

STATE OF ALASKA REQUEST FOR PROPOSALS



SECOND PLACEMENT COLLECTION SERVICES

RFP 220000001

ISSUED: JULY 8, 2021

THE ALASKA COMMISSION ON POSTSECONDARY EDUCATION IS SOLICITING PROPOSALS FOR A SECOND PLACEMENT COLLECTION VENDOR TO COLLECT ON DEFAULTED ALTERNATIVE EDUCATION LOANS.

ISSUED BY:

ALASKA COMMISSION ON POSTSECONDARY
EDUCATION

PRIMARY CONTACT:

JAMES ACKERMAN
PROCUREMENT OFFICER
JAMES.ACKERMAN@ALASKA.GOV

(907) 465-6698

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

IMPORTANT NOTICE: IF YOU RECEIVED THIS SOLICITATION FROM THE STATE OF ALASKA'S "ONLINE PUBLIC NOTICE" WEB SITE, YOU MUST REGISTER WITH THE PROCUREMENT OFFICER LISTED IN THIS DOCUMENT TO RECEIVE SUBSEQUENT AMENDMENTS. FAILURE TO CONTACT THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

TABLE OF CONTENTS

SECTION 1.	INTRODUCTION & INSTRUCTIONS	3
SEC. 1.01	PURPOSE OF THE RFP	3
SEC. 1.02	BUDGET	4
SEC. 1.03	DEADLINE FOR RECEIPT OF PROPOSALS.....	4
SEC. 1.04	PRIOR EXPERIENCE.....	4
SEC. 1.05	REQUIRED REVIEW.....	4
SEC. 1.06	QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS	4
SEC. 1.07	RETURN INSTRUCTIONS.....	5
SEC. 1.08	PROPOSAL CONTENTS.....	5
SEC. 1.09	ASSISTANCE TO OFFERORS WITH A DISABILITY	6
SEC. 1.10	AMENDMENTS TO PROPOSALS	6
SEC. 1.11	AMENDMENTS TO THE RFP	6
SEC. 1.12	RFP SCHEDULE.....	6
SEC. 1.13	PRE-PROPOSAL CONFERENCE.....	7
SEC. 1.14	ALTERNATE PROPOSALS	8
SEC. 1.15	NEWS RELEASES	8
SECTION 2.	BACKGROUND INFORMATION	9
SEC. 2.01	BACKGROUND INFORMATION	9
SECTION 3.	SCOPE OF WORK & CONTRACT INFORMATION	10
SEC. 3.01	SCOPE OF WORK	10
SEC. 3.02	CONTRACT TERM AND WORK SCHEDULE	10
SEC. 3.03	DELIVERABLES	10
SEC. 3.04	CONTRACT TYPE	18
SEC. 3.05	PROPOSED PAYMENT PROCEDURES	19
SEC. 3.06	CONTRACT PAYMENT	19
SEC. 3.07	LOCATION OF WORK	19
SEC. 3.08	SUBCONTRACTORS.....	19
SEC. 3.09	JOINT VENTURES.....	20
SEC. 3.10	RIGHT TO AUDIT AND INSPECT PLACE OF BUSINESS	20
SEC. 3.11	INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES.....	20
SEC. 3.12	CONTRACT CHANGES - UNANTICIPATED AMENDMENTS.....	20
SEC. 3.13	NONDISCLOSURE AND CONFIDENTIALITY.....	20
SEC. 3.14	INSURANCE REQUIREMENTS	21
SEC. 3.15	TERMINATION FOR DEFAULT.....	21
SECTION 4.	PROPOSAL FORMAT AND CONTENT	22
SEC. 4.01	PROPOSAL FORMAT AND CONTENT.....	22
SEC. 4.02	INTRODUCTION.....	22
SEC. 4.03	UNDERSTANDING OF THE REQUESTED SERVICES	22
SEC. 4.04	METHODOLOGY.....	22
SEC. 4.05	MANAGEMENT PLAN FOR THE REQUESTED SERVICES	22
SEC. 4.06	COST PROPOSAL	22
SEC. 4.07	EVALUATION CRITERIA.....	22
SECTION 5.	EVALUATION CRITERIA AND OFFEROR SELECTION	23
SEC. 5.01	UNDERSTANDING OF THE REQUESTED SERVICES (10%)	23
SEC. 5.02	METHODOLOGY (10%).....	23
SEC. 5.03	MANAGEMENT PLAN FOR THE REQUESTED SERVICES (10%)	23
SEC. 5.04	EXPERIENCE AND QUALIFICATIONS (20%).....	23
SEC. 5.05	CONTRACT COST (40%).....	24

SEC. 5.06	ALASKA OFFEROR PREFERENCE (10%)	24
SECTION 6.	GENERAL PROCESS INFORMATION	25
SEC. 6.01	INFORMAL DEBRIEFING	25
SEC. 6.02	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES	25
SEC. 6.03	SITE INSPECTION	25
SEC. 6.04	CLARIFICATION OF OFFERS.....	25
SEC. 6.05	DISCUSSIONS WITH OFFERORS	26
SEC. 6.06	EVALUATION OF PROPOSALS.....	26
SEC. 6.07	CONTRACT NEGOTIATION.....	26
SEC. 6.08	FAILURE TO NEGOTIATE	26
SEC. 6.09	OFFEROR NOTIFICATION OF SELECTION	27
SEC. 6.10	PROTEST	27
SEC. 6.11	APPLICATION OF PREFERENCES.....	28
SEC. 6.12	ALASKA BIDDER PREFERENCE	28
SEC. 6.13	ALASKA VETERAN PREFERENCE.....	29
SEC. 6.14	ALASKA OFFEROR PREFERENCE	29
SEC. 6.15	FORMULA USED TO CONVERT COST TO POINTS	29
SEC. 6.16	EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES	29
SECTION 7.	GENERAL LEGAL INFORMATION	31
SEC. 7.01	STANDARD CONTRACT PROVISIONS	31
SEC. 7.02	PROPOSAL AS A PART OF THE CONTRACT	31
SEC. 7.03	ADDITIONAL TERMS AND CONDITIONS	31
SEC. 7.04	HUMAN TRAFFICKING	31
SEC. 7.05	RIGHT OF REJECTION	31
SEC. 7.06	ACPE NOT RESPONSIBLE FOR PREPARATION COSTS	32
SEC. 7.07	DISCLOSURE OF PROPOSAL CONTENTS.....	32
SEC. 7.08	ASSIGNMENT	32
SEC. 7.09	DISPUTES.....	32
SEC. 7.10	SEVERABILITY	32
SEC. 7.11	SUPPLEMENTAL TERMS AND CONDITIONS	32
SEC. 7.12	CONTRACT INVALIDATION	33
SEC. 7.13	SOLICITATION ADVERTISING.....	33
SECTION 8.	ATTACHMENTS.....	34
SEC. 8.01	ATTACHMENTS	34
ATTACHMENT 1:	PROPOSAL SUBMISSION COVER SHEET	35
ATTACHMENT 2:	PROPOSAL EVALUATION FORM.....	38
ATTACHMENT 3:	STANDARD AGREEMENT FORM – APPENDIX A.....	45
ATTACHMENT 4:	INSURANCE REQUIREMENT - APPENDIX B1.....	48
ATTACHMENT 5:	NOTICE OF INTENT TO AWARD.....	49
ATTACHMENT 6:	COST PROPOSAL	50

SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Alaska Commission on Postsecondary Education (ACPE or the State), is soliciting proposals for a second placement collection vendor to collect on defaulted alternative education loans with minimal or no collection recovery since placement with the primary collection vendor, Premiere Credit of North America, LLC.

SEC. 1.02 BUDGET

The successful offeror shall be paid the collection fee percentage offered in response to this RFP for each dollar collected from a past due account that has been assigned to the offeror for collections by ACPE, with the exception of payments received as a result of ACPE's administrative authority (AS 14.43.147, AS 14.149, AS 14.43.150, AS 14.43.151). It is anticipated that the collection fee percentage offered in response to this RFP will not exceed 25%. Proposals offering a collection fee percentage over 25% will be considered non-responsive. There will be no extra fee for second placement.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **5:00 PM, Alaska Standard Time on July 29, 2021**. Emailed proposals are required. PDF's must be formatted so text is recognized when searched.

Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.04 PRIOR EXPERIENCE

In order for offers to be considered responsive offerors must meet these minimum prior experience requirements:

- Must have at least five (5) years experience in providing collection activity, including litigation for education loan debt, with at least two (2) years experience providing collection activity for alternative education loan debt (private education loans that are not federally guaranteed). Additionally, offeror must have the ability to litigate nationwide.
- Must have at least (2) two years providing collection activity as a second placement collection vendor with alternative education loan debt being a portion of the overall collection portfolio, including experience in collecting on alternative education loan debt that may include cosigned alternative loans.
- Should have at least (2) two years of experience servicing loans subject to administrative wage garnishment, liens and other administrative collection activities facilitated by ACPE.
- Must be a member, and provide verification of membership, in the Association of Credit and Collection Professionals or a comparable organization. Must be a member of the National Council of Higher Education Loan Programs (NCHELP).

An offeror's failure to meet these minimum prior experience requirements may cause their proposal to be considered non-responsive and their proposal may be rejected.

SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the Procurement Officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Procurement Officer, in writing, at least ten days before the deadline for receipt of proposals.

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be in writing and directed to the Procurement Officer. The interested party must confirm telephone conversations in writing.

Questions must be submitted no later than 5:00 PM, Alaska Standard Time, on Tuesday, July 20, 2021.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The Procurement Officer will make that decision.

James Ackerman, Procurement Officer

james.ackerman@alaska.gov

907-465-6698

SEC. 1.07 RETURN INSTRUCTIONS

The required method of response submission to this solicitation is email, sent to the following address:

JAMES.ACKERMAN@ALASKA.GOV

The email submission must contain the RFP number in the subject line. In the body of the email, please indicate the offeror's name, the number of attachments, and the names of the attachments being submitted.

The technical proposal and cost proposal must be saved as separate PDF documents and clearly labeled attachments, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Cost Proposal.pdf" (Vendor A is the name of the offeror).

The **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. Please also include an indication of multiple email submission (1 of 2, 2 of 2, etc.).

It is the offeror's responsibility to ensure that ACPE has received the proposal in full, prior to the deadline. The Procurement Officer will respond to the email to confirm receipt. If you do not receive a confirmation, it is your responsibility to contact the Procurement Officer to confirm. ACPE is not responsible for lost, unreadable, or corrupt emails, or missing attachments.

An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

SEC. 1.08 PROPOSAL CONTENTS

The following information must be included in all proposals.

(a) AUTHORIZED SIGNATURE

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least 90 days from the date set as the deadline for receipt of proposals.

(b) OFFEROR'S CERTIFICATION

By signature on the proposal, offerors certify that they comply with the following:

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- D. all terms and conditions set out in this RFP;

- E. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- F. that the offers will remain open and valid for at least 90 days; and
- G. that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

If any offeror fails to comply with [A] through [G] of this paragraph, ACPE reserves the right to disregard the proposal, terminate the contract resulting from this RFP, or consider the offeror in default.

(c) VENDOR TAX ID

A valid Vendor Tax ID must be submitted to the issuing office with the proposal or within five days of ACPE's request.

(d) CONFLICT OF INTEREST

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The Executive Director of ACPE reserves the right to **consider a proposal non-responsive** or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. The Executive Director's determination regarding any questions of conflict of interest shall be final.

(e) FEDERAL REQUIREMENTS

The offeror must comply with all known federal requirements that apply to the proposal and contract resulting from this RFP.

SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Procurement Officer no later than ten days prior to the deadline for receipt of proposals.

SEC. 1.10 AMENDMENTS TO PROPOSALS

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to a request in accordance with 2 AAC 12.290.

SEC. 1.11 AMENDMENTS TO THE RFP

If an amendment is issued, it will be provided to all who received a copy of the RFP directly from ACPE and to those who have registered with the Procurement Officer.

SEC. 1.12 RFP SCHEDULE

The RFP schedule set out herein represents ACPE's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted by the same number of days.

- Issue RFP on July 8, 2021,
- Pre-proposal conference on July 15, 2021,

- Deadline for receipt of questions by July 20, 2021,
- Deadline for Receipt of Proposals by July 29, 2021,
- Proposal Evaluation Committee complete evaluation by August 12, 2021,
- ACPE issues Notice of Intent to Award a Contract by August 19, 2021,
- ACPE issues contract by September 1, 2021,
- Contract start on September 1, 2021.

ACPE's obligation will commence when the contract resulting from this RFP is approved by the Executive Director of ACPE, or the Executive Director's designee. Upon written notice to the successful offeror, a different starting date for the contract may be set. ACPE will not be responsible for any work done by the offeror, even work done in good faith, if it occurs prior to the contract start date.

SEC. 1.13 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at 10:00 AM, Alaska Standard Time, on Thursday, July 15, 2021. The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Please join via the scheduled Zoom meeting.

Join Zoom Meeting:

<https://zoom.us/j/94915821715?pwd=OEtjNXVJOWd4cTdGQ3p2MTBPbTMvZz09>

Meeting ID: 949 1582 1715

Passcode: 322065

One tap mobile

8335480282,,94915821715# US Toll-free

8778535247,,94915821715# US Toll-free

Dial by your location

833 548 0282 US Toll-free

877 853 5247 US Toll-free

888 788 0099 US Toll-free

833 548 0276 US Toll-free

Meeting ID: 949 1582 1715

Find your local number: <https://zoom.us/u/adl7WVIPm6>

Offerors with a disability needing accommodation must contact the Procurement Officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

SEC. 1.14 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation.

In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

SEC. 1.15 NEWS RELEASES

News releases related to this RFP will not be made without prior approval of the project director.

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

A. Loan Fund History

In 1971, the Alaska Legislature established the revolving loan fund to provide low-interest loans to Alaska residents enrolled in undergraduate, graduate, or career education programs. In 1974, the Alaska Commission on Postsecondary Education (ACPE) was created to administer the loan program, regulate postsecondary education institutions in Alaska, and coordinate the development of higher education in the State.

In 1987, the Legislature created the Alaska Student Loan Corporation (Corporation) and transferred outstanding loans to the Corporation to capitalize that entity and provide it with collateral to be used to issue tax-exempt bonds for the purpose of providing funding for education loans. The Corporation issues bonds annually for this purpose. Payments of principal and interest received from loan recipients go the Corporation's accounts and are used to repay principal and interest on the outstanding bond debt and to replenish the education loan fund for future applicants.

From July 1971 through May 2021, ACPE has disbursed more than \$1.9 billion in education loans to Alaskans.

ACPE is currently in the process of outsourcing the servicing of our private student loans in mid-2022. Details on subsequent transfers will be determined as part of the conversion process.

B. Collections

The loans ACPE intends to place with an offeror are not federal education loans subject to Title IV regulations, but are alternative loans subject to State of Alaska regulations. Loan terms, interest rates, and maximum loan amounts vary depending on the year of inception and the loan type. Loans include both fixed interest rates and variable interest rates.

Under State law and regulations, loan payments may sometimes be forgiven or cancelled by ACPE. Forgiveness or cancellation decisions remain solely the responsibility of ACPE, and may not be made by the offeror.

ACPE performs in-house collection, including garnishment of Alaska Permanent Fund Dividends (PFDs) and administrative wage garnishment of defaulted borrowers earning wages in Alaska, in accordance with State statutes. ACPE also contracts for collection of defaulted loans with Premiere Credit of North America, LLC (PCNA) as the first placement collection vendor.

ACPE, at its discretion, assigns defaulted loans as they become 180 days past due or more delinquent to PCNA. ACPE will, at its discretion, assign loans at PCNA that are identified as non-performing after a minimum of one year of collection attempts to a second placement collection vendor. ACPE expects to assign an initial population of approximately 1467 education loans representing 543 borrowers, \$9,781,824.46 in principal and \$4,687,236.53 in interest. Subsequent transfer criteria will be determined approximately three to six months after the initial transfer.

A copy of the statutes and regulations governing ACPE's loan programs is available at <https://acpe.alaska.gov/StatutesandRegulations>.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

ACPE is soliciting proposals for a second placement collection vendor to collect on defaulted alternative education loans with minimal or no collection recovery.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The term of the contract resulting from this RFP will be three years starting on the contract start date with the option of four, one-year extensions.

Unless otherwise provided in this RFP, ACPE and the successful Offeror/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least 30-days before the desired date of cancellation.

SEC. 3.03 DELIVERABLES

The distinction between services, which are required and those that are desired is made by the use of the word “must” (for required) or “should” (for desired).

ACPE reserves the right during the period of negotiations to omit or add to any required duties if such change is warranted.

Offerors are encouraged to propose additional tasks or activities if they will enhance the quality of loan servicing or bring about efficiencies and/or reduce the cost of servicing. These items must be separated from the required items in the cost proposal.

GENERAL REQUIREMENTS

1. **Coordinate and communicate activities.** The offeror must fully coordinate and communicate about its activities with ACPE during the course of the contract.
2. **Contract Liaison.** The offeror must designate a Primary Contractual Contact, a Day-to-Day Contact and an Alternate Day-to-Day Contact to act as liaisons for inquiries pertaining to the business relationship between ACPE and the offeror. Verbal and written requests from ACPE must be acknowledged within 24 hours of receipt. The offeror must provide ACPE with access to a staff member with system access and management decision-making authority Monday through Friday, 8:00 AM to 5:00 PM Alaska Standard Time.
3. **Complaints.** The offeror must maintain a comprehensive record of all complaints that relate to the servicing of ACPE borrower/cosigner accounts, including at a minimum the date the complaint was received, the name of the complainant, the complainant’s relationship to the debtor (if the complainant is someone other than the debtor), the nature of the complaint, whether it was verbal or written, any documentation pertaining to the complaint and the resolution. The offeror must provide ACPE a record of all complaints on at least a quarterly basis, no later than the 10th of the month following the end of each quarter.

Third party complaints must include complaints from the following, but are not limited to:

- Consumer Financial Protection Bureau,
- Better Business Bureau,

- Attorney General’s office,
- Legislators or a debtor’s representative or legal counsel.
- Debtor complaints that indicate a potential violation of the Fair Debt Collection Protection Act (FDCPA) or Telephone Consumer Protection Act (TCPA) statutes and regulations.

The offeror must provide procedures for assessing the severity of complaints and addressing complaints based on their nature.

4. **Toll-Free Telephone Number.** The offeror must maintain a nationwide (including Alaska and Hawaii) toll-free telephone number for borrowers and cosigners to contact them. The number must be provided on all correspondence to borrowers. Collection staff must be available for inbound and outbound borrower/cosigner calls between the hours of 8:00 AM and 5:00 PM Alaska Standard Time.
5. **Facsimile Machine with Toll-Free Number.** The offeror must maintain a facsimile machine with a toll-free number.
6. **Email.** The offeror must maintain a public email account through which borrowers can communicate with them regarding account status and information requests.
7. **Telephone Recording.** All phone calls made to and received from borrowers/cosigners must be recorded. Recordings must be maintained for at least 12 months, and copies of recordings must be made available to ACPE in a standard electronic format, upon request.
8. **Independent Financial Audit/Third Party Servicer Audit.** The offeror must have an annual independent financial audit. Copies of the independent audit must be forwarded to ACPE within 90 days following the end of the offeror’s fiscal year. ACPE reserves the right to request a third-party servicer audit of the offeror no more than once every two years. Copies of the third-party servicer audit report must be forwarded within 120 days of the completed audit.
9. **Offeror Database.** The offeror must provide ACPE with inquiry only access to borrower and cosigner collection account information via the internet.
10. **File Transfers.** The offeror must adhere to the following requirements for file transfers and file formats.
 - a. The offeror must provide a Secure FTP site to conduct the file transfers.
 - b. All file transfers between ACPE and the offeror must be conducted using Secure FTP.
 - c. The offeror must use the file layouts provided by ACPE.
 - d. All files must be in field position (flat file) text format.
 - e. Frequency must be monthly unless another schedule is agreed to by ACPE.
11. **Borrower Payment Application.** The offeror must apply borrower payments at the loan level. After deducting agreed upon fees, payments must satisfy outstanding interest first and any remaining amount is applied to the principal balance.
12. **Electronic System Reconciliation.** The offeror must participate in a monthly electronic account data reconciliation. ACPE will provide the offeror with an electronic file at the end of each month with account balances on ACPE’s system. Within ten (10) business days of receipt of the file, the offeror must update account

balances on their system to agree with ACPE's and report any discrepancies to ACPE. The discrepancy file must be in Excel format. An explanation of discrepancies, their resolution, and validation that the offerors system has been properly updated must be provided to ACPE.

13. **Offeror Liability.** The offeror will be fully liable for violations of the contract relating to its servicing of assigned loans. This liability remains after the termination of the contract. `

14. **Offeror Compliance.** The offeror must maintain up-to-date written policies and procedure to ensure compliance with applicable federal and state law, including activities of third-party attorney firms contracted for litigation. These laws include, but are not limited to:
 - a. Fair Debt Collection Practices Act (FDCPA)
 - b. Telephone Consumer Protection Act (TCPA)
 - c. Fair Credit Reporting Act (FCRA)
 - d. Patriot Act (for OFAC compliance)
 - e. Gramm-Leach-Bliley Act (GLBA)
 - f. Fair and Accurate Credit Transactions Act (FACT Act)
 - g. Alaska Privacy Act
 - h. Alaska statutes and regulations governing the education loan programs
 - i. Truth in Lending Act (TILA)
 - j. A variety of federal and state laws relative to consumer information protection, identity theft, payment processing, debt collection, bankruptcy, and related financial information.

It is the offeror's responsibility to comply with all laws that apply to its activities, regardless of whether specifically listed by ACPE.

COLLECTION ACTIVITIES

1. **Acceptance of Accounts.** The offeror must accept the accounts referred by ACPE for post default due diligence and collection on the terms and conditions in this RFP, in accordance with applicable federal and state law.

2. **Collection of Accounts.** The offeror must promptly undertake, through proper and lawful means, post default due diligence and collection of accounts referred by ACPE without regard to the amount.

3. **Maximum Recovery of the Accounts.** The offeror must utilize their professional expertise to achieve maximum recovery of the accounts referred for collection, which must include, but is not limited to, telephone calls, mail efforts, skip tracing, and litigation procedures when appropriate and approved by ACPE.

4. **Record of Collection Activity.** The offeror must document and maintain records of all collection activity.

5. **Record of Account Status.** The offeror must assign account status codes to reflect real-time statuses of all ACPE accounts.

6. **Letter Text and Call Procedures/Scripts.** The offeror must not implement substantive changes to due diligence letter text or call procedures and scripts without written approval by ACPE prior to implementation.

7. **Placement Notification.** The offeror must provide borrowers and cosigners a placement notification within 15 business days of placement. If a valid address is not available, the offeror will initiate skip tracing in an attempt to obtain a valid address. The placement notification must include the following loan level information:
- Account identifier that is NOT the SSN
 - Total principal balance due
 - Total interest due
 - Collection costs
 - Total due as of Placement letter date
 - Notice of credit reporting if applicable
 - Payment remittance instructions
 - Encouragement for borrowers to contact if they cannot make payment due
 - Language to indicate this debt is their defaulted ACPE loan(s) that were transferred to the collection agency
 - Any verbiage required by state law in the state where the borrower now resides
 - Debt verification information
8. **Billing Statement.** The offeror must provide a billing statement to each borrower and cosigner no less than quarterly containing the following information:
- Account identifier that is NOT the SSN
 - Total principal balance due
 - Total interest due
 - Total collection fees
 - Total dues as of billing statement date
 - Notice of credit reporting if applicable
 - Encouragement for borrowers to contact if they cannot make payment due
 - Language to indicate this debt is their defaulted ACPE loan(s) that were transferred to the collection agency
 - Any verbiage required by state law in the state where the borrower now resides
9. **Repayment Agreements.** The offeror should enter into repayment agreements with borrowers. Repayment agreements suspending monthly collection calls should require a minimum payment equal to the monthly minimum payment, exclusive of collection costs. Repayment agreements must require a minimum payment no less than \$100 monthly, exclusive of collection costs. Payment arrangements less than the monthly minimum payment must not exceed 6 month increments.
10. **Daily Remittance of Payments.** The offeror must remit payments and payment reversals daily to ACPE by encrypted electronic file prescribed by ACPE, within two business days of the payment received date.
11. **Daily Deposits.** The offeror must deposit payments daily into the bank account specified by ACPE. ACPE will reconcile daily deposits with the Daily Remittance of Payments.
12. **Payments Received by ACPE.** Payments received directly by ACPE for accounts under referral to the offeror will be included in the total payments collected by the offeror, see below under ACPE Responsibilities details of special handling of payments directly received by ACPE, these payments will be subject to the collection fee,

with the exception of payments received as a result of ACPE's administrative authority (AS 14.43.147, AS 14.43.149, AS 14.43.150, AS 14.43.151). Payments received as a result of ACPE's administrative authority will not be included in total payments collected by the offeror and will not be subject to the collection fee.

13. **No Authority to Acknowledge Payments in Full.** The offeror must not acknowledge payment in full to a borrower. ACPE will acknowledge satisfaction of their indebtedness to all borrowers in written format.
14. **Borrower Demographic Changes.** The offeror must forward to ACPE no less than monthly all requested borrower demographic changes (i.e., name, address, and telephone).
15. **Medical Cancellation of Debt.** The offeror must forward all requests for cancellation of debt due to disability to ACPE. ACPE will provide the borrower with necessary forms to request cancellation and make the determination on cancellations. ACPE will notify the offeror if collection efforts should be suspended, resumed, or if the account should be closed after the account has been reviewed by ACPE.
16. **Bankruptcy Documentation Procedures.** The offeror must immediately suspend collection activities on accounts identified either in writing or verbally to be in bankruptcy status. The offeror must comply with all state and federal bankruptcy requirements. The offeror must provide in a weekly report new bankruptcy notifications, and send pertinent documents of the bankruptcy to ACPE.
17. **Authorization for Debt Settlements.** The offeror shall propose a process for selecting accounts for settlement/amnesty campaigns based upon:
 - a. Age of debt
 - b. Size of debtor assets
 - c. Liquidity of debtor assets
 - d. Non-availability or high cost of options to compel full repayment

ACPE must approve amnesty/settlement selection criteria, required documentation, and changes or exceptions to those selection criteria, in writing. ACPE will approve form letters and scripts related to amnesty campaigns and settlement offers. ACPE will negotiate with the offeror to determine settlement percentages that may be approved with ACPE consent. The agreed upon percent will be paid to the offeror on amounts collected.

18. **Participation in Settlement and/or Write-Off Campaigns.** It is generally ACPE's practice to write-off non-performing debt when loans meet certain criteria. . In such cases, ACPE may request the offeror to offer settlement options to the pool of accounts selected for write-off. The agreed upon percent will be paid to the offeror on amounts collected in such campaigns.
19. **Suspend Action on Any Account.** The offeror must agree to suspend action, either temporarily or permanently, on any account upon receipt of such notification by ACPE, without penalty to ACPE.
20. **Account Retention Guidelines.** The offeror must retain and actively work all accounts until withdrawn from offeror or otherwise instructed by ACPE.
21. **Account Closure.** The offeror must provide an electronic file of closed accounts monthly, along with the reason for the account closure.

22. **Accounting Procedures.** Payment application, interest accrual and fee assessment must be applied at the individual loan level, in accordance with ACPE’s instructions, but the loans must be combined for overall collection purposes. (e.g. billing statements, call campaigns and settlement offers)
23. **Paid in Full Account Monitoring.** The offeror must monitor amounts intended to pay a loan in full. Loans are considered paid in full when the remaining balance is under \$5. ACPE must receive notice of payment in full within ten (10) business days of receipt of final payment. ACPE will verify and return overpayments to borrowers. The offeror must not adjust its fee by the amount of the overpayment. It will be adjusted from subsequent total commissions due to the offeror.
24. **Monitor Changes in Law.** The offeror recognizes state and federal laws regulating debt collection may change during the term of this agreement. The offeror agrees to monitor changes in applicable law and promptly modify its debt collection practices in order to implement such changes. The offeror must discuss proposed modifications of its debt collection practices with ACPE before implementation, and such modifications must be fully implemented within 30 calendar days prior to the effective date of new legislation or regulation, unless the project director or designee has approved a later implementation date in writing or e-email. Necessary modifications due to statutory and regulatory changes will be provided at no additional cost to ACPE.
25. **Authorization for Legal Proceedings.** The offeror must obtain written authorization from ACPE prior to undertaking legal proceedings against the borrower or cosigner. The offeror will propose a process for selecting accounts for litigation based upon:
- a. Age of debt
 - b. Size of debtor assets
 - c. Liquidity of debtor assets
 - d. Other industry accepted indicators of ability to compel repayment
 - e. ACPE recommendation

ACPE will approve litigation selection criteria and any changes to that selection criteria in writing. ACPE must approve selection of attorney firms contracted for litigation. Contracted attorney firms must comply with applicable laws, federal and state, and with ACPE’s privacy policy. ACPE reserves the right to conduct compliance audits of attorney firms, to which contracted attorney firm must agree in writing, including on-site audit activities and file reviews. Attorney firms must have at least five years’ specific experience with non-guaranteed education loan collection.

26. **Client Relations.** The offeror will make compliance, quality control or related staff available to ACPE management to provide answers to general questions about collections and compliance best practices.

ACPE RESPONSIBILITIES

1. **Payments.** ACPE will notify the offeror, as needed, of payments received on accounts with the offeror. Payments will be deposited and forwarded to offeror via ach to be processed with other payments received by the offeror. Documentation of payment details will be provided to the offeror.
2. **Account Withdrawal.** Accounts referred to the offeror may be withdrawn by ACPE at any time.

3. **Compliance Reviews.** ACPE reserves the right to conduct compliance reviews of offeror and third-party attorney firms engaged by offeror for litigation activity at any time. These reviews will evaluate the offeror's or third party's compliance with due diligence requirements, ACPE policies, and other contractual obligations.
4. **Annual On-Site Visit.** ACPE reserves the right to conduct an annual on-site review.
5. **Annual Notices.** ACPE will send an annual privacy notice, IRS Forms 1098e and 1099c, and notification of variable interest rate changes to borrowers.
6. **Credit Reporting.** ACPE will be responsible for monthly credit reporting of accounts referred to the offeror.
7. **Access to Database.** Offeror may access borrower data on ACPE's servicing system via a secure Internet connection using State of Alaska's Virtual Private Network.
8. **ACPE Report Requirements.** ACPE will provide a list of reports required and the frequency of delivery. ACPE may require development of custom or ad hoc reports.
9. **Account Recall at Contract Termination.** All accounts will be returned to ACPE, or directly to another vendor, at ACPE's discretion, regardless of performance status, upon contract termination.
10. **Acknowledge Satisfaction of Indebtedness.** ACPE will notify borrowers and cosigners in writing when their indebtedness is satisfied or they are otherwise released from the debt.

Requested information to be returned with RFP

1. Provide an overview of operations, specifying your mission, how long your organization has been in the business of providing services similar to those requested in the RFP, and under what company name. Describe where you expect your company to be in the next five and ten years and provide a copy of your strategic plan, if available. Provide the number of accounts currently serviced, total principal value owing, average age of accounts, etc.
2. A chart illustrating the entire offeror's present organizational structure and, at a minimum, include internal reporting lines, brief descriptions of applicable department functions, the number of employees in each applicable department, and the total number of employees in your organization.

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

3. A detailed chart that focuses on the following respective divisions and key personnel, including the project manager(s) that will be involved in the following:
 - Servicing of the loan portfolio
 - Compliance functions
 - Payment processing
 - Trainers
 - Programming staff responsible for maintaining and enhancing the servicing system

At a minimum, include the names, titles, locations where work is performed, whether they are contractors or employees, a brief description of responsibilities, and the number of years key individuals have been with your organization. Resumes should be provided for senior management positions.

4. Information on in-house and/or outside counsel you utilize to provide guidance on federal and state laws and regulations affecting the ability to stay in compliance with the contract terms and the process in place to effect subsequent operational changes.
5. Provide a report identifying vacancy and turnover rates for applicable departments and divisions, including management, compliance, customer service/collections, correspondence, training, and other production line business functions.
6. Describe your organizations use of temporary employees, if any, and how you ensure temporary employees are adequately knowledgeable in private education loans and collection practices.
7. Provide location of every operation site, and its hours of operation.
8. Provide list of memberships in industry-related associations, affiliations, certifications, and awards.
9. Provide a copy of most current third-party servicer audit.
10. Provide any information on pending litigations involving the offeror.
11. Provide a list of previous and current clients reflecting performance with education loan accounts awarded by an alternative loan lender, including ACPE, which are considered identical or similar to the offeror requirements described herein. The Offeror should provide a list of other services it has performed not listed in response to the above. Each contact listed shall include:
 - a. Client name, location where service was provided, telephone number, and contact person for verification of submitted data, and geographic area served;
 - b. Size of client's portfolio;
 - c. Portfolio mix (i.e., alternative education loans, first or subsequent placements, litigation, medical, commercial, etc.);
 - d. Recovery rates (i.e., first, second, and subsequent placements, and litigation);
 - e. A brief description of problems encountered and solved and methodology employed;
 - h. If contract was terminated prior to contractual end date, reason for termination.
12. Provide a resume, or summary, for management of key personnel responsible for carrying out the services being committed to in the contract resulting from this RFP, outlining their experience, qualifications, education, skills, etc. Offeror shall specifically provide information relevant to managements experience with education loans, including experience with non-federal loans and the nature of that experience.
13. Provide a list of the technology and services used to perform the collection activities as described in this RFP, including hardware and software support. Identify the technologies used that are most beneficial to the performance of activities outlined in this RFP.

14. Provide a description of security measures taken to protect its technology systems, on-line data, physical plant, physical data, etc. Describe data security protocols and procedures, backup procedures and storage, and handling and destruction of documents. If there are disaster recovery plans in place, briefly describe the plan and circumstances covered. Describe procedures for screening employment applications, including investigation for criminal background and history.
15. Offeror must provide a work plan, including key personnel responsible for, and methods and timeframes it will use to accomplish the work outlined in this RFP. Offeror must provide information to address the following:
 - b. Explain the controls your organization has in place for handling cash and processing payments within two business days.
 - c. Explain how your system accrues interest and when it is reflected on the borrower's account.
 - d. Explain how your system applies borrower payments.
 - e. Explain your strategy for the recovery of debt. For example, do you use scoring models, have dialer campaigns or calling strategies, place all borrowers in a five or ten year pay-out, etc.
 - h. Explain how your organization skip traces an account and the tools your organization uses to assist in the process. List skip sources and vendors utilized in the process. Provide analytical approach to skip tracing.
16. Describe training provided, and how often, to collectors, supervisors, and management, including federal and state laws, collection techniques, etc. Provide scripts or other tools given to collectors to work accounts.
17. Describe how you measure your collectors' productivity, and describe the standards on which you base their success. Describe incentive programs provided to your collectors.
18. Provide the average workload of a collector (i.e., number of accounts, age of accounts, steps taken to work account, etc.)
19. Provide copies of due diligence letters and forms used in the collection of education loans.
20. If your servicing system can receive loan data transfers directly from our primary collection vendors servicing system, FACS Website, provide a recommended method to obtain and verify transferred data.
21. Describe what sets your organization apart from your competitors and what makes you a good business partner for ACPE.

SEC. 3.04 CONTRACT TYPE

This contract resulting from this RFP will be a fixed term contract.

SEC. 3.05 PROPOSED PAYMENT PROCEDURES

ACPE will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice has been approved by the Project Director or designee.

SEC. 3.06 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Executive Director of ACPE or the Executive Director's designee. Under no conditions will ACPE be liable for the payment of any interest charges associated with the cost of the contract.

ACPE is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

SEC. 3.07 LOCATION OF WORK

The offeror must provide its own workspace. A temporary workspace will be provided to the offeror for on-site visits.

By signature on their proposal, the offeror certifies that all services provided under the proposal must be performed in the United States.

If the offeror cannot certify that all work will be performed in the United States, the offeror must contact the Procurement Officer in writing to request a waiver at least 10 days prior to the deadline for receipt of proposals.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with these requirements may cause ACPE to reject the proposal as non-responsive, or cancel the contract resulting from this RFP.

SEC. 3.08 SUBCONTRACTORS

Subcontractors may be used to perform work under the contract resulting from this RFP. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the work the subcontractors will perform.

Upon request, the offeror must provide the following information concerning each prospective subcontractor within five working days of the request:

- Complete name and address of the subcontractor;
- Type of work the subcontractor will be performing;
- Percentage of work the subcontractor will be providing;
- Evidence that the subcontractor holds a valid Alaska business license; and
- A written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract resulting from this RFP.

An offeror's failure to provide this information, within the timeframe, may cause ACPE to consider their proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the Project Director or designee.

SEC. 3.09 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.10 RIGHT TO AUDIT AND INSPECT PLACE OF BUSINESS

ACPE reserves the right to conduct audits of the offeror and all subcontractors used related to the performance of the contract resulting from this RFP. At a reasonable time, ACPE may inspect those areas of the offeror's place of business and subcontractors place of business related to the performance of a contract resulting from this RFP. If ACPE makes such an inspection, the contractor and subcontractor must provide reasonable assistance.

SEC. 3.11 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The offeror is responsible for the completion of all work set out in the contract resulting from this RFP. All work is subject to inspection, evaluation, and approval by the Project Director. ACPE may employ all reasonable means to ensure the work is progressing and being performed in compliance with the contract resulting from this RFP. The Project Director may instruct the offeror to make corrections or modifications, if needed, in order to accomplish the contracts intent. The offeror will not unreasonably withhold such changes.

Substantial failure of the offeror to perform the contract resulting from this RFP may cause ACPE to terminate the contract resulting from this RFP. In this event, ACPE may require the offeror to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

SEC. 3.12 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

During the course of the contract resulting from this RFP, the offeror may be required to perform additional work. That work will be within the general scope of the initial contract resulting from this RFP. When additional work is required, the Project Director or designee will provide the offeror a written description of the additional work and request the offeror to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The offeror will not commence additional work until the Project Director or designee has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Executive Director of ACPE or the Executive Director's designee.

SEC. 3.13 NONDISCLOSURE AND CONFIDENTIALITY

Offeror agrees that all confidential information must be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The offeror must hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the offeror with all applicable federal and state law, including the Social Security Act and HIPAA. The offeror must promptly notify ACPE in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by ACPE or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines provided by ACPE to the offeror or otherwise made available to the offeror in connection with the contract resulting

from this RFP, or acquired, obtained or learned by the offeror in the performance of the contract resulting from this RFP. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.).

If confidential information is requested to be disclosed by the offeror pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the offeror may disclose the confidential information after providing ACPE with written notice of the requested disclosure (to the extent such notice to ACPE is permitted by applicable law) and giving ACPE an opportunity to review the request. If the offeror receives no objection from ACPE, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the offeror must be provided to ACPE within a reasonable time after the offeror's receipt of notice of the requested disclosure and, upon request of ACPE, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public; information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

SEC. 3.14 INSURANCE REQUIREMENTS

The successful offeror must provide proof of workers' compensation insurance prior to contract approval.

The successful offeror must secure the insurance coverage required by the state. The coverage must be satisfactory to the Department of Administration Division of Risk Management. An offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract resulting from this RFP.

Offerors must review form Appendix B1 (SECTION 8, Attachment 4), attached, for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in Appendix B1 (SECTION 8, Attachment 4), must be set out in the offeror's proposal.

SEC. 3.15 TERMINATION FOR DEFAULT

If the Project Director or designee determines that the offeror has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, ACPE may, by providing written notice to the offeror, terminate the offeror's right to proceed with part or all of the remaining work.

This clause does not restrict ACPE's termination rights under the contract provisions of Appendix A (SECTION 8, Attachment 3).

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 PROPOSAL FORMAT AND CONTENT

ACPE discourages overly lengthy and costly proposals, however, in order for ACPE to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

SEC. 4.02 INTRODUCTION

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person ACPE should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

SEC. 4.03 UNDERSTANDING OF THE REQUESTED SERVICES

Offerors must provide comprehensive narrative statements that illustrate their understanding of the services being requested.

SEC. 4.04 METHODOLOGY

Offerors must provide comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet ACPE's needs.

SEC. 4.05 MANAGEMENT PLAN FOR THE REQUESTED SERVICES

Offerors must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet ACPE's needs.

SEC. 4.06 COST PROPOSAL

Offerors must provide the commission rate proposed to collect from the borrower as payment under the contract resulting from this RFP, inclusive of overhead costs and profits. The commission rate will be earned upon receipt of borrower payments, exclusive of payments received as a result of ACPE's administrative authority (AS 14.43.147, AS 14.43.149, AS 14.43.150, AS 14.43.151). In the event an account balance is reduced, canceled, or recalled by ACPE, no commission will be due to the offeror for the amount of the reduction, cancellation, or recall.

Costs not included in the cost proposal will not be authorized for payment without prior approval by the Project Director or designee.

SEC. 4.07 EVALUATION CRITERIA

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION**.

An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

SECTION 5. EVALUATION CRITERIA AND OFFEROR SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 100

SEC. 5.01 UNDERSTANDING OF THE REQUESTED SERVICES (10%)

Proposals will be evaluated against the questions set out below:

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- 2) How well has the offeror identified pertinent issues and potential problems related to the project?
- 3) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- 4) Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

SEC. 5.02 METHODOLOGY (10%)

Proposals will be evaluated against the questions set out below:

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- 2) How well does the methodology match and achieve the objectives set out in the RFP?
- 3) Does the methodology interface with the time schedule in the RFP?

SEC. 5.03 MANAGEMENT PLAN FOR THE REQUESTED SERVICES (10%)

Proposals will be evaluated against the questions set out below:

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- 2) How well is accountability completely and clearly defined?
- 3) Is the organization of the project team clear?
- 4) How well does the management plan illustrate the lines of authority and communication?
- 5) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- 6) Does it appear that the offeror can meet the schedule set out in the RFP?
- 7) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- 8) To what degree is the proposal practical and feasible?
- 9) To what extent has the offeror identified potential problems?

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (20%)

Proposals will be evaluated against the questions set out below:

- 1) *Questions regarding the personnel:*

- a) Do the individuals assigned to the project have experience on similar projects?
- b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- c) How extensive is the applicable education and experience of the personnel designated to work on the project?

2) Questions regarding the firm and subcontractor (if used):

- a) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- b) How successful is the general history of the firm regarding timely and successful completion of projects?
- c) Has the firm provided letters of reference from previous clients?
- d) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

SEC. 5.05 CONTRACT COST (40 %)

Overall, a minimum of 40% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under SECTION 6. GENERAL PROCESS INFORMATION.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in SECTION 6. GENERAL PROCESS INFORMATION.

SEC. 5.06 ALASKA OFFEROR PREFERENCE (10%)

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10% of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

SECTION 6. GENERAL PROCESS INFORMATION

SEC. 6.01 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of the project director. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license;
- certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- a canceled check for the Alaska business license fee;
- a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- a sworn and notarized statement that the offeror has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time proposals are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by Alaska Department of Revenue.

Prior to the deadline for receipt of proposals, all offerors must hold any other necessary applicable professional licenses required by Alaska Statute.

SEC. 6.03 SITE INSPECTION

ACPE may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide ACPE reasonable access to relevant portions of its work sites. Individuals designated by ACPE's Project Director will make site inspections. The costs incurred by ACPE for site inspections will be ACPE's responsibility.

SEC. 6.04 CLARIFICATION OF OFFERS

In order to determine if a proposal is reasonably susceptible for award, communications by the Procurement Officer or the proposal evaluation committee (PEC) are permitted with an offeror to clarify uncertainties or eliminate confusion

concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the Procurement Officer or the PEC may be adjusted as a result of a clarification under this section.

SEC. 6.05 DISCUSSIONS WITH OFFERORS

ACPE may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the Procurement Officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the Procurement Officer. Discussions, if held, will be after initial evaluation of proposals by the Procurement Officer or the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the Procurement Officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an offeror does not submit a best and final proposal or a notice of withdrawal, the offeror's immediate previous proposal is considered the offeror's best and final proposal.

Offerors with a disability needing accommodation should contact the Procurement Officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be reduced to writing by the offeror.

SEC. 6.06 EVALUATION OF PROPOSALS

The Procurement Officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in **SECTION 5. EVALUATION CRITERIA AND OFFEROR SELECTION**.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

SEC. 6.07 CONTRACT NEGOTIATION

After final evaluation, the Procurement Officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, ACPE may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held via online meeting or phone.

If the contract negotiations take place in Juneau, Alaska, the offeror will be responsible for their travel and per diem expenses.

SEC. 6.08 FAILURE TO NEGOTIATE

If the selected offeror

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the requested services; or

- if the offeror and ACPE, after a good faith effort, simply cannot come to terms,

ACPE may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION

After the completion of contract negotiations the Procurement Officer will issue a written Notice of Intent to Award (NIA) and send copies to all offerors. The NIA will set out the names of all offerors and identify the proposal selected for award.

SEC. 6.10 PROTEST

AS 36.30.560 provides that an interested party may protest the content of the RFP.

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the Procurement Officer at least ten days prior to the deadline for receipt of proposals.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If an offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the Procurement Officer within ten days after the date the Notice of Intent to Award the contract is issued.

A protester must have submitted a proposal in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

The Procurement Officer will issue a written response to the protest. The response will set out the Procurement Officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All offerors will be notified of any protest. The review of protests, decisions of the Procurement Officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

SEC. 6.11 APPLICATION OF PREFERENCES

Certain preferences apply to all contracts for professional services, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the **Department of Administration, Division of General Service's** web site:

<http://doa.alaska.gov/dgs/pdf/pref1.pdf>

- Alaska Products Preference - AS 36.30.332
- Recycled Products Preference - AS 36.30.337
- Local Agriculture and Fisheries Products Preference - AS 36.15.050
- Employment Program Preference - AS 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)
- Alaska Veteran's Preference - AS 36.30.321(f)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation list prior to the time designated for receipt of proposals. Offerors and must attach a copy of their certification letter to the proposal. **An offeror's failure to provide this certification letter with their proposal will cause ACPE to disallow the preference.**

SEC. 6.12 ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of 5% will be applied to the price in the proposal. The preference will be given to an offeror who:

- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;
- 2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
- 3) has maintained a place of business within the State staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- 4) is incorporated or qualified to do business under the laws of the State, is a sole proprietorship and the proprietor is a resident of the State, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the State, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the State; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Statement

In order to receive the Alaska Bidder Preference, the proposal must include a statement certifying that the offeror is eligible to receive the Alaska Bidder Preference.

If the offeror is a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner and include a statement certifying that all members or partners are residents of the State.

If the offeror is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the State.

SEC. 6.13 ALASKA VETERAN PREFERENCE

An Alaska Veteran Preference of 5%, not to exceed \$5,000, will be applied to the price in the proposal. The preference will be given to an offeror who qualifies under AS 36.30.990(2) as an Alaska bidder and is a:

- A. sole proprietorship owned by an Alaska veteran;
- B. partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- C. limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- D. corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

Alaska Veteran Preference Statement

In order to receive the Alaska Veteran Preference, the proposal must include a statement certifying that the offeror is eligible to receive the Alaska Veteran Preference.

SEC. 6.14 ALASKA OFFEROR PREFERENCE

2 AAC 12.260(e) provides Alaska offerors a 10% overall evaluation point preference. Alaska bidders, as defined in AS 36.30.990(2), are eligible for the preference. An Alaska offeror will receive 10 percent of the total available points added to their overall evaluation score as a preference.

SEC. 6.15 FORMULA USED TO CONVERT COST TO POINTS

The distribution of points based on cost will be determined as set out in 2 AAC 12.260(c). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined using the formula:

$$[(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Points for Cost})] \div (\text{Cost of Each Higher Priced Proposal})$$

SEC. 6.16 EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES

(a) FORMULA USED TO CONVERT COST TO POINTS

STEP 1

List all proposal prices, adjusted where appropriate by the application of applicable preferences claimed by the offeror.

Offeror #1	\$40,000
Offeror #2	\$42,750
Offeror #3	\$47,500

STEP 2

In this example, the RFP allotted 40% of the available 100 points to cost. This means that the lowest cost will receive the maximum number of points.

Offeror #1 receives 40 points.

The reason they receive that amount is because the lowest cost proposal, in this case \$40,000, receives the maximum number of points allocated to cost, 40 points.

Offeror #2 receives 37.4 points.

$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = 37.4$

Offeror #3 receives 33.7 points.

$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = 33.7$

(b) ALASKA OFFEROR PREFERENCE**STEP 1**

Determine the number of points available to qualifying offerors under this preference.

100 Total Points Available in RFP x 10% Alaska offerors preference = 10 Points for the Preference

STEP 2

Determine which offerors qualify as Alaska bidders and thus, are eligible for the Alaska offerors preference. For the purpose of this example, presume that all of the proposals have been completely evaluated based on the evaluation criteria in the RFP. The scores at this point are:

Offeror #1	83 points	No Preference	0 points
Offeror #2	74 points	Alaska Offerors Preference	10 points
Offeror #3	80 points	Alaska Offerors Preference	10 points

STEP 3

Add the applicable Alaska offerors preference amounts to the offeror's scores:

Offeror #1	83 points	
Offeror #2	84 points	(74 points + 10 points)
Offeror #3	90 points	(80 points + 10 points)

STEP 4

Offeror #3 is the highest scoring offeror and would get the award, provided their proposal is responsible and responsive.

SECTION 7. GENERAL LEGAL INFORMATION

SEC. 7.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). This form is attached in **SECTION 8. ATTACHMENTS** for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

SEC. 7.02 PROPOSAL AS A PART OF THE CONTRACT

Part or all of this RFP and the successful proposal may be incorporated into the contract.

SEC. 7.03 ADDITIONAL TERMS AND CONDITIONS

ACPE reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

SEC. 7.04 HUMAN TRAFFICKING

By signature on their proposal, the offeror certifies that the offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/j/tip/>

Failure to comply with this requirement will cause ACPE to reject the proposal as non-responsive, or cancel the contract.

SEC. 7.05 RIGHT OF REJECTION

Offerors must comply with all of the terms of the RFP, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The Procurement Officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of ACPE. If an offeror does so, the Procurement Officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the Procurement Officer.

ACPE reserves the right to refrain from making an award if it determines that to be in its best interest.

A proposal from a debarred or suspended offeror shall be rejected.

SEC. 7.06 ACPE NOT RESPONSIBLE FOR PREPARATION COSTS

ACPE will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

SEC. 7.07 DISCLOSURE OF PROPOSAL CONTENTS

All proposals and other material submitted become the property of the State of Alaska and may be returned only at ACPE's option. AS 40.25.110 requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the Procurement Officer does so, and if the Procurement Officer agrees, in writing, to do so. The offeror's request must be included with the proposal, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. Unless the Procurement Officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

SEC. 7.08 ASSIGNMENT

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the Procurement Officer.

SEC. 7.09 DISPUTES

A contract resulting from this RFP is governed by the laws of the State of Alaska. If the contractor has a claim arising in connection with the agreement that it cannot resolve with ACPE by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

SEC. 7.10 SEVERABILITY

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

SEC. 7.11 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with SEC. 7.05 RIGHT OF REJECTION. However, if ACPE fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish ACPE's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

- if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- if ACPE's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

SEC. 7.12 CONTRACT INVALIDATION

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

SEC. 7.13 SOLICITATION ADVERTISING

Public notice has been provided in accordance with 2 AAC 12.220.

SECTION 8. ATTACHMENTS

SEC. 8.01 ATTACHMENTS

Attachments:

- 1) Proposal Submission Cover Sheet
- 2) Proposal Evaluation Form
- 3) Standard Agreement Form - Appendix A
- 4) Insurance Requirement - Appendix B1
- 5) Notice of Intent to Award
- 6) Cost Proposal
- 7) Reports and File Layouts

ATTACHMENT 1: PROPOSAL SUBMISSION COVER SHEET

OFFEROR INFORMATION, AMENDMENTS, CERTIFICATIONS, PREFERENCES AND CHECKLIST

OFFEROR INFORMATION: This form shall be the cover page for the Offeror's Technical Response portion of their proposal. In the space provided, enter the requested Offeror identification information. Use this form to indicate your acknowledgement of the response conditions.

RFP Number:	
RFP Name:	
Company Name:	
Mailing Address:	
Contact Person:	
Title:	
Telephone Number:	
Alternate Phone:	
Federal Tax Id #:	
Alaska Business License # (if you have one)	
E-Mail Address:	
Alternate Email:	
Fax Number:	

AMENDMENT ACKNOWLEDGEMENT: Offeror acknowledges receipt of the following amendments and has incorporated the requirements of such amendments into the Proposal. *(List all amendments issued for this RFP):*

No.	Date	No.	Date	No.	Date

OFFEROR CERTIFICATION: Acknowledge the following statements, condition, and information by clearly marking the space provided. Failure to comply with this item may cause the proposal to be determined nonresponsive and the proposal may be rejected, or the State may terminate the contract or consider the Contractor in default.

	MINIMUM PRIOR EXPERIENCE REQUIREMENTS: In order for offerors to be considered responsive offerors must meet these minimum prior experience requirements.	RESPONSE
1	Offeror certifies they have a minimum of five (5) years of experience servicing Federal Family Education Loan Programs loans for other lenders.	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	Offeror certifies they have had no significant audit findings in the last five (5) years.	<input type="checkbox"/> YES <input type="checkbox"/> No

	STATE OF ALASKA PREFERENCES: If claiming please answer the following questions.	
	Questions	RESPONSE
1	Do you currently hold an Alaska business license?	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	Is the company name submitted on this Proposal the same name that appears on the current Alaska Business License?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3	Has your company maintained a place of business within the State of Alaska staffed by the Offeror or an employee of the Offeror for a period of six months immediately preceding the date of the Proposal?	<input type="checkbox"/> YES <input type="checkbox"/> NO
4	Is your company incorporated or qualified to do business under the laws of the State, is a sole proprietorship and the proprietor is a resident of the State, is a limited liability company organized under AS 10.50 and all members are residents of the State, or is a partnership under former AS 32.05, AS 32.06, or AS 32.11 and all partners are residents of the State?	<input type="checkbox"/> YES <input type="checkbox"/> NO
5	If claiming the Alaskans with Disabilities Preference, or the Employment Program Preference, do you have a copy of your certification letter from Division of Vocational Rehabilitation?	<input type="checkbox"/> YES <input type="checkbox"/> NO

Please list below all Alaska preferences claimed in this proposal:

PROPOSAL CHECKLIST: The following documents are required with proposal submission. Acknowledge you have submitted each document in the proper format by clearly marking in the space provided.

DOCUMENT	REQUIREMENT	INCLUDED?
Proposal Submission Cover Sheet	<ul style="list-style-type: none"> Required Document – Must be submitted with proposal. 	<input type="checkbox"/> YES
Cost Proposal	<ul style="list-style-type: none"> Required Document – Must be submitted with Proposal; separate from technical proposal 	<input type="checkbox"/> YES
Requested Documents	<ul style="list-style-type: none"> All requested documents noted within Section 8 of the RFP 	<input type="checkbox"/> YES

DOCUMENT	Documents below are required if claiming Alaska preferences	
AK Business License	<ul style="list-style-type: none"> Required Document – Must be received with the Proposal if claiming the Alaska Offeror Preference. 	<input type="checkbox"/> YES
Certification Letter	<ul style="list-style-type: none"> Required Document – Must be received with the Proposal if claiming the Alaskans with Disabilities Preference or the Employment Program Preference 	<input type="checkbox"/> YES

AUTHORIZED SIGNATURE: Must be signed by an individual authorized to bind the offeror to the provisions of this RFP.

Signed: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT 2: PROPOSAL EVALUATION FORM

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

Offeror Name: _____
 Evaluator Name: _____
 Date of Review: _____
 RFP Number: 220000001

EVALUATION CRITERIA AND SCORING

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS **100**

5.01 Understanding of the Project—10 Percent

Maximum Point Value for this Section - 10 Points

100 Points x 10 Percent = 10 Points

Proposals will be evaluated against the questions set out below.

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?

NOTES

- 2) How well has the offeror identified pertinent issues and potential problems related to the project?

NOTES:

- 3) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?

NOTES:

- 4) Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

NOTES:

EVALUATOR'S POINT TOTAL FOR 5.01: _____

5.02 Methodology Used for the Project—10 Percent

Maximum Point Value for this Section - 10 Points

100 Points x 10 Percent = 10 Points

Proposals will be evaluated against the questions set out below.

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?

NOTES:

- 2) How well does the methodology match and achieve the objectives set out in the RFP?

NOTES:

- 3) How well does the methodology interface with the time schedule in the proposal?

NOTES:

EVALUATOR'S POINT TOTAL FOR 5.02: _____

5.03 Management Plan for the Project—10 Percent

Maximum Point Value for this Section - 10 Points

100 Points x 10 Percent = 10 Points

Proposals will be evaluated against the questions set out below.

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?

NOTES:

2) How well is accountability completely and clearly defined?

NOTES:

3) Is the organization of the project team clear?

NOTES:

4) How well does the management plan illustrate the lines of authority and communication?

NOTES:

5) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

NOTES:

6) Does it appear that offeror can meet the schedule set out in the RFP?

NOTES:

7) Has the contractor gone beyond the minimum tasks necessary to meet the objectives of the RFP?

NOTES:

8) To what degree is the proposal practical and feasible?

NOTES:

9) To what extent has the offeror identified potential problems?

NOTES:

EVALUATOR'S POINT TOTAL FOR 5.03: _____

5.04 Experience and Qualifications—20 Percent

Maximum Point Value for this Section - 20 Points

100 Points x 20 Percent = 20 Points

Proposals will be evaluated against the questions set out below.

1) Questions regarding the personnel.

a) Do the individuals assigned to the project have experience on similar projects?

NOTES:

b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires?

NOTES:

c) How extensive is the applicable education and experience of the personnel designated to work on the project?

NOTES:

2) Questions regarding the firm.

- a) Has the firm demonstrated experience in completing similar projects on time and within budget?

NOTES:

- b) How successful is the general history of the firm regarding timely and successful completion of projects?

NOTES:

- c) Has the firm provided letters of reference from previous clients?

NOTES:

- d) If a subcontractor will perform work on the project, how well do they measure up to the evaluation used for the offeror?

NOTES:

EVALUATOR'S POINT TOTAL FOR 5.04: _____

EVALUATOR'S COMBINED POINT TOTAL FOR ALL EVALUATED SECTIONS: _____

5.05 Contract Cost — 40 PERCENT

Maximum Point Value for this Section — 40 Points

100 Points x 40 PERCENT = 40 Points

Overall, a minimum of 40 percent of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under SECTION 6. GENERAL PROCESS INFORMATION.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in SECTION 6. GENERAL PROCESS INFORMATION.

5.06 Alaska Offeror Preference — 10 Percent**Point Value for this Section — 10 Points****100 Points x 10 Percent = 10 Points**

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10 percent of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

ATTACHMENT 3: STANDARD AGREEMENT FORM – APPENDIX A

The parties' contract comprises this Standard Agreement Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number	2. Contract Title	3. Agency Fund Code	4. Agency Appropriation Code
5. Vendor Number	6. IRIS GAE Number (if used)	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of	Division	hereafter the State, and	
9. Contractor hereafter the contractor			
Mailing Address	Street or P.O. Box	City	State ZIP+4
10.			
ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.			
ARTICLE 2. Performance of Service:			
2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.			
2.2 Appendix B sets forth the liability and insurance provisions of this contract.			
2.3 Appendix C sets forth the services to be performed by the contractor.			
ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____.			
ARTICLE 4. Considerations:			
4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D.			
4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:			
11. Department of	Attention: Division of		
Mailing Address	Attention:		
12. CONTRACTOR		14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.	
Name of Firm			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title			
13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee	Date
Department/Division	Date		
Signature of Project Director		Typed or Printed Name	
Typed or Printed Name of Project Director		Title	

NOTICE: This contract has no effect until signed by the head of contracting agency or designee.

APPENDIX A
GENERAL PROVISIONS

Article 1. Definitions.

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

Article 2. Inspections and Reports.

- 2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.
- 2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

Article 3. Disputes.

- 3.1 If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5. Termination.

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

Article 6. No Assignment or Delegation.

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

Article 7. No Additional Work or Material.

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

Article 8. Independent Contractor.

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

Article 9. Payment of Taxes.

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

Article 10. Ownership of Documents.

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

Article 11. Governing Law; Forum Selection

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

Article 13. Officials Not to Benefit.

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

Article 14. Covenant Against Contingent Fees.

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

Article 15. Compliance.

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

Article 16. Force Majeure:

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

ATTACHMENT 4: INSURANCE REQUIREMENT - APPENDIX B1**APPENDIX B1
INDEMNITY AND INSURANCE****Article 1. Indemnification**

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

Article 2. Insurance

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

2.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

2.2 Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

2.3 Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

ATTACHMENT 5: NOTICE OF INTENT TO AWARD



Alaska Commission on
 Postsecondary Education
 3030 Vintage Blvd.
 P.O. Box 110505
 Juneau, Alaska 99811-0505

THIS IS NOT AN ORDER

DATE ISSUED:

RFP NO.:

RFP DEADLINE:

RFP SUBJECT:

CONTRACTING OFFICER:

SIGNATURE: _____

This is notice of the state's intent to award a contract. The figures shown here are a tabulation of the offers received. The responsible and responsive offeror whose proposal was determined in writing to be the most advantageous is indicated. An offeror who wishes to protest this Notice of Intent must file the protest within ten calendar days following the date this notice is issued. If the tenth day falls on a weekend or holiday, the last day of the protest period is the first working day following the tenth day. **The offeror identified here as submitting the most advantageous proposal is instructed not to proceed until a contract, or other form of notice is given by the contracting officer.** A company or person who proceeds prior to receiving a contract, Contract Award, or other form of notice of Award does so without a contract and at their own risk. AS 36.30.365.

Offerors	Responsive	Total Score	Most Advantageous

LEGEND: @ -- MOST ADVANTAGEOUS
 Y -- RESPONSIVE PROPOSAL
 N -- NON-RESPONSIVE PROPOSAL

SUMMARY

ATTACHMENT 6: COST PROPOSAL

Second Placement Collections Services		
RFP NUMBER - 220000001		
Contract Costs*	Unit/Basis for Cost	Notes/Comments
Conversion/Implementation Cost:		
Testing and Implementing Data Transfer Process and Reporting	Offeror must provide commission rate proposed to collect from borrower.	
Reoccurring/Monthly Servicing Costs:		
Collection Costs	Offeror must provide commission rate proposed to collect from borrower.	*See Note Below
AD Hoc/Custom Costs		
Customization/Configuration	\$150.00 per hour	

All costs, or possible costs, should be listed in the cost proposal, including the cost of deconversion if necessary, custom requests, and others.

Offerors must provide the commission rate proposed to collect from the borrower as payment under the contract resulting from this RFP, inclusive of overhead costs and profits. The commission rate will be earned upon receipt of borrower payments, exclusive of payments received as a result of ACPE's administrative authority (AS 14.43.147, AS 14.43.149, AS 14.43.150, AS 14.43.151).

*Costs not included in the cost proposal will not be authorized for payment without prior approval by the Project Director or designee as noted in Sec. 4.06 Cost Proposal of the RFP

*All customization/configuration requests must be submitted in writing to the selected collection vendor. Within ten (10) business days of receipt of any request, the second collection vendor may ask for additional information regarding the request or provide a Statement of Work (SOW) including the cost and amount of time necessary to complete the request. The selected second collection vendor will not begin work on any customization/configuration request until a signed SOW is received from the client.

ATTACHMENT 7: REPORTS AND FILE LAYOUTS