r r r r
r dd

e. **CLIN 4 Website and Mobile Services:** r r r r d
d M r

M r r d r d r rr r r
r r d r
rd r r d

f. **CLIN 5 User Authentication Services:** r r r r
d r r .

M d r d r rr r r
r r d r rd
r r d

g. **CLIN 6 Fulfillment Services:** r r r r d
r

M d d r r rd r r d

h. **CLIN 7 Development, Modernization & Enhancements:** rd r r r
d r r r r r r

Contract award. The USDS Servicer shall submit an invoice(s) to FSA in accordance with the payment schedule for CLIN 7 services established in the Task Order.

- i. **Initial Task Order:** The Initial Task Order under the Contract shall be invoiced in accordance with the clauses and procedures of the Contract and payment schedule established in the Initial Task Order.
- j. **Billing and Prices – Less than one cent:** All CLIN Task Order total prices and invoices shall be rounded up to a cent, if the quantity of units multiplied by the unit price results in a number with greater than two decimal places, to result in billing price or CLIN price with two decimal places. For example, if a fixed unit price was 0.00073 and the invoice was for a quantity of 20 units the total of 0.0146 would be rounded up to \$0.02. The total of invoices may not exceed the funding on the CLIN as a result of this process. The last invoice for the full amount of unit quantities on the CLIN would invoice for the quantities delivered and at the amount which would total the total funding of the CLIN. This would result in the total quantity of units being delivered and total value of the CLIN being paid.

E. PERIOD OF PERFORMANCE

The Period of Performance for this IDIQ Contract may last up to ten (10) years, consisting of a five-year Base Period; two, two-year Option Periods; and one, one-year Option Period. Table 4, Period of Performance, below describes the period of performance of the Contract.

Table 4, Period of Performance

Term	Start date	End date
5 Year Base Period	Upon contract award. See Schedule CLIN 0001.	See Schedule CLIN 0001.
2 Year Option Period 1	See Schedule CLIN 0002.	See Schedule CLIN 0002.
2 Year Option Period 2	See Schedule CLIN 0003.	See Schedule CLIN 0003.
1 Year Option Period 3	See Schedule CLIN 0004.	See Schedule CLIN 0004.

F. ORDERING

General

The Task Orders issued under the Contract, may only be issued by an authorized FSA warranted CO (Ordering CO). Ordering COs must obtain permission in advance to issue a Task Order Request For Proposal (RFP) from the FSA CO or Contracting Office responsible for administering the Contract. Ordering COs are responsible for clearly identifying the applicable order type(s), in each Task Order, and making all required pre-solicitation determinations. Task Orders that are not within the scope of the Contract are not authorized. Ordering COs shall ensure Task Order proposals are responsive to RFP evaluation criteria and that proposed prices are fair and reasonable within the Contract pre-

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Requesting Proposal

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Fair Opportunity

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H. Special Contract Requirements

A. Testing Approach

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B. Technology Business Management (TBM) Data Report

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Attachment 4

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C. Subcontracting with Disabled and Severely Disabled Individuals

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rd d r d r r r r r r d d r
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r r r r dd r r d r
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D. Annual Submittal of Financial Audit Statements.

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E. Prohibitions on Contract Performance outside of the United States

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F. Labeling of Documents.

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G. USDS Servicers Use of Government Commercial Software.

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I. Monthly Vendor Employee Report. M d r r d d Attachment 26

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J. Contractor Security Responsibilities.

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K. Supplemental Instructions to EDAR 3452.239-72,
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52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)

Definitions d

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52.215-2 AUDIT AND RECORDS-NEGOTIATION (JUN 2020)

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52.216-18 ORDERING (AUG 2020)

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52.216-19 ORDER LIMITATIONS (OCT 1995)

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52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

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52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

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52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

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Employee Class	Monetary Wage-Fringe Benefits
CSR - (Customer Service Representative)	\$43,056
Operations Manager	\$111,001
IT Specialist	\$84,493
Clerical Support	\$31,582
Call Center Supervisor	\$72,161

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984) – FOR USE AT TASK ORDER LEVEL

Funds are not presently available for performance under this contract beyond __[Fill In]____. The Government’s obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond [Fill in]____, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract’s description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor’s request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests. (1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which

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Access to subcontractor information systems and related resources and clause flow-down

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Miscellaneous

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Remedies for breach

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Relation to other requirements

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52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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2. Department of Education Acquisition Regulations (EDAR) Clauses

A. EDAR Clauses Incorporated by Reference

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3452.202-1 Definitions – Department of Education (MAR 2011)

3452.208-71 Printing (MAR 2011)

3452.208-72 Paperwork Reduction Act (MAR 2011)

3452.224–70 Release of information under the Freedom of Information Act (MAR 2011)

3452.227-70 Publication and Publicity (MAR 2011)

3452.227-71 Advertising of Awards (MAR 2011)

3452.227-72 Use and Non-Disclosure Agreement (MAR 2011)

3452.227-73 Limitations on the use or disclosure of Government-furnished information marked with restrictive legends

3452.237-71 Observance of Administrative Closures (MAR 2011)

3452.239-70 Internet Protocol Version 6 (MAR 2011)

3452.242-71 Notice to The Government of Delays (MAR 2011)

3452.242-73 Accessibility of Meetings, Conferences, and Seminars to Persons with Disabilities (MAR 2011)

3452.247-70 Foreign Travel (MAR 2011)

B. 3452.201–70 Contracting Officer’s Representative (COR) (MAR 2011)

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C. 3452.204-72 Contractor Security Vetting Requirements. (DEVIATION) (JUN 2021)

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D. 3452.209-71 Conflict of interest (MAR 2011)

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Unequal access to information

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Biased ground rules

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- (3) As used in this clause, the total amount payable by the Government in the event of termination of applicable CLIN(s) for convenience includes reasonable costs, profit, and termination settlement costs for those item(s).
- (f) No communication or representation in any form other than in writing from the C O shall affect the amount allotted by the Government to the Contract and applicable CLIN(s). The Government is not obligated to reimburse the USDS Servicer for any costs in excess of the total amount allotted by the Government to the applicable CLIN(s), whether incurred during the course of the Contract or as a result of termination.
- (g) The Government may at any time prior to termination allot additional funds for the performance of the CLIN(s) identified in paragraph (l) of this clause.
- (h) When additional funds are allotted for continued performance of the CLIN(s) identified in paragraph (l) of this clause, the parties will agree as to the period of contract performance that will be covered by the funds. The provisions of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the Contract will be modified accordingly.
- (i) The termination provisions of this clause do not limit the rights of the Government to terminate the Contract, in whole or in part, for cause in the event of any breach or default by the USDS Servicer. The provisions of this clause are limited to the work and allotment of funds for the CLIN(s) set forth in paragraph (l) of this clause. This clause no longer applies once the Contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraph (d) of this clause.
- (j) Nothing in this clause affects the right of the Government to terminate the Contract, in whole or in part, for convenience or cause.
- (k) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.
- (l) Incremental funds are allotted to the CLIN(s) under the Contract as follows:

CLIN	Amount Allotted	Last Date of Performance

(End of clause)

3. Additional Clauses

AT-RISK BORROWER PERFORMANCE INCENTIVE

Task Orders may include when awarded or through modification a performance incentive for At-Risk Borrowers associated with performance under CLIN 0003 Contact Center and Back-Office Processing Operation & Maintenance. Funding for the performance incentive shall be held in a separate CLIN to be designated on the Task Order which may as detailed in the Task Order either be for the initial period of the performance incentive or for multiple periods of the performance incentive.

The additional terms of the performance incentive and an example of how to calculate the achieved performance incentive amount are in the following incorporated contract attachments: **Attachment 20 – At Risk Borrower Incentive (Attachment 20)** and **Attachment 20a – At Risk Borrower Incentive Calculator (Attachment 20a)**.

SERVICE LEVEL AGREEMENTS & OBJECTIVES PERFORMANCE INCENTIVE

Task Orders containing CLIN 3 Contact Center and Back-Office Processing Operation & Maintenance are subject to a Service Level Agreement & Service Level Objective performance incentive as further described in **Attachment 8 Service Level Methodology Performance Metrics (Attachment 8)** and **Attachment 9 SLA and Future Borrower Allocation Calculator (Attachment 9)**.

ECONOMIC PRICE ADJUSTMENT

FSA will apply a standard escalation methodology to pricing established under the Contract. The following escalation methodology is based upon multiple indexes and rates from sources like the Bureau of Labor Statistics (BLS) which are applicable to different CLINs to account for significant inflation and/or deflation:

CLIN	Cost Indexes & Published Rates
1, 2, 4, 5 7, 8, 9, 10, 11, & 12	BLS Employment Cost Index (ECI) for Total compensation for Private industry workers in Service-providing; management, professional, and related occupations, 12-month percent change -- Series ID (CIU2015000100000A (B) Not seasonally adjusted)
3 & 6 (Scanned Documents & Alternative Format Documents)	BLS Employment Cost Index (ECI) for Total compensation for Private industry workers in Service occupations, 12-month percent change -- Series ID (CIU2010000300000A (B) Not seasonally adjusted)
6 Envelops (Letter(s)) Sent	US Postal Service (USPS) Rate for First-Class Mail Commercial Letters (Weight Not Over 1 oz for Automation 5-Digit) & BLS Producer Price Index (PPI) for Paper, except newsprint, mills-Primary products, not seasonally adjusted -- Series ID (PCU322121322121P)

In the event of the change to any of these indexes or the USPS category is no longer published or is changed, FSA will unilaterally update the ones affected to one FSA determines most appropriate and modify the Contract.

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4. Additional Terms

COMMON PRICING ADJUSTMENTS FOR CLAUSE CHANGES TO WAGES

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FSA 19-2 SUBCONTRACT REPORTING AND ACHIEVEMENTS (APR 2014)

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FSA 32-3, Alternate 1 - Invoice and Contract Financing Requests Submission – Invoice Processing Platform (December 2017)

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FSA 39-3 FSA Section 508 and Electronic and Information Technology Accessibility Standards Compliance (September, 2016)

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FSA 39-4 Remedies for Contractor's Violation of System Security Requirements

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FSA 45-1 SPECIAL CONTRACT REQUIREMENTS FOR GOVERNMENT FURNISHED PROPERTY – TWO FACTOR AUTHENTICATION TOKENS (TFA) (JUN 2015)

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III. List of Documents, Exhibits, and Other Attachments

J. List of Attachments

Attachment	Title
01	01 - Business Operations Servicing Requirements
01a	01a – Business Operations Deliverables Table
02	02 - Financial Technical Requirements
02a	02a – Financial Deliverables Table
03	03 - IT Requirements Repository
04	04 – IT Deliverable Repository
04a	04a – IT Deliverable Table
05	05 - Business Change Management Plan
06	06 – LMM Process Guide
06a	06a - LMM Reference Files Repository
07	07 - Initial Authorization to Operate Timeline Actions
08	08 - Service Level Methodology Performance Metrics
09	09 - SLA and Future Borrower Allocation Calculator
10	10 - FSA Brand Style and FSA Design System 2021
11	11 - FSA Servicer Brand Guidelines
12	12 - FSA Writing Style Guide 2021
13*	Reserved
14*	Reserved
15*	Reserved
16*	Reserved
17*	Reserved
18*	Reserved
19	19 - Technology Standards and Products Guide
20	20 – At Risk Borrower Incentive
20a	20a – At Risk Borrower Incentive Calculator
21	21 – Future Borrower Allocation Methodology
22	22 – Progressive Fixed-Priced Calculator
23*	Reserved
24*	Reserved
25*	Reserved
26	26 - FSA 39-5 Monthly Vendor Reporting Deliverable Template (AUG 2018)
27*	Reserved
28	28 – Wage Determination Repository
*	Attachments removed and number reserved at award.

SCHEDULE 224 Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Contracting Officer: Jackson McClam, 202-304-2149, jackson.mcclam@ed.gov Primary Contracting Officer Representative: Maxine Cross, 404-974-9311, maxine.cross@ed.gov Alternate Contracting Officer Representative(s): None Primary Technical Point of Contact: None Alternate Technical Point(s) of Contact: None Base Ordering Period 1 Period of Performance: Five years from the date of award. Dates will be input at the time of contract award. All CLINs and associated prices for this ordering period are contained within Section B of the Contract. Period of Performance: 04/25/2023 to 04/24/2028	0.00	EA	0.00	0.00
0002	Option Ordering Period 2 Period of Performance: 2 years Dates will be input at the time of contract award. All CLINs and associated prices for this ordering period are contained within Section B of the Contract. Period of Performance: 04/25/2028 to 04/24/2030	0.00	EA	0.00	OPT 0.00
0003	Option Ordering Period 3 Period of Performance: 2 years Dates will be input at the time of contract award. All CLINs and associated prices for this ordering period are contained within Section B of the Contract. Period of Performance: 04/25/2030 to 04/24/2032	0.00	EA	0.00	OPT 0.00
0004	Option Ordering Period 4 Period of Performance: 1 years Dates will be input at the time of contract award. All CLINs and associated prices for this ordering period are contained within Section B of the Contract. Period of Performance: 04/25/2032 to 04/24/2033	0.00	EA	0.00	OPT 0.00