



MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

REQUEST FOR PROPOSAL # 2846-5

Perkins Student Loan Billing Services for MCCCD

Proposal Due Date
June 19, 2008 3:00 P.M. (MST)

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

RFP #2846-5

Perkins Student Loan Billing Services for MCCCCD

A. SCHEDULE OF EVENTS

<u>ACTIVITY</u>	<u>DATE</u>
Release RFP	May 22, 2008
Proposals Due	June 19, 2008
Proposed Contract Award	July, 2008

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ACKNOWLEDGMENT OF RECEIPT

Description: **Perkins Student Loan Billing Services for MCCCCD**

RFP #: 2846-5

Please fill in the requested information below as acknowledgment that you have received the Request for Proposal noted above. If your firm is interested in participating, it is **highly recommended** that this sheet be completed and returned or Faxed as soon as possible to MCCCCD Purchasing at (480) 731-8190. By doing this, we will be able to provide notification to you of any changes/amendments to the RFP.

Name of Firm: _____

Address: _____

Fax #: () _____ Tel. #: () _____

Name:(Print) _____ Title: _____

Signature: _____ Date: _____

E-Mail: _____

1. GENERAL

1.1 INTRODUCTION

The Maricopa County Community College District (MCCCD) intends to engage the services of a qualified company, to provide Perkins Student Loan billing services for six, separately accredited colleges within MCCCD. Services will include all the items listed on the attached Pricing Schedule and may also include other services as addressed in this RFP.

1.2 MCCCD DISTRICT MAKE-UP

The Maricopa Community Colleges comprise ten colleges, two skill centers and numerous education centers dedicated to educational excellence, meeting the needs of businesses and the citizens of Maricopa County. Each college is individually accredited, yet part of a larger system, the Maricopa County Community College District. The District is one of the largest higher education systems in the world and the largest provider of health care workers and job training in Arizona, a major resource for business and industry and for individuals seeking education and job training. More than a quarter million students attend the Maricopa Community Colleges each year taking credit and non-credit courses. The Maricopa Community Colleges employs nearly 4,500 full-time faculty and staff and more than 9,000 part-time faculty and staff.

1.3 HISTORY

MCCCD ranks as the nation's largest system of its kind and as the largest single provider of higher education in Arizona. MCCCD educates and trains more than 278,000 persons year round with approximately 71% enrolled in credit courses and 29% in non-credit special interest courses. Additionally, thousands of employees are enrolled in customized work force training programs for both local and relocating businesses and industries.

A five member governing board governs MCCCD, elected from geographical districts in Maricopa County. The chief executive officer of MCCCD is the chancellor; and a president heads each of the colleges. The Maricopa Community Colleges is a political subdivision of the state, and the elected governing board has the power to levy taxes. Funding comes from property taxes, state aid appropriations, student tuition, and federal, state and private grants.

The Maricopa Community Colleges are located in one of the fastest growing urban areas in the country with over three million residents in a county the size of the State of Maryland. The colleges in the District have developed partnerships with more than 1,000 corporations, government agencies and non-profit organizations. Former Maricopa Community College students make up nearly 67% of the baccalaureate degree recipients at Arizona State University.

1.4 BACKGROUND

The Student Financial Services Department of MCCCD is responsible for many services including collection of student receivables, Title IV program support to colleges and processing/maintaining Perkins Student Loans in accordance with Federal laws and guidelines.

2. PROPOSAL INSTRUCTIONS

2.1 PURPOSE OF RFP

The purpose of this Request for Proposal is to select a qualified firm/individual to provide services that include, but are not necessarily limited to, Perkins Student Loan billing services for six, separately accredited colleges within MCCCCD. Services will include all the items listed on the attached Pricing Schedule and may also include other services as addressed in this RFP.

2.2 PROPOSAL QUESTIONS

All questions regarding this Request for Proposal should be directed to:

Mr. Rich Sauriol, Purchasing Manager
Maricopa County Community College District
2411 West 14th Street, Tempe, Arizona, 85281-6941
(480) 731-8523 FAX (480) 731-8190
E-Mail: rich.sauriol@domail.maricopa.edu

Questions must be sent by mail or e-mail. Questions will only be accepted until 6/5/08. We will not respond directly to the company asking the question. Questions we feel need to be responded to will be answered in the form of an addendum and sent to all potential respondents on or about 6/9/08.

2.3 PROPOSAL SUBMISSION

It shall be the responsibility of the Proposer to assure that Proposals are received as follows:

The Proposal packet must contain one (1) original and five (5) copies of the proposal. The original must be clearly marked "Original" and the Proposal packet must be delivered Sealed.

The Proposals must be addressed to and received at the Main Reception Desk of MCCCCD, address 2411 West 14th Street, Tempe, AZ, 85281, **no later than 3:00 P.M. (MST), June 19, 2008.** Proposals received after this time and date shall not be considered and will be returned unopened.

The following information must be clearly visible on the outer most Proposal Packaging:

Request for Proposal # 2846-5, Perkins Loan Services

Proposal Closing Date: June 19, 2008 Time: 3:00 p.m.

NOTE: If you are hand carrying or having a proposal package hand delivered, you should allow sufficient time to arrive, park, and go through security prior to dropping off your proposal package. Late proposals will not be accepted or considered for award. It is your responsibility to insure on-time delivery of the proposal package.

2.4 PROPOSAL EVALUATION

This Request For Proposal does not constitute a commitment by the District to award a contract. The District reserves the right to waive any formalities and to reject any or all proposals and/or to cancel the Request For Proposal. The award shall be made on the proposal(s) that serves the best interest of the District and will not be evaluated solely on a monetary basis. No contract award shall exist until executed in writing.

2.5 PROPRIETARY INFORMATION

In the event any Proposer shall include in the Proposal any information deemed "proprietary" or "protected", such information shall be separately packaged from the balance of the proposal and clearly marked as to any proprietary claim. The District discourages the submission of such information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. The District, as a public entity, cannot and does not warrant that proprietary information will not be disclosed. The District shall have the right to use any or all information included in the proposals submitted unless the information is expressly restricted by the Proposer.

2.6 PROPOSAL FORM

All proposals must be submitted in writing. Oral, telephone, facsimile (fax machine) or computer data transfer proposals **will not** be accepted. Each proposal shall be prepared simply, providing the straightforward, concise description of the proposer's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of contents. No proposal shall exceed twenty-five (25)-typewritten pages in length plus any pricing schedule(s), exhibits, or attachments.

2.7 MODIFICATIONS TO PROPOSALS

No oral, telephone, telegraphic, facsimile or computer data transfer proposals or modifications will be considered.

2.8 WITHDRAWAL OF PROPOSALS

Any Proposer may withdraw their proposal by written request at any time **prior** to the deadline set for receipt of proposals. No proposal may be withdrawn or modified after that deadline and shall be binding upon Proposer for a period of ninety (90) days after due date. Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals provided that they are then fully in conformance with the general terms and conditions of the RFP.

2.9 NON-WAIVER. MCCCCD's failure to notify the contractor or to object to the contractor's non-compliance with the terms of the contract shall not be deemed a waiver of MCCCCD's right to demand compliance with the contract or to terminate the contract for breach for the contractor's subsequent non-compliance with any term of the contract, or its repeated failure to perform according to the contract.

2.10 CONTRACT EXTENSION. MCCCCD will provide the contractor with written notice of any intent for continuation of the contract (exercise of the option periods) ninety (90) days before the end of the initial or subsequent contract period. MCCCCD reserves the right to unilaterally extend the period of any contract for sixty (60) days beyond the stated expiration date.

2.11 COST OF PREPARING PROPOSALS

Any and all costs associated with the preparation of responses to this Request For Proposal, including site visits, oral presentations and any other costs shall be entirely the responsibility of the Proposer and shall not be reimbursable in any manner by the District.

2.12 ORAL PRESENTATIONS

Proposers may, after opening and prior to award, be required to make oral and visual presentations at the request of the District. The District will schedule the time and location for any presentations as requested. Oral presentations will be evaluated and may be subjected to a points-earned scoring matrix.

2.13 AWARD WITHOUT DISCUSSION

The District reserves the right to make an award without further discussion of the proposals received. It is therefore critical that all proposals be submitted initially in the most favorable terms possible, both economically and technically.

2.14 CONTRACT COMMENCEMENT/TERM

It is the intent of the District to commence the resulting contract as soon as possible after evaluation of the proposals. A written Notice of Award will be made prior to commencement of performance. Initial performance period will be from date of award to June 30, 2009. MCCCCD may at its discretion and with the concurrence of the successful proposer, exercise up to 4 one-year option periods for a total contract period not to exceed five years.

2.15 CONTRACT ASSIGNMENT

This contract, in part or in whole, shall not be subcontracted or assigned to another contractor without prior written permission of the appropriate District Legal authority.

2.16 MCCCCD MODIFICATIONS TO PROPOSALS

Any interpretation, correction, or change of this RFP will be made by written Addendum. Interpretations, corrections, or changes of this RFP made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections, and changes. Any changes or corrections will be issued by MCCCCD Purchasing. Addenda will be mailed or faxed to all that are known to have received a copy of the RFP. **Since failure to acknowledge any addendum(s) may be cause for rejection, Proposers must return the addendum-completed acknowledgment(s) prior to or with the proposal.**

3. GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions, which become part of any award made from this RFP, constitute the provisions of the agreement to be executed between the District and successful Proposer. The District reserves the right to negotiate with the successful Proposer and modify any of the provisions of the agreement upon mutual agreement of the parties.

3.1 Parties to Agreement The contract shall be between the Maricopa County Community College District, hereafter referred to as District, and the successful Proposer, hereafter referred to as Contractor.

3.2 Liability for Taxes The Contractor assumes complete liability for all taxes applicable to the operations, income, and transactions of the Contractor. The District shall not be liable and will not make reimbursement to the Contractor for any tax imposed either directly or indirectly upon the Contractor by any authority by reason of the contract or otherwise.

3.3 Catastrophe If, because of riots, war, public emergency or calamity, fire, earthquake, Act of God, government restriction, labor disturbance or strike, business operations at the District shall be interrupted or stopped, performance of this contract, with the exception of monies already due and owing, shall be suspended and excused to the extent commensurate with such interfering occurrence; and the expiration date of this contract may by mutual agreement of both parties be extended for a period of time equal to the time that such default in performance is excused.

3.4 Contract Assignment This contract shall not be subcontracted or assigned to another contractor.

3.5 FERPA If Contractor has access to students' educational records, Contractor shall limit its employees' access to the records to those persons for whom access is essential to the performance of this contract. At all times during this contract, Contractor shall comply with the terms of the Family Educational Rights and Privacy Act of 1974 in all respects.

3.6 Insurance Requirements When performing work on any award made from this RFP, the Contractor shall maintain during the term of that work the following insurance policies issued by companies licensed in Arizona with a current A.M. Best rating of A:VIII or better. Prior to commencing work or services, Contractor shall furnish the District Risk Manager with certificates of insurance evidencing the required coverage, conditions, and limits required by the Contract. The insurance policies, except Workers' Compensation and Professional Liability, shall be endorsed to name Maricopa Community Colleges, its agents, officers, officials, employees, and volunteers as additional insured.

In the event any insurance policy(ies) required by the Contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and must be evidenced by annual certificates of insurance. The insurance policies shall be endorsed stating that they shall not expire, be cancelled, suspended, voided, or materially changed without 30 days written notice by certified mail to the District Risk Manager. The Contractor's insurance must be primary, and any insurance or self-insurance maintained by the District shall not contribute to it. If any part of the Contract is subcontracted, these insurance requirements also apply to all subcontractors.

- **Commercial General Liability** insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations, and blanket contractual coverage, including but not limited to, the liability assumed under the indemnification provisions of this contract.
- **Automobile Liability** insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 each occurrence with respect to the contractor's owned, hired, and non-owned vehicles.
- **Worker's Compensation** insurance with limits statutorily required by any Federal or State law and **Employer's Liability** insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.
- **Professional Liability** insurance covering acts, errors, mistakes, and omissions arising out of the work or services performed by the Contractor, or any person employed by the contractor, with a limit of not less than \$1,000,000 each claim.

3.7 Indemnification To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the District, its agents, officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, omissions, work or service of the Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of the Contract. The amount and type of insurance coverage requirements set forth above will in no way be construed as limiting the scope of indemnification in this paragraph.

3.8 Permits The Contractor shall be financially responsible for obtaining all required permits, licenses, and bonding to comply with pertinent municipal, county, State and Federal laws, and assume liability for all applicable taxes including but not restricted to sales, and personal property.

3.9 Provision of Supplies, Materials and Labor The Contractor shall furnish all supplies, equipment, and all management and labor necessary for the efficient and sound provision of the services included in this contract, subsequent extensions and amendments.

3.10 Conflict of Interest Pursuant to A.R.S. 38-511, the Contract and/or any Purchase Order(s) issued against it is subject to cancellation by MCCCCD if any personnel significantly involved in this contract are found to be in conflict of interest.

3.11 Safekeeping of Records Contractor shall keep in a safe place all financial records and statements pertaining to the operations of this contract for a period of three (3) years from the close of each years operation.

3.12 Audits Contractor shall make available all records pertaining to the contract for purposes of audit by MCCCCD staff or other review agencies.

3.13 Charges Outside Scope of Agreement Charges of the contractor for services not permitted by or beyond the scope of this contract shall be an expense of the contractor and not of or reimbursable by MCCCCD.

3.14 Non Discrimination. In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex (including sexual harassment and pregnancy), sexual orientation, handicap/disability, age and disabled or Vietnam era veteran status. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor further agrees to take affirmative action to insure equal employment opportunities for persons with disabilities. The Contractor shall at all times maintain compliance with the Americans with Disabilities Act.

3.15 Compliance with Laws The Contractor shall at all times comply with the Federal Immigration Reform and Control Act of 1986 (and by any subsequent amendments thereto) and shall indemnify, hold harmless, and defend the District from any and all costs or expenses whatsoever arising out of Contractor's compliance or noncompliance therewith.

3.16 Non-Collusion MCCCCD encourages free and open competition. Whenever possible, specifications, proposal invitations and conditions are designed to accomplish this objective, consistent with the necessity to satisfy MCCCCD's needs and the accomplishment of a sound economical operation.

The Proposer's signature on this proposal guarantees that any prices offered have been established without collusion with other eligible Proposers and without effort to preclude MCCCCD from obtaining the lowest possible competitive price. The award will be made to the responsible Proposer whose proposal is determined to be most advantageous to MCCCCD based on the evaluation factors in this RFP.

3.17 Contract Termination MCCCCD may terminate this Contract for convenience by giving Contractor 15 days written notice of termination. A non-breaching party may terminate this Contract for the failure of the other party to comply with this Contract by giving that other party 10 days' written notice of the failure to comply. MCCCCD may terminate this Contract immediately if the Contractor files for bankruptcy or receivership, or takes any actions relating to insolvency, such as an assignment for the benefit of creditors. MCCCCD may terminate this Contract under A.R.S. Section 38-511 for a violation of that statute.

3.18 Interpretation The parties intend this Contract to express their complete and final agreement.

3.19 Replacement If, upon receipt of written notice from MCCCC specified in the Contract Termination clause in the General Terms and Conditions, the Contractor selected is not performing all requirements of the contract in a manner consistent with the highest industry standards, the Contractor must take immediate action to correct the deficiency. Contractor's failure to take immediate action within the time set forth in the Contract Termination clause, will result in termination of the contract and the purchase by MCCCC of replacement services. In the event MCCCC must go outside of the contract to complete required services as specified in the Replacement paragraph above, MCCCC is entitled to exercise all of its remedies under applicable law and in equity. That includes recovery of its expenses and the costs associated with the Contractor's failure to comply with the Contract, including the costs of alternative services to complete the contract work to MCCCC's satisfaction.

3.20 Risk The Contractor assumes all risk as to difficulties that are due to any unfavorable conditions within its indirect control. Additionally, the Contractor assumes all risk for difficulties in the nature of the project or the work that the Contractor knew or should have known about at the submission of each individual project proposal resulting from this solicitation.

3.21 Confidential Information/Privacy Laws MCCCC is subject to various federal and state laws mandating that it keep certain information confidential. The Contractor may receive or have access to confidential information during the performance of this contract. The contractor agrees that it will not disclose, publish, reproduce, or otherwise make available information that MCCCC identifies to it as confidential without the written authorization of MCCCC. This requirement survives the termination or cancellation of the contract.

3.22 Work to be Performed by Others MCCCC reserves the right to perform any and all services in-house or may utilize the services of other firms on unrelated projects.

3.23 Extended Contract The Maricopa County Community College District (MCCCC) has entered into Cooperative Purchasing Agreements with Arizona State University, Maricopa County, and other public entities. MCCCC is also an active member of the Strategic Alliance for Volume Expenditures (SAVE) Cooperative agreement. Under these Cooperative Purchasing Agreements, and with the concurrence of the successful Proposer, these organizations, or any other campus within MCCCC, may access any subsequent agreement/contract resulting from a solicitation done by MCCCC. If the Proposer does not want to grant such access, it must be stated in the Proposal. In the absence of a statement to the contrary, MCCCC will assume that access is granted by the Proposer to any subsequent agreement/contract.

4. PROPOSAL REQUIREMENTS

Paragraph 4.1 below **requires specific, written responses or confirmations.** To be considered for selection, respondents shall meet/provide the following requirements:

4.1 MINIMUM REQUIREMENTS

The Proposer:

- 4.1.1 Must be licensed to do business in the State of Residence of the business (if required by that state).
- 4.1.2 Must provide a completed pricing schedule (Section 8) signed by an authorized company signatory.
- 4.1.3 Must have carefully read and understand all parts of the RFP and certify that the Proposal is made in accordance therewith.
- 4.1.4 Must submit written answers to the respondent questionnaire (Section 7).
All answers must be in the order in which the questions were asked.

4.2 SPECIFIC REQUIREMENTS

- 4.2.1
- 4.2.2

4.3 DEVIATIONS FROM RFP

Proposers must specifically provide a separate listing of each circumstance in which their proposal differs from any terms or conditions of the request for proposal. Failure to list such a deviation will result in that terms of the proposal being disregarded in favor of the correlative term(s) of the RFP.

4.4 SIGNATURE

The Contractor shall furnish and include all requested information with their proposal. Statements are required to be complete and accurate, and the proposal shall be signed by an authorized signatory of the company (sworn to and notarized, if requested). A proposal submitted by an agent will have a current Power of Attorney attached certifying the agent's authority to bind the Proposer. Omission, inaccuracy, or misstatement may be sufficient cause for rejection of the proposal.

4.5 AWARD CONSIDERATION

From the total information requested, determination shall be made of the Proposer's ability to serve the District. Only proposals from responsible organizations or individuals, as determined by MCCCCD, which have the capability of providing the required services under this RFP, shall be considered. Representatives from the District reserve the right to conduct interviews with the individual proposers for clarification of the proposals presented. The District reserves the right to negotiate any and all provisions presented in the proposals.

4.6 ESCALATION

The District may review a fully documented request for a price increase only after the contract has been in effect for one (1) full year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The requested increase shall be based upon a cost increase to the contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product or service concerned. The District shall determine whether the requested price increase or an alternate option is in its best interest.

5. SCOPE OF WORK

5.1. GENERAL

- 5.1.1. The Offeror shall provide a description of services and sample of all bills, notices and reports offered in this proposal.
- 5.1.2. The Offeror shall provide evidence of affiliation with professional organizations. Offeror shall also have on staff a government relations specialist to assist clients with regulatory questions.
- 5.1.3. All phases of the service shall be in full compliance with regulations and guidelines established by the U.S. Department of Education. Offeror shall comply with the Fair Debt Collection Practice Act (P.L. 95-109) and applicable federal and state regulations.
- 5.1.4. Offeror shall perform account maintenance, billing, cash collection, and reporting on a regular basis.
- 5.1.5. Offeror shall provide to the U.S. Department of Education the information required for the National Student Loan Data System.
- 5.1.6. Offeror shall have the capability of accepting and interpreting electronic files provided by the MCCCCD. The MCCCCD and the Offeror shall mutually agree on the format and the specific information to be included in each file.
- 5.1.7. Offeror shall provide to the MCCCCD an independent audit report annually. Annual audits shall be conducted in accordance with generally accepted auditing standards and applicable federal results and regulations.
- 5.1.8. Offeror shall provide data loss prevention procedures and disaster recovery plans.

5.2. BILLING SERVICES

- 5.2.1. Offeror shall provide automatic movement of an account from enrolled to a grace period status.
- 5.2.2. Offeror shall provide exit interview materials/repayment schedules with the option to print disclosures on-line on-site.
- 5.2.3. Offeror shall provide optional billing cycles including annual, semiannual, quarterly, bi-monthly, and monthly billings.

- 5.2.4. Offeror shall have the ability to generate consolidated statements for borrowers with multiple types of loans, with a complete summary of each loan and cumulative total. The ability to provide special messages on the statements shall be required. Indicate the numbers of text lines available and the number of characters for each.
- 5.2.5. Offeror shall have the ability to provide borrowers with coupon payment books, electronic debiting of bank account, and regular billing statements.
- 5.2.6. Offeror shall be able to process payments of borrowers who opt to pay in advance. Borrower may elect to pay next installment in advance, with current installment, or make an additional payment to be applied to loan principal. An advance payment of the next installment shall be applied to the loan and the payment due date can be set in the future, which allows for borrower to pay less interest.
- 5.2.7. Offeror shall provide contacts with the borrowers during the grace period based on applicable regulations.
- 5.2.8. Offeror shall provide toll free telephone number to both the school and the borrowers. Toll free numbers shall be displayed on billing statements, due diligence notices and all other borrower correspondence.
- 5.2.9. The Offeror's system shall have the ability to accept at least three (3) addresses and telephone numbers for the borrower. The Offeror shall have the ability to store reference addresses and to provide the option of exclusive billing addresses. Reference addresses shall be readily accessible in an "address screen" and not as a comment added to a "notes or history" screen.
- 5.2.10. Offeror shall use the U.S. Postal Services "Address Correction Requested." A regular (monthly) electronic interface shall be developed with the postal service to receive electronic updates of address information. The Offeror's system shall automatically include the "plus four" digits for all domestic zip code addresses.
- 5.2.11. Offeror shall process all deferment and cancellation forms in a timely manner.
- 5.2.12. Offeror shall forward all deferment and cancellation forms as well as all correspondence with MCCCCD borrowers after processing to the MCCCCD on a regular basis.
- 5.2.13. Offeror shall send out all past due notices in compliance with Federal Regulations.
- 5.2.14. Offeror shall be able to accommodate special payment arrangements with borrowers, including arrangements made in accordance with rehabilitation provisions.
- 5.2.15. Offeror shall inform borrowers of the availability of the Department of Education's Student Loan Ombudsman's office.
- 5.2.16. Offeror shall state performance standards for borrower services including telephone answer rates, correspondence, and forms processing.

5.2.17. Offeror shall detail ability to produce IRS form 1098E for borrowers that meets the requirements of the Taxpayer Relief Act of 1997. Offeror shall insure proper reporting to the IRS occurs.

5.3. CASH COLLECTION SERVICES

- 5.3.1. Funds received from borrowers shall be transferred daily to a bank account selected by the MCCCCD, using the Automated Clearinghouse (ACH). All interest accrued shall be the property of the MCCCCD.
- 5.3.2. The MCCCCD shall have the ability to use a local bank account to receive daily deposit of funds.
- 5.3.3. Offeror shall add returned check fees to the costs billed to the borrowers with corresponding charges added to the MCCCCD's bill for services rendered by the Offeror. Offeror's system shall allow the MCCCCD to increase the fee charged to borrowers to cover administrative expenses for obtaining payment from the borrower.
- 5.3.4. Offeror shall have the ability to automatically prorate borrower payments across multiple programs and loan types.
- 5.3.5. Offeror shall have the ability to apply payments to collection costs, penalty, and late fees before applying to interest and principal.
- 5.3.6. Offeror shall detail payment processing including payment application and lockbox processing. Offeror shall have the ability for borrowers to make on-line payments.

5.4. ON-LINE SERVICES

Offeror shall provide an on-line, real-time system allowing the MCCCCD access to perform most transactions. The following inquiry and updating capabilities are required:

- 5.4.1. Access by social security/employee id number and by partial name. Offeror shall detail ability to search utilizing a borrower's previous name.
- 5.4.2. A complete history of the activity of each account in chronological order.
- 5.4.3. A hierarchy of security.
- 5.4.4. System availability between the hours of 6:00 a.m. and 6:00 p.m. Mountain Standard Time.

- 5.4.5. Ability to transmit the following types of updates on-line:
- a. New loans/loan advances
 - b. Separation Date Changes
 - c. Name/address/social security number changes
 - d. Repayment schedule requests
 - e. General file maintenance
 - f. Payment posting
 - g. Renegotiated payment arrangements/forbearance
 - h. NSLDS updates
- 5.4.6. The Offeror's system shall automatically reprocess prior activity on the account when posting backdated data without any necessity for manual review or calculations to determine which data elements shall need to be changed by backdated processing. The Offeror's system shall also review all transactions on the loan to ensure that the backdated change does not adversely affect the loan audit trail and compliance. Offeror shall be able to demonstrate on-line the ability to perform these services.
- 5.4.7. The system shall maintain the image of the loan at the time of conversion to allow transactions to be processed on activity prior to conversion.
- 5.4.8. All reports shall be available for viewing on-line immediately following the week-end and/or month-end. All reports shall be available on-line for two years.
- 5.4.9. Offeror shall allow on-line access for Collection Agencies contracting with the MCCCCD to ensure access to the most current loan data.

5.5. SPECIAL REQUIREMENTS

- 5.5.1. The Offeror's system shall have the capability to interface with collection agencies, i.e. advise agencies of new placements on a weekly basis and of payments received by the Offeror on collection accounts. This interface shall include reporting of agency success rates.
- 5.5.2. Offeror shall provide the MCCCCD with the option to assess collection costs, late charges or penalty charges automatically or manually.
- 5.5.3. The Offeror's system shall have the ability to identify loans placed with collection agencies or internal collectors.
- 5.5.4. Offeror shall provide to the MCCCCD all available records and files pertaining to student loan accounts when required by federal, state, and MCCCCD auditors. These records shall be retained for five (5) years.

- 5.5.5. The MCCCCD reserves the right to audit or cause to be audited the selected firm's books and accounts with the MCCCCD at any time during the term of this agreement and for five (5) years thereafter.
- 5.5.6. The Offeror's system shall have the capability to administer privately funded loans (the MCCCCD loans) according to criteria established by MCCCCD. Specifically, the system shall allow MCCCCD to set up its own parameters for the timing of due diligence contacts, and to customize the text of each due diligence notice.
- 5.5.7. The Offeror's system shall have edits to ensure that MCCCCD's federal loans are processed in compliance with federal regulations, and to protect the integrity of MCCCCD's data.
- 5.5.8. Offeror's system shall accrue interest on a daily basis to maximize the return of funds to the loan program(s).
- 5.5.9. Offeror's system shall have the ability to capitalize amounts (usually interest and costs) resulting from judgments.
- 5.5.10. Offeror shall report accounts to a national credit bureau organization, as required by federal regulations. Offeror shall respond to credit disputes filed by the borrower.

5.6. REPORTS

- 5.6.1. The Offeror's system shall have the capability to offer the following options:
 - a. Consolidate the printing of loans from several loan programs in a single report, while maintaining the identity of each loan.
 - b. Selection of medium for each report, including the capability to view any report on a screen, using the Offeror's on-line service.
 - c. Electronic transmission of reports or report data via downloads, CD-Rom or magnetic tape.
 - d. Selection of the sort sequence for each report, usually numeric or alphabetical. MCCCCD may wish to have other sort options on some reports, such as dates or level of delinquency.
 - e. Selection of multiple sorts for the same report.
 - f. Selection of the production frequency for each report, i.e. daily, weekly, monthly, quarterly, semi-annually, or annually.
 - g. Generating reports by group of loans assigned to each MCCCCD collector, using an alphabetical range based on borrower's last name, or a numerical range based on borrower's account number.
- 5.6.2. The Offeror's system shall provide an inventory list of reports included in each mailing, i.e. a shipping list.

5.6.3. MCCCCD shall receive (but not be limited to) the following types of reports:

a. Required reports and desired frequency as follows:

Accounting Reconciliation Reports

- List of transactions and adjustments processed - Monthly
- Cash listing showing detail of deposits - Monthly
- Reconciliation of cash and related general ledger entries - Monthly . List of general ledger entries in Debit/Credit format - Monthly
- List of new loans and disbursements posted - Monthly
- List of new loans and disbursements not posted - Weekly

Program Maintenance Reports

- List of all borrowers included in the current year cohort and a list of borrowers who may be included in the next cohort year - Monthly
- Inventory of borrowers scheduled to graduate - Quarterly
- Inventory of borrowers who are in school or in their grace period - Quarterly .
- Inventory of borrowers who are in repayment, with the option to include those with paid-in-full loans - Monthly
- Cross-reference list with names and account numbers - Quarterly
- List of addresses from borrowers whose mail was returned - Monthly
- List of changed names, addresses, and telephone numbers - Monthly
- List of loans paid in full, including a comment to indicate how the loan was paid (e.g. payment, cancellation, etc.), and information sufficient to audit the accounts - Monthly
- List of accounts for which billing has been suspended, with an indication of the reason - Quarterly
- List of loans that meet the criteria for IRS skip tracing - Monthly

Delinquency Reports

- List of delinquent loans, categorized by number of days past due. MCCCCD shall select the range of days past due for each category - Monthly
- Report of borrowers with whom the MCCCCD has made special payment arrangements or who have received hardship deferments - Monthly
- Inventory of loans assigned to the U.S. Department of Education, including monetary information necessary to reconcile to the general ledger and the federal report - Monthly

Collection Reports

- Inventory of accounts assigned to each collection agency under contract with MCCCCD and to each MCCCCD collector - Quarterly
- List of accounts assigned to each collection agency or MCCCCD collector during the reporting period - Monthly
- Report of payments sent to the Offeror by borrowers who are assigned to a collection agency or MCCCCD collector - Monthly
- Report providing success rates of each collection agency used by the MCCCCD - Monthly

Program Management Reports

- Fiscal Operations Report in the format needed for the Federal Perkins Loan Program, including a listing of accounts included in Part III, Section C Semi-annually.
- Program summary report to provide the MCCCCD with sufficient statistical data to monitor the status of each loan program, e.g. number of loans/borrowers, total dollars loaned and due, etc. - Monthly

b. Optional Reports

Accounting/Reconciliation Reports

- List of loans with disbursements in the current award year - Quarterly
- Program Maintenance Reports
- Cumulative list of borrowers for whom the Offeror does not have any good address – Quarterly
- Cumulative list of loans with a credit balance - Quarterly · List of the interest paid by borrowers during the calendar year Annually
- List of loans with small balances. MCCCCD shall have the option to set the amount - Monthly

Delinquency Reports

- List of borrowers who become delinquent during the month, based on criteria selected by the MCCCCD, i.e. number of days past due - Weekly

Program Management Reports

- Summary report of activity on delinquent accounts and on accounts assigned to collection agencies. The report shall provide MCCCCD with a method to measure the productivity of the collectors and collection agencies. The Offeror shall propose a report format to meet this need.

5.6.4. Offeror shall list other reports that are available to the MCCCCD and include samples.

5.7. CONVERSION

- 5.7.1. Offeror shall provide a detailed conversion plan and explain MCCCCD's role in this process.
- 5.7.2. Offeror shall convert the history of the account into an on-line history file.
- 5.7.3. The conversion shall be completed within 90 days of the notice of award.
- 5.7.4. The conversion shall include an audit of the accounts and a letter shall be sent to the borrowers to confirm the status of their account.
- 5.7.5. Offeror shall prepare a reconciliation report at the completion of the conversion.
- 5.7.6. Offeror shall confirm with the borrower the status of the account using the newly created records and notify them of the change in billing service upon completion of the conversion.

5.8. TRAINING

- 5.8.1. Offeror shall provide initial training of MCCCCD employees following the conversion period. Offeror shall provide follow-up training of MCCCCD employees. Service call support shall be provided for the department. The Offeror shall provide training at their location for MCCCCD employees.
- 5.8.2. Offeror shall perform annual on-site training visits as mutually agreed upon between the Offeror and the MCCCCD.

5.9. ANCILLARY SERVICES

- 5.9.1. Offeror shall make information available on the World Wide Web for both MCCCCD and borrower inquiries. Offeror shall detail options and features available on Offeror's home page. Include any options for downloading deferment/cancellation forms, etc.
- 5.9.2. Offeror shall detail any cohort assistance programs offered. Include frequency, types of contacts, and include the cost of service in the cost proposal.
- 5.9.3. Offeror shall have available consultative services to insure the MCCCCD is taking full advantage of all services, features, and products.
- 5.9.4. MCCCCD is constantly looking at ways to improve services to students. Offeror shall detail other services offered including loan consolidations, institutional loan servicing, Perkins e-notes, on-line disclosure statements, e-signatures, etc.

6. EVALUATION CRITERIA

The following is a listing of general and specific criteria used for the evaluation of this RFP. The areas include, but are not limited to :

- 6.1. General quality of responsiveness of proposer:
 - A. Ability to meet all terms and conditions
 - B. Completeness and thoroughness of proposal
 - C. Grasp of scope of work to be performed
 - D. Description of approach to be taken
 - E. Evidence of effective organizational and management practices
 - F. Qualifications of personnel
 - G. Experience and past performance
- 6.2 Specific areas that will be evaluated:
 - A. The professional, technical and managerial qualifications and experience of the firm and the personnel to be assigned to this account.
 - B. Past experience in providing comparable services to other clients.
 - C. Responses to Minimum and Specific Requirements.
 - D. Respondent Questionnaire responses.
 - E. Pricing.

Proposals will be evaluated in accordance with the following three-step process:

STEP ONE - Verification of each proposer's compliance with the RFP general terms and conditions as listed in Section 1, 2 and 3 of this RFP.

STEP TWO - Verification of each proposer's compliance that all required written responses/confirmations are thoroughly submitted.

STEP THREE – All proposals meeting the criteria as presented in Steps One and Two will then be subjected to a "points-earned compliance matrix". An evaluation committee will evaluate and score the proposals. The proposals will be ranked on a "points-earned" technical, service and financial compliance matrix. Due to this type of evaluation procedure, the lowest dollar priced service **may** or **may not** indicate the successful proposer. Price constitutes only one of several evaluation criteria. Should MCCCCD not be able to determine a successful proposer at this point, some proposers may be requested to make oral presentations to the evaluation committee. These presentations will be scored and added to the initial scoring of the proposal to determine the successful proposer.

7. RESPONDENT QUESTIONNAIRE

- 7.1. Describe your company/history in successfully providing the services requested (in this document) to previous higher educational clients.
- 7.2. Give the name and qualifications of the person(s) who will be assigned to MCCCCD on behalf of any resultant contract. Submit resumes for key personnel who may be involved with the contract.
- 7.3. Give the names, addresses, and telephone numbers of three (3) higher education institutions for whom you have provided similar services.
- 7.4. Provide an explanation of your capability to provide Perkins Student Loan billing services.
- 7.5. Provide examples of your ability to provide all the services listed in the Scope of Work, and your ability to provide these services successfully to a complex organization such as MCCCCD.
- 7.6. Any other information, examples, etc. that further demonstrates your ability to provide the services requested.

NOTE: When responding to this section, clearly identify in your proposal response each paragraph number shown above and your response to that paragraph.

8. PRICING SCHEDULE

The undersigned has read and understands all conditions and terms of RFP 2846-5, is authorized to submit this proposal on behalf of the company, and hereby offers to perform the services for the firm fixed pricing indicated below:

	<u>Monthly Service Fee</u>	<u>Volume</u>	
8.1	Enrolled	50	\$ _____/mo
8.2	Monthly Grace/Repayment	404	\$ _____/mo
8.3	Monthly/E Bill	370	\$ _____/mo
8.4	Paid in Full	5622	\$ _____/mo
8.5	Assigned to US D.O.E.	3141	\$ _____/mo
8.6	Exit Interview Packages (complete)	Varies	\$ _____/mo
8.7	1 st Overdue Notice (15 days)	Varies	\$ _____/mo
8.8	2 nd Overdue Notice (30 days)	Varies	\$ _____/mo
8.9	Final Demand Notice (60 days)	Varies	\$ _____/mo
8.10	TRA Reporting – Borrower and IRS	150	\$ _____/mo
8.11	90 – Day Due Diligence Telephone Call	Varies	\$ _____/mo
8.12	NSLDS Reporting	475	\$ _____/mo
8.13	On Line Access – Data and Reports	Varies	\$ _____/mo

8.14 Additional services/fees not specifically requested in the RFP (list below)

Other Due Diligence Telephone Contact	\$ _____/_____
History/Profile of Accounts	\$ _____/_____
Skip Tracing Services	\$ _____/_____
Reports	\$ _____/_____
Conversion	\$ _____/_____

8.15 Offeror shall list below any other charges/discounts that may occur which have not been listed above. Clearly define and estimate the volume of charges/discounts and basis of measurement (per call, per day, per month, etc.). Any charges for services not addressed in your proposal shall not be allowed in the course of this contract unless the scope of services is modified by MCCCCD.

_____	\$ _____/_____
_____	\$ _____/_____
_____	\$ _____/_____
_____	\$ _____/_____

You may submit a more detailed/expanded pricing schedule in lieu of the above as an attachment to this page as long as all items above are addressed, but the next page must be completed below, signed and included with your proposal.

Costs/Fees listed above shall include **all** overhead and profit. No billing will be accepted that shows any other costs than those listed above. This includes, but is not limited to, travel expenses, any out-of-pocket costs, meetings, secretarial, printing, delivery, rent, phone calls, postage, overnight mail service, accounting, fuel charges, office supplies, etc.

SIGNATURE _____

(PRINTED NAME) _____

TITLE _____

COMPANY _____

ADDRESS _____

CITY, STATE, ZIP _____

TELEPHONE _____

FAX NUMBER _____

E-MAIL _____

Is your firm a:

() Corporation* () Partnership () Individual () Joint Venture

* If a corporation, answer the following:

(a) Where incorporated: _____

(b) Date incorporated: _____

(c) Have your Articles ever been suspended or revoked? () Yes () No

If yes, when, for what reason, and when were they reinstated:

Has your firm or its parent or subsidiaries ever been debarred or suspended from providing any goods or services to the Federal Government or other public entities?

If yes, when, for what reason, and when were they reinstated: