



STATE OF ALASKA
Department of Education and Early Development
Alaska Commission on Postsecondary Education
3030 Vintage Boulevard
Juneau, AK 99801

Request For Proposals
RFP 2015-0500-2833
Date of Issue: **December 5, 2014**

Title and Purpose of RFP:

Alternative (Non-federal) Education Loan Collection Services

Alaska Commission on Postsecondary Education is soliciting proposals for defaulted education loan collection services for alternative loans that have never been federally guaranteed.

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.

Cheryl Sams
Procurement Officer
Alaska Commission on Postsecondary Education

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SECTION ONE INTRODUCTION AND INSTRUCTIONS

1.01 Return Mailing Address, Contact Person, Telephone, Fax Numbers and Deadline for Receipt of Proposals

Offerors must submit an electronic copy of their proposal, via email, to the procurement officer. The technical proposal and cost proposal must be saved as separate PDF documents and emailed to **Cheryl.Sams@alaska.gov** as separate, 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 email must contain the RFP number in the subject line.

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. It is the offeror's responsibility to contact the issuing agency at **907-465-6698** to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

In addition to the electronic copy, offerors may also submit a hard copy of the proposal which must be addressed as follows:

**Department of Education and Early Development
Alaska Commission on Postsecondary Education
Attention: Cheryl Sams
Request for Proposal (RFP) Number: 2015-0500-2833
Project name: Collection Services
PO Box 110505
Juneau, AK 99811-0505**

If using U.S. mail, please use the following address: PO Box 110505, Juneau AK 99811-0505

If using a delivery service, please use the following address: 3030 Vintage Blvd, Juneau AK 99801
Important Note: there is no overnight express mail delivery to Juneau, Alaska. Expedited mail service takes at least two days.

Proposals must be received no later than 1:30 P.M., Alaska Time, on **January 12, 2015**. Emailed proposals are preferred. Oral proposals are not acceptable.

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.

PROCUREMENT OFFICER: **Cheryl Sams** – PHONE **907-465-6698** - TDD **907-465-3143**

The State of Alaska provides one Request for Proposal (RFP). Additional RFPs may be purchased for the cost of reproduction, \$.25 per page.

1.02 Contract Term and Work Schedule

The contract term and work schedule set out herein represents the State of Alaska'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 will be shifted by the same number of days.

The length of the contract will be from July 1, 2015, for three years, with the option of 5 additional one-year extensions.

Unless otherwise provided in this RFP, the State 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.

The approximate contract schedule is as follows:

- Issue RFP **December 5, 2014**
- Pre-proposal conference **December 16, 2014**
- Deadline for questions **December 23, 2014**
- Deadline for Receipt of Proposals **January 12, 2015**
- Proposal Evaluation Committee complete evaluation by **January 26, 2015**
- State of Alaska issues Notice of Intent to Award a Contract **January 29, 2015**
- State of Alaska issues contract **February 13, 2015**
- Contract start **July 1, 2015,**
- First contractor work period **July 1, 2015 to June 30, 2018.**

1.03 Purpose of the RFP

The Department of Education and Early Development, Alaska Commission on Postsecondary Education, is soliciting proposals for defaulted education loan collection services. The loan portfolio consists of alternative loans that have never been federally guaranteed.

1.04 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 contractor for collections by ACPE. It is anticipated that the collection fee percentage offered in response to this RFP will range from 5-20%, proposals offering a collection fee percentage over 20% will be considered non-responsive. There will be no extra fee for second placement.

1.05 Location of Work

The state **WILL NOT** provide workspace for the contractor. The contractor must provide its own workspace.

Because ACPE is located in the Alaskan Standard Time Zone and prospective vendors may be from various locations across the United States, offerors must convey how they plan to initiate collection activities which reach borrowers at their most optimum times in Alaska or any other state or province in which they may be located. Under no circumstances shall a contractor transfer data or have data accessed outside of the United States of America.

By signature on their proposal, the offeror certifies that all services provided under this contract by the contractor and all subcontractors shall 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 the state to reject the proposal as non-responsive, or cancel the contract.

1.06 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 the state to reject the proposal as non-responsive, or cancel the contract.

1.07 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.

1.08 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.

1.09 Questions Received Prior to Deadline for Receipt of Proposals

All questions must be in writing and directed to the issuing office, addressed to the procurement officer. The interested party must confirm telephone conversations in writing. No further question will be allowed after 4:00 PM AST, on December 23, 2014

All questions must be sent via email to the procurement officer at: Cheryl.Sams@alaska.gov.

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.

1.10 Amendments

If an amendment is issued, it will be provided to all who were mailed a copy of the RFP and to those who have registered with the procurement officer after receiving the RFP from the State of Alaska Online Public Notice web site.

1.11 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.

1.12 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 the state. 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.

The state 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.

1.13 State Not Responsible for Preparation Costs

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

1.14 Disclosure of Proposal Contents

All proposals and other material submitted become the property of the State of Alaska and may be returned only at the state'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.

1.15 Subcontractors

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

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within five working days from the date of the state's request:

- complete name of the subcontractor;
- complete 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.

The offeror's failure to provide this information, within the time set, may cause the state 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.

1.16 Joint Ventures

Joint ventures are acceptable. If submitting a proposal as a joint venture, the offeror must submit a copy of the joint venture agreement which identifies the principals involved and their rights and responsibilities regarding performance and payment.

1.17 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) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- (e) all terms and conditions set out in this RFP;
- (f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- (g) that the offers will remain open and valid for at least 90 days; and

- (h) 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 [h] of this paragraph, the state reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

1.18 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 the Alaska Commission on Postsecondary Education reserves the right to **consider a proposal non-responsive and reject it** 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.

1.19 Right to Inspect Place of Business

At reasonable times, the state may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the state makes such an inspection, the contractor must provide reasonable assistance.

1.20 Solicitation Advertising

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

1.21 News Releases

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

1.22 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.

1.23 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 the state 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.

1.24 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.

1.25 Federal Requirements

The offeror must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

SECTION TWO STANDARD PROPOSAL INFORMATION

2.01 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.

2.02 Pre-proposal Conference

A pre-proposal conference will be held at **11:00am**, Alaska Time, on **December 16, 2014** in the Juneau conference room at ACPE's offices located at 3030 Vintage Park in Juneau, Alaska. Offerors may also attend via WebEx at <https://alaskadvantage.webex.com/mw04011/mywebex/default.do?siteurl=alaskadvantage&rnd=0.2668250732868112> and teleconference at (1-800-315-6338 access code: 67861). 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. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting.

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

2.03 Site Inspection

The state 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 the state reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

2.04 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 the state's request in accordance with 2 AAC 12.290.

2.05 Supplemental Terms and Conditions

Proposals must comply with Section **1.12 Right of Rejection**. However, if the state fails to identify or detect supplemental terms or conditions which conflict with those contained in this RFP or that diminish the state'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:

- a) 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
- b) if the state'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.

2.06 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.

2.07 Discussions with Offerors

The state 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.

2.08 Prior Experience

In order for proposals to be considered responsive offerors must meet these minimum prior experience requirements.

- Must have at least five (5) years of experience in providing alternative education loan collection activity, (education loans that have never been federally guaranteed). Note that experience collecting on defaulted federal loans that have lost their guarantee or on Perkins loans does NOT meet the experience requirement relative to alternative education loans.
- Experience with collecting on alternative education loan debt includes loans which had options for deferment and administrative garnishments, and cosigned alternative loans.
- Must be a member, and provide verification of membership, in the American Collectors Association or a comparable organization. Must be a member of the National Council of Higher Educational Loan Programs (NCHELP), and actively involved in the NCHELP Debt Management Committee or a comparable trade association such as Education Finance Council (EFC), Student Loan Servicing Alliance (SLSA), etc.
- Must provide at least five (5) references, including two (2) who are lenders of alternative education loan debt (education loans that have never been federally guaranteed). References provided or obtained may be contacted to verify offeror's ability to perform the terms of the contract. ACPE may use information gathered from references listed, or additional references if necessary, to determine the ability of the offeror to perform the terms of the contract. Negative references may be grounds for disqualification.

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

2.09 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 **SEVEN** of this RFP.

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.

2.10 Vendor Tax ID

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

2.11 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, P.O. 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:

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

2.12 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/policy.html>

- 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 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 the state to disallow the preference.

2.13 5 Percent Alaska Bidder Preference AS 36.30.321(a), AS 36.30.990(2), & 2 AAC 12.260

An Alaska Bidder Preference of five percent will be applied to the price in the proposal. The preference will be given to the 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 Affidavit

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 affidavit 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 affidavit 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.

2.14 5 Percent Alaska Veteran Preference AS 36.30.321(f)

An Alaska Veteran Preference of five percent, not to exceed \$5,000, will be applied to the price in the proposal. The preference will be given to the 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 Affidavit

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.

2.15 Formula Used to Convert Cost to Points AS 36.30.250 & 2 AAC 12.260

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 through the method set out below. In the generic example below, cost is weighted as 40% of the overall total score. The weighting of cost may be different in your particular RFP. See section SEVEN to determine the value or weight of cost for this RFP.

EXAMPLE

Formula Used to Convert Cost to Points

[STEP 1]

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

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

[STEP 2]

Convert cost to points using this formula.

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

The RFP allotted 40% (40 points) of the total of 100 points for cost.

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.

$$\begin{array}{rclclcl}
 \$40,000 & \times & 40 & = & 1,600,000 & \div & \$42,750 & = & 37.4 \\
 \text{Lowest} & & \text{Max} & & & & \text{Offeror \#2} & & \text{Points} \\
 \text{Cost} & & \text{Points} & & & & \text{Adjusted By} & & \\
 & & & & & & \text{The Application Of} & & \\
 & & & & & & \text{All Applicable} & & \\
 & & & & & & \text{Preferences} & &
 \end{array}$$

Offeror #3 receives 33.7 points.

$$\begin{array}{rclclcl}
 \$40,000 & \times & 40 & = & 1,600,000 & \div & \$47,500 & = & 33.7 \\
 \text{Lowest} & & \text{Max} & & & & \text{Offeror \#3} & & \text{Points} \\
 \text{Cost} & & \text{Points} & & & & \text{Adjusted By} & & \\
 & & & & & & \text{The Application Of} & & \\
 & & & & & & \text{All Applicable} & & \\
 & & & & & & \text{Preferences} & &
 \end{array}$$

**2.16 Alaska Offeror Preference
AS 36.30.321 & 2 AAC 12.260**

2 AAC 12.260(e) provides Alaska offerors a 10 percent 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.

EXAMPLE

Alaska Offeror Preference

[STEP 1]

Determine the number of points available to Alaskan offerors under the preference.

Total number of points available - 100 Points

$$\begin{array}{rclclcl}
 100 & \times & 10\% & = & 10 \\
 \text{Total Points} & & \text{Alaskan Offerors} & & \text{Number of Points} \\
 \text{Available} & & \text{Percentage Preference} & & \text{Given to Alaskan Offerors} \\
 & & & & \text{Under the Preference}
 \end{array}$$

[STEP 2]

Add the preference points to the Alaskan offers. There are three offerors: Offeror #1, Offeror #2, and Offeror #3. Offeror #2 and Offeror #3 are eligible for the Alaska Offeror 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. Their scores at this point are:

- Offeror #1 - 89 points
- Offeror #2 - 80 points
- Offeror #3 - 88 points

Offeror #2 and Offeror #3 each receive 10 additional points. The final scores for all of the offers are:

Offeror #1 - 89 points
Offeror #2 - 90 points
Offeror #3 - 98 points

Offeror #3 is awarded the contract.

2.17 Contract Negotiation

2 AAC 12.315 CONTRACT NEGOTIATIONS 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, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in the Alaska Commission on Postsecondary Education conference room at 3030 Vintage Blvd., in Juneau, Alaska. Negotiations may be conducted telephonically.

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

2.18 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 project; or
- if the offeror and the state, after a good faith effort, simply cannot come to terms,

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

2.19 Notice of Intent to Award (NIA) — Offeror Notification of Selection

After the completion of contract negotiation 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.

2.20 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:

- a. the name, address, and telephone number of the protester;
- b. the signature of the protester or the protester's representative;
- c. identification of the contracting agency and the solicitation or contract at issue;
- d. 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."

SECTION THREE

STANDARD CONTRACT INFORMATION

3.01 Contract Type

This contract is a Firm Fixed Price contract. The firm fixed price will be calculated as a collection contingency fee (a percent of the amount collected by the Contractor) and will be deducted from payments made by the borrower for the loans transferred to the Contractor for collection.

3.02 Contract Approval

This RFP does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Executive Director of the Alaska Commission on Postsecondary Education, or the Executive Director's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

3.03 Standard Contract Provisions

The contractor will be required to sign and submit the attached State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). 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.

3.04 Proposal as a Part of the Contract

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

3.05 Additional Terms and Conditions

The state 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.

3.06 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. The 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.

Offerors must review form APPENDIX B1, 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 must be set out in the offeror's proposal.

3.07 Contract Funding

Payment for the contract is subject to funds already identified.

3.08 Proposed Payment Procedures

Contract payment is calculated as a percent of the amount collected from each borrower and is billed by the contractor to the borrower. ACPE requires the vendor to remit 100% of debtor payments collected. ACPE will calculate and remit collection fees back to the vendor monthly.

3.09 Contract Payment

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

The state 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.

3.10 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.

3.11 Contract Personnel

Any change of the project team members or subcontractors named in the proposal must be approved, in advance and in writing, by the project director. Personnel changes that are not approved by the state may be grounds for the state to terminate the contract.

3.12 Inspection & Modification - Reimbursement for Unacceptable Deliverables

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

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

3.13 Termination for Default

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

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached.

3.14 Contract Changes - Unanticipated Amendments

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project director will provide the contractor a written description of the additional work and request the contractor 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 contractor will not commence additional work until the project director has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Executive Director of the Alaska Commission on Postsecondary Education or designee.

3.15 Contract Invalidation

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

3.16 Nondisclosure and Confidentiality

Contractor agrees that all confidential information shall 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 contractor shall 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 contractor with all applicable federal and state law, including APIPA, FERPA, the Social Security Act, GLBA and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

The contractor is responsible for being aware of the laws applicable to different data sets and performing appropriate due diligence to ensure contractor compliance with all applicable requirements. The contractor must immediately notify ACPE's procurement officer upon becoming aware of any disclosure, loss of or unauthorized accesses to or storage of or use of the confidential information. The verbal notice must be promptly followed by a written description of the scope of the breach or non-compliance and the details of how the breach or non-compliance occurred and was detected. The contractor agrees to cooperate with ACPE on any investigation required by any applicable laws.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized. 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 contractor 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 contractor will immediately notify ACPE. The contractor may disclose the confidential information after 1) providing ACPE with written notice of the requested disclosure (to the extent such notice to ACPE is permitted by applicable law), and 2) receiving express written consent from ACPE to disclose confidential information (except in the case of lawful demands from a court or law enforcement agency for which ACPE has provide verbal permission for release). Written notice of the requested disclosure of confidential information by the contractor must be provided to ACPE within a reasonable time after the contractor'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.

Additional information that the contractor shall hold as confidential during the performance of services under this contract include:

Any personally identifiable information as governed by state or federal law such as personally identifiable information as defined in the Alaska Personal Information Protection Act.

SECTION FOUR BACKGROUND INFORMATION

4.01 Background Information

Background information concerning this project is as follows;

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 (Commission or 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 Alaska Student Loan Corporation (ASLC) and transferred outstanding loans to ASLC 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. ASLC issues bonds annually for this purpose. Payments of principal and interest received from loan recipients are used to repay principal and interest on the outstanding bond debt and to replenish the education loan fund for future applicants.

Collections

The loans ACPE intends to place with a Contractor 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 and cancellation decisions shall remain solely the responsibility of ACPE, and may not be made by the Contractor.

ACPE performs in-house involuntary collection on defaulted loans, including administrative garnishment of Alaska Permanent Fund Dividends (PFDs), administrative wage garnishment of defaulted borrowers employed in Alaska, and administrative recording of liens in accordance with State statutes. ACPE also contracts for collection of defaulted loans. ***ACPE may continue to leverage its administrative tools to collect on loans placed with the collection vendor. In those cases, ACPE's administrative garnishments or payments on ACPE-created liens will not result in a fee to the vendor.

ACPE will, at its discretion, assign accounts of post-defaulted loans as they become 180 to 270 or more days delinquent. ACPE expects to assign approximately 180 to 250 loans per month, averaging \$6,800 in principal and interest outstanding, for a monthly total of \$1 to \$1.5 million. The initial transfer will consist of approximately 4,000 accounts for approximately \$100,000,000. Note that ACPE is not bound by these estimates and may at its sole discretion increase or decrease the number of loans/accounts or dollar amount transferred.

Note that ACPE implemented a credit assessment on its non-federal loans in 2009, requiring the borrower or a cosigner to have a minimum 680 FICO in order to qualify for most loans. It is expected that implementation of this credit requirement will reduce defaults and therefore eventually reduce the number of loans placed for collection. However, it is too soon to quantify the impacts of this change. Similar to industry-wide trends, ACPE is additionally experiencing a significant decline in lending volume, which is also expected to reduce the number of loans placed for collection.

A copy of the statutes and regulations governing the loan programs is available at www.ACPE.alaska.gov, in the "About Us" section. The Contractor is responsible for reading, understanding, and complying with these statutes and regulations relative to loans transferred to the Contractor for collection.

SECTION FIVE SCOPE OF WORK

5.01 Scope of Work

ACPE is soliciting proposals for defaulted education loan collection services. The loan pool consists of alternative loans that have never been federally guaranteed. ACPE, at its discretion, will assign defaulted accounts to a third-party collection contractor ("Contractor"). These loans will include loans that are defaulting for the first time, as well as loans that may have been previously placed with a collection vendor. The pool includes loans with and without cosigners, and the same cosigner may be associated with loans for multiple borrowers or have a defaulted loan of their own.

ACPE alternative loans default when any payment becomes 180 days or more past due. Loans that are 180-270 days past due may be eligible for a loan modification program. A borrower may at any time pay a loan down to under 270 days past due and become eligible to apply for the modification program (borrower must meet additional eligibility requirements related to income, etc.). Loans qualifying for modification will be recalled for in-house servicing.

ACPE expects to assign alternative loans that have become 180 or more days past due to the contractor for collection.

General Requirements

1. **Coordinate and Communicate Activities.** Contractor shall fully coordinate and communicate about its activities with ACPE during the course of the contract. Offerors are to clearly articulate in their RFP response how their organization's acclimation process with ACPE will be carried out.
2. **Contract Liaison.** Contractor shall 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 of the two entities. Verbal inquiries from ACPE to the Contractor shall be acknowledged within four business hours of the inquiry. Written requests from ACPE shall be acknowledged within 24 hours of receipt. Contractor must provide ACPE with access to a staff member with system access and management decision-making authority Monday through Friday, 8:00 AM to 4:00 PM Alaska Standard Time.
3. **Complaints.** Contractor shall maintain a comprehensive record of all complaints related to the servicing of ACPE borrower/cosigner accounts, including details of third party complaints or litigation associated with ACPE accounts. Third Party complaints may include complaints from the Consumer Financial Protection Bureau, Better Business Bureau, Attorney General's office, legislators or a debtor's representative or legal counsel. The examples of third party complainants are not intended to be an exhaustive list. The contractor shall also maintain a record of all debtor complaints that indicate a potential violation of the FDCPA or TCPA statutes and regulations that relate to its account activity. The record of third party complaints and allegations of FDCPA or TCPA violation shall include 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. This record shall be provided to ACPE monthly or immediately upon request. Contractor shall maintain procedures for assessing the severity of complaints and addressing complaints based on their nature.
4. **Toll-Free Telephone Number.** Contractor shall maintain a nationwide (including Alaska and Hawaii) toll-free telephone number for the duration of the contract for borrowers to contact them. The number must be provided on all correspondence to borrowers. Collection staff will be available for inbound and outbound borrower/cosigner calls between the hours of 9 AM and 8 PM Alaska Standard Time.

Offerors should provide details about what mechanisms are used to place collection calls to debtors including, transfers to a live agent, autodialed vs. manually dialed calls, etc.

5. **Telephone Recording:** All phone calls made to and received from borrowers must be recorded. Recordings must be maintained for at least 12 months, and copies of recording must be made available to ACPE in a standard electronic format, upon demand.
6. **Independent Financial Audit/Third Party Servicer Audit.** Contractor shall have an annual independent financial audit. Copies of the independent audit shall be forwarded to ACPE within 90 days following the end of the Contractor's fiscal year. ACPE reserves the right to request a third-party servicer audit of the Contractor no more than once every two years. Copies of the servicer audit report shall be forwarded within 120 days of the requested audit. Contractor shall have the burden to report to ACPE compliance or internal control issues reported by all third party auditors including the steps being taken to remedy the discrepancy. Contractor will bear the cost of such audits.
7. **Contractor Database.** Contractor shall provide ACPE with inquiry only access to borrower and cosigner collection account information via the Internet. Offerors are to convey briefly how ACPE would gain access to such information.
8. **File Transfers.** The Contractor shall adhere to the following requirements for file transfers and file formats, at frequencies to be set by ACPE, and as amended from time-to-time.
 - a. The Contractor will provide a Secure FTP site to conduct the file transfers.
 - b. All file transfers between ACPE and the Contractor will be conducted using Secure FTP.
 - c. The Contractor will be required to use the file layouts provided by ACPE.
 - d. All files will be in field position (flat file) text format.
 - e. Frequency will be monthly unless another option is agreed to by ACPE.
9. **Settlement Reporting.** Contractor must provide a monthly report of account settlement activity. A sample spreadsheet is attached. Other regular or ad hoc reporting will also be provided as required by ACPE. Offerors are to provide ACPE with sample ad hoc reports.
10. **Borrower Payment Application.** Contractor will apply borrower payments at the loan level, splitting principal and interest according to ACPE's instructions. Offerors are to communicate the variables of how their system can apply borrower payments.
11. **Electronic System Reconciliation.** Contractor shall participate in monthly electronic account data reconciliation. ACPE will provide Contractor 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, Contractor will update account balances on Contractor's system to agree with ACPE's and provide validation that the Contractor's system has been properly updated. Contractor will report and explain any discrepancies between balances on the electronic file supplied to ACPE and the updated balances on the Contractor's system to ACPE in an Excel format within ten (10) business days of receipt of the electronic file. Contractor shall also report to ACPE, in Excel format within ten (10) business days of receipt of the electronic file, adjustments made to accounts on the Contractor's system to make them agree with balances on ACPE's system.
12. **Contractor Liability.** Contractor 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.
13. **Monitor Changes in Law.** Contractor recognizes that the state and federal laws regulating debt collection may change during the term of this agreement. Contractor agrees to monitor changes in applicable law and promptly modify its debt collection practices in order to implement such changes. Contractor shall discuss proposed modifications of its debt collections 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 has approved a later implementation date in writing or e-mail. Necessary modifications due to statutory and regulatory changes will be provided at no additional cost to ACPE.
14. **Contractor Compliance.** Contractor will maintain up-to-date written policies and internal control

documentation to ensure compliance with applicable federal and state laws, including activities of third-party attorney firms contracted for litigation. It is the Contractor's responsibility to comply with all state, federal and municipal laws that apply to its activities. When updates to procedures are made as a result of changing state, federal and municipal laws, Contractor will notify ACPE of the new procedure and provide a copy for review.

5.02 Collection Activities

1. **Acceptance of Accounts.** Contractor will accept the accounts referred to it by ACPE for post default due diligence and collection according to the terms and conditions in this RFP, in accordance with applicable federal and state laws
2. **Collection of Accounts.** Contractor shall promptly undertake, through proper and lawful means, post default due diligence and collection of accounts referred to it by ACPE without regard to the amount due or the age of the delinquency. Note that ACPE accounts generally remain in collections until seven years has lapsed without payment. Some accounts placed with the vendor may be subject to statutes of limitations for judicial action; however, regular billing and collection outreach is still required on these accounts.
3. **Maximum Recovery of the Accounts.** Contractor shall utilize their professional expertise to achieve maximum recovery of the accounts referred to it for collection, which shall include, but is not limited to, telephone calls, mail efforts, and skip tracing and litigation procedures when appropriate.
4. **Record of Collection Activity.** Contractor must document and maintain records of collection activity.
5. **Letter Text and Call Procedures/Scripts.** Contractor shall not implement substantive changes to due diligence letter text or call procedures/scripts without written ACPE approval prior to implementation. Samples of scripts and letters should be provided as an attachment to the offeror's RFP response.

Billing Statement. On an at least quarterly basis, contractor will mail a billing statement to each borrower and cosigner in addition to all other letters in the Contractor letter series, beginning with the month of transfer from ACPE to Contractor. The billing statement will include:

- a. Contractor's account identifier that is NOT the SSN
- b. Total principal balance due
- c. Total due this billing period
- d. Notice of credit reporting if applicable
- e. Notice of fees for returned payments
- f. Encouragement for borrowers to contact if they cannot make payment due
- g. Language to indicate this debt is their defaulted ACPE loan that was transferred to the collection agency
- h. Any verbiage required by state law in the state where the borrower now resides

A sample billing statement should be provided as an attachment to the offeror's RFP response.

6. **Repayment Agreements.** Contractor may enter into repayment agreements with borrowers. Repayment agreements will require a minimum payment of \$50 per month, exclusive of collection costs. One-time payments may be accepted for any amount.
7. **Daily Remittance of Payments.** Contractor will remit payments and reversals daily to ACPE by encrypted electronic file prescribed by ACPE, within two business days of the payment received date. Contractor will provide written notice via email that a transfer occurred, indicating the date transferred, total amount of payments, total amount of commission, and total funds sent.
8. **Daily Deposit.** Deposits will made daily into the bank account specified by ACPE. ACPE will reconcile daily deposits with the Daily Remittance of Payments.
9. **Payments Received by ACPE.** Payments received directly by ACPE for accounts under referral to the Contractor shall be included in the total payments collected by the Contractor and shall be subject to the

collection fee, with the exception of specially negotiated settlements, ACPE wage or PFD garnishments, and payments on liens that ACPE has recorded in the State of Alaska under the commission's administrative authority. Permanent Fund Dividend garnishments, administrative wage garnishment payments and payment to ACPE on recorded liens will not be included in total payments collected by the Contractor, will not be subject to the collection fee, and will not result in any fee payment by ACPE or the borrower to the Contractor.

10. **No Authority to Acknowledge Payments in Full.** Contractor shall **not** acknowledge payment in full to a borrower. ACPE will acknowledge satisfaction of their indebtedness to all borrowers in written format.
11. **Borrower Demographic Changes.** Contractor shall forward to ACPE no less than monthly all requested borrower demographic changes (i.e., name, address, and telephone changes). The changes shall be provided to ACPE in an encrypted electronic format.
12. **Medical Cancellation of Debt.** Contractor shall forward all requests for cancellation of debt due to disability to ACPE. ACPE will notify the Contractor if collection efforts should be suspended or if the account should be closed after the account has been reviewed by ACPE.
13. **Bankruptcy Documentation Procedures.** Contractor shall immediately suspend collection activities on accounts that have been identified either in writing or verbally to be in bankruptcy status. Contractor shall advise ACPE in a weekly report of new bankruptcy notifications, and send any documents pertinent to the bankruptcy. ACPE may require the accounts to be returned to ACPE for the duration of the bankruptcy stay. Contractor shall have a process to ensure continued collections on loans within an account that are not subject to a bankruptcy procedure, when loans within an account are in mixed statuses, such as when a cosigner in bankruptcy has endorsed loans for multiple borrowers. Contractor shall also have a process to regularly verify whether a bankruptcy has been discharged or never filed, and to timely return those accounts to collections servicing.
14. **Authorization for Debt Settlements.** Contractor will propose a process for selecting accounts for settlement offers/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 will 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 vendor to determine settlement percentages that vendor may approve without ACPE consent. Fee to Contractor on settled accounts will be based on the settlement amount paid.

ACPE anticipates a settlement campaign prior to the annual bad debit write-off. The terms of this settlement campaign will be negotiated with the contractor each year prior to the debt being written off.

15. **Suspend Action on Any Account.** Contractor shall agree to suspend action, in part or in full, either temporarily or permanently, on any account upon receipt of such notification by ACPE, without penalty or other cost to ACPE.
16. **Account Retention Guidelines.** Contractor will retain and actively work all accounts until recalled by ACPE
17. **Account Closure.** Contractor will provide a monthly electronic file of closed accounts, including the reason for account closure.
18. **Participation in Settlement and/or Write-Off Campaigns.** It is generally ACPE's practice to write-off non-performing debt after seven years of non-payment. In such cases, ACPE may request the vendor to offer

settlement options to the pool of loans selected for write-off, in lieu of being reported to the IRS. The regular payment percent will be paid to the vendor on amounts collected in such campaigns.

19. **Accounting Procedures**. The accounting of borrowers' loans must be maintained at the individual loan level. Payment application, interest accrual and fee assessment must be applied at the individual loan level, in accordance with ACPE's instructions, but the loans may be combined for overall collection purposes.
20. **Paid in Full Account Monitoring**. Contractor must monitor amounts intended to pay a loan in full. ACPE must receive notice of payment in full monthly. ACPE will verify and return overpayments to borrowers. The Contractor is not to adjust its fee by the amount of overpayment. It will be adjusted from subsequent total commissions due to Contractor.
21. **Authorization for Legal Proceedings**. The Contractor shall obtain written authorization from ACPE prior to undertaking legal proceedings against the borrower. Contractor will propose a process for selecting accounts for litigation based upon:
 - a. Size 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 selection criteria in writing. ACPE will 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. Offerors are to convey their process for assessing legal action, as well as procedures for initiating such litigation.

22. **Client Relations**. Contractor will make compliance, quality control or related staff available to ACPE to provide answers to general questions about collections and compliance best practices between the hours of 8AM to 4PM AST Monday through Friday.

ACPE Rights and Responsibilities

1. **Payments**. ACPE will notify the Contractor, on a regularly scheduled basis, of payments received on accounts being serviced by the Contractor.
2. **Account Withdrawal**. Accounts referred to the Contractor may be withdrawn by ACPE at any time.
3. **Account Reassignment**. ACPE may recall and reassign to another collection vendor those accounts placed with a Contractor for twelve months unless the account is in compliance with an approved payment agreement. Contractors are required to work all assigned accounts until recalled by ACPE.
4. **Compliance Reviews**. ACPE reserves the right to conduct compliance reviews of Contractor and third-party attorney firms engaged by contractor for litigation activity at any time. These reviews will evaluate the Contractor's or third party's compliance with due diligence requirements, ACPE policies, and any other contractual obligations.
5. **Annual On-Site Visit**. ACPE reserves the right to conduct an annual on-site review.
6. **Annual Notices**. ACPE will send an annual privacy notice, IRS Forms 1098 and 1099, and notification of variable interest rate changes to borrowers.
7. **Credit Reporting**. ACPE will be responsible for monthly credit reporting of accounts placed with collection vendor.

8. **Access to Database.** Contractor may access borrower data on ACPE's servicing system via a secure Internet connection approved by ACPE.

9. **ACPE Report Requirements.** ACPE will review samples of reports provided by the Contractor and will determine the reports required and the frequency of delivery. ACPE may require development of custom or ad hoc reports.

10. **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.

SECTION SIX PROPOSAL FORMAT AND CONTENT

6.01 Proposal Format and Content

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

6.02 Introduction

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the state 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.

To determine the offeror's ability to meet requirements of service, the following information is required. Taking exception to a request may be taken as being non-responsive or subject the offeror to a deduction of points. To respond that you "understand and will comply" is not appropriate for this section. Briefly summarize how you will comply, outlining any system or internal controls.

6.03 Understanding of the Project

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule.

6.04 Methodology Used for the Project

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 the state's project schedule.

6.05 Management Plan for the Project

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 the state's project schedule.

6.06 Experience and Qualifications

Offerors must 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.

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract, and provide the following information about each person listed:

- a. title,
- b. resume,
- c. location(s) where work will be performed,
- d. itemize the total cost and the number of estimated hours for each individual named.

Offerors must provide reference names and phone numbers for similar projects the offeror's firm has completed.

Technology - Offeror should provide a list of the technology and services it uses to perform the collection activities as described in this RFP, including hardware and software support. State the technologies used that are most beneficial to the performance of activities outlined in this RFP.

Security - Offeror should 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. Describe the disaster recovery plans in place; briefly describe the plans and circumstances covered. Describe procedures for screening employment applicants, including investigation for criminal background or history. Describe your policies and practices to protect the confidentiality of sensitive consumer data including the protection of a debtor's and cosigner's personally identifiable information on correspondence and telephone calls.

Work Plan - Offeror should provide a work plan, including methods and timeframes it will use to accomplish the work outlined in this RFP. Offeror must provide information to address the following:

1. Describe how you currently track debtors that have filed bankruptcy. How do you advise your clients of bankruptcy filings? How often do you report these debtors to your clients?
2. Describe how you currently advise clients of deceased debtors or cosigners. What documentation is required before you flag a debtor or cosigner as deceased?
3. Describe how you currently service debt of incarcerated debtors; how do you advise clients of debtors or cosigners in this status?
4. Describe in detail how you currently reconcile payments and balances with your client base.
 - a. How often are balances reconciled?
 - b. What reports are exchanged?
 - c. What is your process if there are accounts that do not reconcile?
 - d. Do you have the ability to adjust accounts monthly, if needed, to ensure true-up to ACPE's records as the authoritative source?
 - e. What internal controls do you have to ensure appropriate accruals and reconciliation?
5. Describe how long you retain documentation, and which specific documentation is retained on your system when an account is returned to the client or the current collection contract is terminated.
6. Describe how your agency returns account records to the loan originator upon cessation of the contract. Explain in detail the records that would be returned and in what format they would be returned.
7. Describe processes used to comply with different state laws, and to monitor compliance with same.
8. Describe process to monitor and resolve complaints and to identify related training or documentation needs.
9. Describe the structure of call center staff who will work ACPE debt. Will there be dedicated collectors or shared collectors with other clients? What is the supervisor-to-collector ratio? How do you ensure training is up-to-date and appropriate to different clients' expectations?

Please include sample scripts, letters, and training documents.

Work Flow. Offeror shall outline the flow of events to implement the contract, including time required for each event, and key personnel associated with the event. Include analytics, scoring models and sort criteria you use to decide work efforts on accounts. Short descriptive titles should be used in lieu of descriptive paragraphs.

Cash Controls. Explain the controls your organization has in place for handling cash and processing payments within two business days.

Interest Accrual. Explain how your system accrues interest and when it is applied to the debtor's account.

Application of Borrower Payments. Explain how your system applies debtor payments.

Collections Strategy. Explain your strategy for the recovery of monies. For example, describe scoring models, dialer campaigns or calling strategies, i.e., place all borrowers in a five or ten year payout, etc.

11. Offerors must state how they will employ maximum recovery efforts.

12. Cosigners.

- a. Describe your current strategy for collecting from cosigners. Address telephone and written communication campaigns, and indicate the frequency of each.
- b. Describe your cosigner billing process.
 - For how many clients do you currently perform cosigner billing?
 - Does your collection servicing software have the ability to identify payments specifically from a cosigner and apply it to only the cosigned loan(s)?
 - Does your software have the functionality to identify calls and collection efforts specifically for the cosigner?
 - How do you ensure cosigner payments are appropriately applied only to the cosigned loans if a borrower has multiple loans?

13. Describe what strategy you would use to ensure contact with debtors residing in Alaska (Alaska Standard Time zone) during peak collection periods in the evening.

14. Skip Tracing Procedures.

- a. Explain how your organization skip traces an account and the tools your organization uses to assist in the process.
- b. List skip trace sources and/or vendors utilized in the process.
- c. Provide analytical approach to skip tracing.

Debtor Complaints. Describe your process for responding to debtor complaints. When do you respond in writing? What records do you keep of complaints?

Training. Offeror should describe the training it provides, and how often, to collectors, supervisors, and management, including federal and state laws, collections techniques, etc. Provide scripts or other tools given to collectors to work accounts.

Work Ratio. Provide the average workload of a collector; i.e., number of accounts, age of accounts, steps taken to work accounts.

Letters/Forms. Offeror shall provide copies of its due diligence letters, billing statements, and forms used in the collection of education loans.

Self Analysis. Offeror may describe what sets it apart from its competitors and what makes it a good business partner for ACPE, in addition to its recovery efforts. The self-analysis should be limited to one page.

6.07 Cost Proposal

Commission Rate (Collection Fee). Offeror must provide the commission rate it proposes to collect from the debtor as its payment under the contract, inclusive of overhead costs and profit. The commission rate will be earned upon receipt of borrower payments (exclusive of PFD garnishments, administrative wage garnishment payments or lien payments).

1. In the event an account balance is reduced, canceled, or recalled by ACPE, no commission will be due the Contractor for the amount of the reduction, cancellation, or recall.

6.08 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 SEVEN.

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 SEVEN EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

7.01 Understanding of the Project (15 Percent)

Proposals will be evaluated against the questions set out below:

- [a] How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- [b] How well has the offeror identified pertinent issues and potential problems related to the project?
- [c] To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- [d] Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

7.02 Methodology Used for the Project (10 Percent)

Proposals will be evaluated against the questions set out below:

- [a] How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- [b] How well does the methodology match and achieve the objectives set out in the RFP?
- [c] Does the methodology interface with the time schedule in the RFP?

7.03 Management Plan for the Project (10 Percent)

Proposals will be evaluated against the questions set out below:

- [a] How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- [b] How well is accountability completely and clearly defined?
- [c] Is the organization of the project team clear?
- [d] How well does the management plan illustrate the lines of authority and communication?
- [e] To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- [f] Does it appear that the offeror can meet the schedule set out in the RFP?
- [g] Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- [h] To what degree is the proposal practical and feasible?

- [i] To what extent has the offeror identified potential problems?

7.04 Experience and Qualifications (15 Percent)

Proposals will be evaluated against the questions set out below:

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?

Questions regarding the firm:

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

7.05 Contract Cost (40 Percent)

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 2.13.

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 2.16.

7.06 Alaska Offeror Preference (10 Percent)

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.

SECTION EIGHT ATTACHMENTS

8.01 Attachments

Attachments

1. Proposal Evaluation Form
2. Standard Agreement Form - Appendix A
3. Appendix B1
4. Notice of Intent to Award
5. Checklist

PROPOSAL EVALUATION FORM

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

Person or Firm Name _____

Name of Proposal Evaluation (PEC) Member _____

Date of Review _____

RFP Number _____

EVALUATION CRITERIA AND SCORING

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

7.01 Understanding of the Project—15 Percent

Maximum Point Value for this Section - 15 Points
100 Points x 15 Percent = 15 Points

Proposals will be evaluated against the questions set out below.

[a] How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?

EVALUATOR'S NOTES _____

[b] How well has the offeror identified pertinent issues and potential problems related to the project?

EVALUATOR'S NOTES _____

[c] To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?

EVALUATOR'S NOTES _____

[d] Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.01 _____

7.02 Methodology Used for the Project—10 Percent

Maximum Point Value for this Section - 10Points
100 Points x 10 Percent = 10 Points

Proposals will be evaluated against the questions set out below.

[a] How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?

EVALUATOR'S NOTES _____

[b] How well does the methodology match and achieve the objectives set out in the RFP?

EVALUATOR'S NOTES _____

[c] Does the methodology interface with the time schedule in the proposal?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.02 _____

7.03 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.

[a] How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?

EVALUATOR'S NOTES _____

[b] How well is accountability completely and clearly defined?

EVALUATOR'S NOTES _____

[c] Is the organization of the project team clear?

EVALUATOR'S NOTES _____

[d] How well does the management plan illustrate the lines of authority and communication?

EVALUATOR'S NOTES _____

[e] To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

EVALUATOR'S NOTES _____

[f] Does it appear that offeror can meet the schedule set out in the RFP?

EVALUATOR'S NOTES _____

[g] Has the contractor gone beyond the minimum tasks necessary to meet the objectives of the RFP?

EVALUATOR'S NOTES _____

[h] To what degree is the proposal practical and feasible?

EVALUATOR'S NOTES _____

[i] To what extent has the offeror identified potential problems?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.03 _____

7.04 Experience and Qualifications—15 Percent

Maximum Point Value for this Section - 15 Points
100 Points x 15 Percent = 15 Points

Proposals will be evaluated against the questions set out below.

Questions regarding the personnel.

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

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

Questions regarding the firm.

[d] Has the firm demonstrated experience in completing similar projects on time and within budget?

EVALUATOR'S NOTES _____

[e] How successful is the general history of the firm regarding timely and successful completion of projects?

EVALUATOR'S NOTES _____

[f] Has the firm provided letters of reference from previous clients?

EVALUATOR'S NOTES _____

[g] If a subcontractor will perform work on the project, how well do they measure up to the evaluation used for the offeror?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.04 _____

7.05 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 2.13.

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 2.16.

EVALUATOR'S POINT TOTAL FOR 7.05 _____

7.06 Alaska Offeror Preference — 10 Percent

Alaska bidders receive a 10 percent overall evaluation point preference.
Point value for Alaska bidders in 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.

EVALUATOR'S POINT TOTAL FOR 7.06 (either 0 or 10)

EVALUATOR'S COMBINED POINT TOTAL FOR ALL SECTIONS

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

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

1. Agency Contract Number	2. DGS Solicitation Number	3. Financial Coding	4. Agency Assigned Encumbrance Number
5. Vendor Number	6. Project/Case Number	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
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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	
Name of Firm	
Signature of Authorized Representative	Date
Typed or Printed Name of Authorized Representative	
Title	

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.

13. CONTRACTING AGENCY	
Department/Division	Date
Signature of Project Director	
Typed or Printed Name of Project Director	
Title	

Signature of Head of Contracting Agency or Designee	Date
Typed or Printed Name	
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.

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.

NOTICE OF INTENT TO AWARD A CONTRACT



Alaska Commission on
Postsecondary Education
3030 Vintage Blvd.
P.O. Box 110505
Juneau, Alaska 99811-0505
Phone (907) 465-6698

THIS IS NOT AN ORDER

DATE ISSUED: 12/5/2014

RFP NO.: 2015-0500-2833

RFP DEADLINE: 1/12/2014

RFP SUBJECT: Alternative (non-federal) Education Loan Collection Services

PROCUREMENT OFFICER: Cheryl Sams Email: cheryl.sams@alaska.gov

This is notice of the state's intent to award a contract. The offeror, identified here as the apparent successful offeror, is instructed not to proceed until a signed contract or other written notice of award is received from the State. A firm or person who proceeds prior to receiving a signed contract or other written notice of award does so without a contract and at their own risk. AS 36.30.365.

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.

Name and Address of Apparent Successful Offeror

Name and Addresses of All Other Respondents in ranking order

Offeror RFP Checklist

This checklist is provided as a courtesy to offerors. It is the offeror’s responsibility to thoroughly read the RFP and meet all response requirements. This is not an exhaustive list of requirements needed for response to the RFP.

RFP Section	Item	
		<input checked="" type="checkbox"/>
1.01	Offerors must submit an electronic copy of their proposal to the procurement officer.	<input type="checkbox"/>
1.15	If offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and portion of work the subcontractors will perform.	<input type="checkbox"/>
1.16	If submitting a proposal as a joint venture, the offeror must submit a copy of the joint venture agreement.	<input type="checkbox"/>
1.17	Offeror’s Certification	<input type="checkbox"/>
1.18	Conflict of Interest Statement	<input type="checkbox"/>
2.01	Proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP.	<input type="checkbox"/>
2.08	Prior Experience	<input type="checkbox"/>
2.10	A valid Tax ID must be submitted to the issuing office with the proposal or within five (5) days of the state’s request.	<input type="checkbox"/>
2.11	Alaska Business License and Other Required Licenses	<input type="checkbox"/>
2.12 – 2.14	Application of Preferences	<input type="checkbox"/>
6.02	Company Information	<input type="checkbox"/>
6.03	Understanding of the project	<input type="checkbox"/>
6.04	Project Methodology	<input type="checkbox"/>
6.05	Overview of Management Plan	<input type="checkbox"/>
6.06	Organizational chart for project personnel	<input type="checkbox"/>
6.06	Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed: <ul style="list-style-type: none"> a. title, b. resume, c. location(s) where work will be performed, d. itemize the total cost and the number of estimated hours for each individual named above. 	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
6.06	Professional references	<input type="checkbox"/>
6.07	Cost proposal submitted electronically. (PDF document saved separately from the rest of the proposal).	<input type="checkbox"/>