



STATE OF ALASKA
Alaska Commission on Postsecondary Education
3030 Vintage Blvd
Juneau AK 99801

Request For Proposals
RFP Number 2013-0500-1905
Date of Issue: 06/03/2013

Title and Purpose of RFP:

Billing Statement Printing, Mailing and Electronic Delivery.

The Alaska Commission on Postsecondary Educating (ACPE) is soliciting proposals for printing, mailing, and electronic delivery of student loan billing.

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.

Name
Linda Polk
Alaska Commission on Postsecondary Education

TABLE OF CONTENTS

1. SECTION ONE INTRODUCTION AND INSTRUCTIONS	4
1.01 RETURN MAILING ADDRESS, CONTACT PERSON, TELEPHONE, FAX NUMBERS AND DEADLINE FOR RECEIPT OF PROPOSALS	4
1.02 CONTRACT TERM AND WORK SCHEDULE	4
1.03 PURPOSE OF THE RFP	4
1.04 LOCATION OF WORK.....	5
1.05 HUMAN TRAFFICKING.....	5
1.06 ASSISTANCE TO OFFERORS WITH A DISABILITY	5
1.07 REQUIRED REVIEW	5
1.08 QUESTIONS RECEIVED PRIOR TO OPENING OF PROPOSALS	5
1.09 AMENDMENTS	6
1.10 ALTERNATE PROPOSALS	6
1.11 RIGHT OF REJECTION	6
1.12 STATE NOT RESPONSIBLE FOR PREPARATION COSTS.....	6
1.13 DISCLOSURE OF PROPOSAL CONTENTS	6
1.14 SUBCONTRACTORS	7
1.15 JOINT VENTURES	7
1.16 OFFEROR'S CERTIFICATION.....	7
1.17 CONFLICT OF INTEREST	8
1.18 RIGHT TO INSPECT PLACE OF BUSINESS.....	8
1.19 SOLICITATION ADVERTISING	8
1.20 NEWS RELEASES	8
1.21 ASSIGNMENT	8
1.22 DISPUTES	8
1.23 SEVERABILITY	8
1.24 FEDERAL REQUIREMENTS.....	9
2. SECTION TWO STANDARD PROPOSAL INFORMATION.....	9
2.01 AUTHORIZED SIGNATURE	9
2.02 PRE-PROPOSAL CONFERENCE	9
2.03 SITE INSPECTION.....	9
2.04 AMENDMENTS TO PROPOSALS	9
2.05 SUPPLEMENTAL TERMS AND CONDITIONS	9
2.06 CLARIFICATION OF OFFERS.....	10
2.07 DISCUSSIONS WITH OFFERORS.....	10
2.08 PRIOR EXPERIENCE.....	10
2.09 EVALUATION OF PROPOSALS	10
2.10 VENDOR TAX ID.....	10
2.11 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES	11
2.12 APPLICATION OF PREFERENCES	11
2.13 5 PERCENT ALASKA BIDDER PREFERENCE	12
2.14 5 PERCENT ALASKA VETERAN PREFERENCE	12
2.15 FORMULA USED TO CONVERT COST TO POINTS.....	13
2.16 ALASKA OFFEROR PREFERENCE	13
2.17 CONTRACT NEGOTIATION.....	14
2.18 FAILURE TO NEGOTIATE	14
2.19 NOTICE OF INTENT TO AWARD (NIA) — OFFEROR NOTIFICATION OF SELECTION	15
2.20 PROTEST	15
3. SECTION THREE STANDARD CONTRACT INFORMATION	16
3.01 CONTRACT TYPE	16
3.02 CONTRACT APPROVAL.....	16
3.03 STANDARD CONTRACT PROVISIONS	16
3.04 PROPOSAL AS A PART OF THE CONTRACT	16
3.05 ADDITIONAL TERMS AND CONDITIONS.....	16
3.06 INSURANCE REQUIREMENTS	16
3.07 CONTRACT FUNDING	17

3.08	CONTRACT PAYMENT	17
3.09	INFORMAL DEBRIEFING	17
3.10	CONTRACT PERSONNEL	17
3.11	INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES	17
3.12	TERMINATION FOR DEFAULT	17
3.13	CONTRACT CHANGES - UNANTICIPATED AMENDMENTS.....	18
3.14	CONTRACT INVALIDATION.....	18
3.15	NONDISCLOSURE AND CONFIDENTIALITY	18
4.	SECTION FOUR BACKGROUND INFORMATION.....	19
4.01	BACKGROUND INFORMATION	19
5.	SECTION FIVE SCOPE OF WORK	19
5.01	SCOPE OF WORK	19
5.02	DELIVERABLES	21
6.	SECTION SIX PROPOSAL FORMAT AND CONTENT	21
6.01	PROPOSAL FORMAT AND CONTENT	21
6.02	INTRODUCTION	21
6.03	UNDERSTANDING OF THE PROJECT	22
6.04	METHODOLOGY USED FOR THE PROJECT.....	22
6.05	MANAGEMENT PLAN FOR THE PROJECT.....	22
6.06	EXPERIENCE AND QUALIFICATIONS	22
6.07	COST PROPOSAL	22
6.08	EVALUATION CRITERIA	22
7.	SECTION SEVEN EVALUATION CRITERIA AND CONTRACTOR SELECTION	23
7.01	UNDERSTANDING OF THE PROJECT (10 POINTS)	23
7.02	METHODOLOGY USED FOR THE PROJECT (5 POINTS).....	23
7.03	MANAGEMENT PLAN FOR THE PROJECT (5 POINTS).....	23
7.04	EXPERIENCE AND QUALIFICATIONS (10 POINTS)	24
7.05	CONTRACT COST (60 POINTS).....	24
7.06	ALASKA OFFEROR PREFERENCE (10 POINTS)	25
8.	SECTION EIGHT ATTACHMENTS	25
8.01	ATTACHMENTS	25
9.	GENERAL PROVISIONS.....	34

SECTION ONE

INTRODUCTION AND INSTRUCTIONS

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

Offerors must submit three copies of their proposal, in writing, to the procurement officer in a sealed envelope. It must be addressed as follows:

Alaska Commission on Postsecondary Education
Attention Linda Polk
Request for Proposal (RFP) Number: **2013-0500-1905**
PO Box 110505
Juneau AK 99801

Proposals must be received no later than 2:00 P.M., Alaska Time on **06/24/2013**. Fax proposals are acceptable but not encouraged. 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: **Linda Polk**– PHONE **907-465-6698** - FAX **907-465-5316** - TDD **907-465-3143**

1.02 Contract Term and Work Schedule

The contract term and work schedule set out herein represents ACPE's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted by the same number of days.

The length of the contract will be from the date of award. Contract will run for 5 years with five 1 year renewals.

The approximate contract schedule is as follows:

- Issue RFP **6/3/13**
-
- Pre-proposal conference 6/11/13 at 10:00 AST
- Deadline for Receipt of Proposals **6/24/13** at 2:00 AST.
- Proposal Evaluation Committee complete evaluation by **7/8/13**,
- State of Alaska issues Notice of Intent to Award a Contract **7/9/13**,
- State of Alaska issues contract **7/25/13**,
- Contract start **8/1/13**

1.03 Purpose of the RFP

The Alaska Commission on Postsecondary Educating (ACPE) is soliciting proposals for printing, mailing, and electronic delivery of student loan billing.

1.04 Location of Work

The location(s) the work is to be performed, completed and managed is at the office of the successful Offeror.

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

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 this requirement or to obtain a waiver may cause the state to reject the proposal as non-responsive, or cancel the contract.

1.05 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/g/tip/>

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

1.06 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.

1.07 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 proposal opening. This will allow 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 time set for opening.

1.08 Questions Received Prior to Opening 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.

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.

1.09 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 as having downloaded the RFP from the State of Alaska Online Public Notice web site.

1.10 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.

1.11 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.

1.12 State Not Responsible for Preparation Costs

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

1.13 Disclosure of Proposal Contents

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

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. Material considered confidential by the offeror must be clearly identified and the offeror must include a brief statement that sets out the reasons for confidentiality.

1.14 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:

- (a) complete name of the subcontractor;
- (b) complete address of the subcontractor;
- (c) type of work the subcontractor will be performing;
- (d) percentage of work the subcontractor will be providing;
- (e) evidence that the subcontractor holds a valid Alaska business license; and
- (f) a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

An 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.

1.15 Joint Ventures

Joint ventures will not be allowed.

1.16 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, ACPE reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

1.17 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. ACPE 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.

1.18 Right to Inspect Place of Business

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

1.19 Solicitation Advertising

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

1.20 News Releases

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

1.21 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.

1.22 Disputes

Any dispute arising out of this agreement will be resolved under the laws of the State of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain relief from or remedy in connection with this agreement may be brought only in the Superior Court for the State of Alaska.

1.23 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.

1.24 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 opening date.

2.02 Pre-proposal Conference

A pre-proposal conference will be held at **10:00 AM**, Alaska Time, on 06/11/2013 in the office of ACPE 3030 Vintage Blvd Juneau AK 99801. Vendors that have registered with the procurement officer prior to the conference will be sent instructions for calling in. 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

ACPE may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide ACPE reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at ACPE'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 ACPE's request in accordance with 2 AAC 12.290.

2.05 Supplemental Terms and Conditions

Proposals must comply with Section **1.11 Right of Rejection**. However, if ACPE fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish ACPE's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

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

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 proposal evaluation committee may be adjusted as a result of a clarification under this section.

2.07 Discussions with Offerors

ACPE may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the 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

No specific minimums have been set for this RFP.

2.09 Evaluation of Proposals

The procurement officer, or an evaluation committee made up of at least three of ACPE 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

At the time the proposals are opened, all offerors must hold a valid Alaska business license and any necessary applicable professional licenses required by Alaska Statute. Proposals must be submitted under the name as appearing on the person's current Alaska business license in order to be considered responsive. 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. Offerors must submit evidence of a valid Alaska business license with the proposal. An offeror's failure to submit this evidence with the proposal will cause their proposal to be determined non-responsive. 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.
- Mining licenses issued by Alaska Department of Revenue.

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 Services' 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 36.30.170(c)
Alaskans with Disability Preference - AS 36.30.170 (e)
Employers of People with Disabilities Preference - AS 36.30.170 (f)
Alaska Veteran's Preference - AS 36.30.175

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs; a list of individuals who qualify as persons with a disability; and a list of persons who qualify as employers with 50 percent or more of their employees being disabled. A person must be on this list at the time the bid is opened in order to qualify for a preference under this section.

As evidence of an individual's or a business' right to a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the employment program preference, Alaskans with Disability Preference or Employers of People with Disabilities Preference described above, an individual or business must be on

the appropriate Division of Vocational Rehabilitation list at the time the proposal is opened, and must provide the procurement officer a copy of their certification letter. Offerors must attach a copy of their certification letter to the proposal. The offeror's failure to provide the certification letter mentioned above with the proposal will cause the state to disallow the preference.

2.13 5 Percent Alaska Bidder Preference AS 36.30.170 & 2 AAC 12.260

An Alaska Bidder Preference of five percent will be applied prior to evaluation. The preference will be given to an offeror who:

- (1) holds a current Alaska business license;
- (2) submits a proposal for goods or services under the name on the 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 entities 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 36.30.175

An Alaska Veteran Preference of five percent will be applied prior to evaluation. The preference will be given to an offeror who qualifies under AS 36.30.170 (b) 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.

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

Offeror #3 receives 33.7 points.

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

2.16 Alaska Offeror Preference AS 36.30.250 & 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 36.30.170(b), are eligible for the preference. This preference will be added to the overall evaluation score of each Alaskan offeror. Each Alaskan offeror will receive 10 percent of the total available points added to their 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

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

[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, ACPE may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in conference room of ACPE located at 3030 Vintage Blvd Juneau AK 99801

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 ACPE, after a good faith effort, simply cannot come to terms,

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

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; and,
- 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

Contract will be **Fixed Price with Adjustment**

PRICE ADJUSTMENTS:

Price adjustment for changes in the forms: If an unreasonable number of changes is required in the forms or envelopes, a price adjustment can be mutually agreed upon. If the vendor and ACPE cannot come to agreement, the contract will be canceled and re-bid.

Price adjustments in the contract price: Unit price will be used to determine actual contract price. It will fluctuate with the number of forms printed.

Price adjustments in the renewal periods: Bid prices will be held firm through June 30, 2013. If a renewal period is agreed upon, unit bid price will be offered at the same, unless supporting documentation justifies a price increase or decrease. The offeror must submit a request for a price adjustment to ACPE in advance of the renewal period. Price adjustments will be based on substantiated changes for actual cost differences between the initial contract period and that of the renewal period. The increases will be allowed for freight and manufacturing costs of the product, using Bills of Lading, supply invoices, etc. to substantiate price increases. ACPE may or may not agree to a price increase.

3.02 Contract Approval

This RFP does not, by itself, obligate ACPE. ACPE's obligation will commence when the contract is approved by the Executive Director or their designee. Upon written notice to the contractor, ACPE may set a different starting date for the contract. ACPE 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 ACPE.

3.03 Standard Contract Provisions

The winning 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 may be incorporated into the contract.

3.05 Additional Terms and Conditions

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

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. An offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

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

Approval or continuation of a contract resulting from this is contingent upon legislative appropriation.

3.08 Contract Payment

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

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

3.09 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.

3.10 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.

3.11 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. ACPE 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 ACPE 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.

3.12 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, ACPE 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 ACPE's termination rights under the contract provisions of Appendix A, attached.

3.13 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 or their designee.

3.14 Contract Invalidation

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

3.15 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 and GLBA. 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 at 907-465-6740 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 ACPE 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.

SECTION FOUR BACKGROUND INFORMATION

4.01 Background Information

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 the Alaska Student Loan Corporation (Corporation) and transferred outstanding loans to the Corporation to capitalize that entity and provide it with collateral to be used to issue revenue bonds for the purpose of providing funding for education loans.

SECTION FIVE SCOPE OF WORK

5.01 Scope of Work

Background Information

The Alaska Commission on Postsecondary Education (ACPE) - funded by the Alaska Student Loan Corporation (ASLC) - promotes access to and success in education and career training beyond high school. The Legislature created ACPE in 1974 to centralize planning for higher education and administer financial aid programs. In 1987, the Legislature established and capitalized ASLC to provide a mechanism to fund the Commission's programs.

Printing and mailing of billing statements are currently handled in house through the State of Alaska Central Mailing System. ACPE produces approximately 26,000 billing statements per month although this number fluctuates. There are 4 different due dates for the loans that we service. Each borrower/cosigner receives a statement monthly for loans due on particular due date. We generate bills 4 times per month as follows: The 7th or next business day, the 14th or next business day, the 21st or next business day, and the last business day of the month. Statements are only available in a paper form with no option for borrowers to view their statements electronically or elect electronic notification.

The work described in this RFP allows borrowers the ability to view their billing statements electronically in addition to hard copy distributed through U.S. Postal Service mail delivery. Due to privacy concerns we do not allow statements to be contained within or attached to an email message but rather will require the email message contain notification that a statement is ready to view. Borrowers will then login to their ACPE online account and view or print their billing statement. The option to view an electronic statement must be available to all borrowers regardless of whether they receive electronic notification or a paper statement.

ACPE staff will continue to process incoming payments in its Juneau office. That function is outside the scope of this RFP.

Services to be conducted by the Successful Offeror

1. Conduct initial discussion with ACPE to develop an in-depth understanding of the billing process.
2. Submit written data or other responses to requests for information from ACPE.

3. Supply a time schedule for initial implementation to process, print, mail and provide electronic delivery of statements, as well as on-going provision of these services.
4. Implement all services described in this scope of work.

Services to be conducted by ACPE

ACPE staff will provide the successful offeror with all relevant information necessary for implementation of requested services.

Scope of Work

1. Data Security
 - a. Provide for secure data transmission and receipt confirmation
 - b. Secure shredding or destruction of ACPE data
 - c. Firewall protection applicable to all locations where ACPE data will be stored
 - d. SOC 2, Type II certification (or other comparable certification) preferred
2. Quality Control
 - a. Must have the mechanism to ensure that the correct statement, pages and inserts are sent to the appropriate borrower/cosigner.
 - b. Provide a mechanism for ACPE staff to view and approve sample statements online before printing or electronic display to customers.
 - c. Must have a mechanism to monitor for, identify and report non-public information breaches to ACPE.
 - i. ACPE reserves the right to conduct distance or onsite audits of contract compliance.
3. Disaster Recovery/Offsite Backup - must have a plan to address outages including
 - a. Personnel
 - b. Equipment
 - c. Data center back-up
 - d. Minimum response time
4. Printing
 - a. Statements should be printed on blank, 8.5x11 stock that is perforated for payment coupons.
 - i. Note: Dimensions on payment coupon from center of logo to OCR line must be exact. Specifications will be provided by ACPE (see attachment #5 for a copy of our current billing statement).
 - b. A complete billing statement will consist of four pages printed in duplex on two sheets.
 - c. Merge 2 file formats into a single statement
 - ii. Standard billing statement format including ACPE logo, etc. in one file
 - iii. Borrower/cosigner specific data presented in a separate file
 - d. Offeror must utilize our existing file layout to design a statement to ACPE specifications.
5. Mailing
 - a. Provide pre-sorting and/or other applicable services to maximize postal discounts and mail statements at the lowest first class rate possible. Any software used to pre-sort must be USPS-approved.
 - b. Capability to insert a minimum of 4 items into mailing.
 - i. A return envelope insert is included with every statement.
 - ii. Privacy statement to all borrowers/cosigners annually.
 - iii. Other inserts as required.
 - c. Provide standard two windowed envelopes with security tinting for mailing.
 - d. Payment coupon formatted to use standard one window or preprinted envelope with security tinting for payment remittance.
 - e. NCOA Link - A comprehensive program that aids mailers in identifying address changes before mail enters the mail stream.
 - i. Submit a report back to ACPE that includes any address change made including the updated address.

- f. Print, insert, meter and mail via first class postage the completed statements on the same business day the file is received from ACPE and to ensure all statements in a batch are mailed on the same day.
 - i. Every effort will be made to mail the same business day, and if this is not possible the statements must be mailed the next business day.
 - g. Return address on all mailed statements must be ACPE's Juneau address.
- 6. Electronic Statement Presentation
 - a. Presence on the ACPE online website that has the same look and feel of our site. Seamless to the user.
 - i. No additional log in required. Must have the ability to authenticate from the ACPE login.
 - b. Exact replica of all billing statements presented in an electronic format and available for a minimum of 12 months.
 - i. This is available for all borrowers regardless of their status with email notification.
 - ii. Custom email to eligible borrowers that their statement is available to view online.
 - iii. Must log into their ACPE online account to view statement.
 - c. Borrowers/Cosigners will have the ability to opt in to the electronic delivery of their billing statements through their ACPE on-line account.
 - i. Paper statement is not mailed when email option is chosen.
 - ii. Provide report to ACPE detailing any emails that were returned as undeliverable, unknown, etc.
 - A. Return the user to paper statement mailing status.
 - d. Provide an electronic means for ACPE customer service staff to view historical statements for 12 months.

5.02 Deliverables

The contractor will be required to provide the following deliverables:

- (a) Webportal**
 - (i) Webportal designed to store electronic copies of billing statements.
 - (ii) Provide user ability to opt in/out of electronic statement receipt.
- (b) Billing Statement**
 - (i) Paper billing statements for borrowers who do not elect to receive electronic statement.
 - (ii) Electronic replica of each billing statement.
- (c) Electronic Notification**
 - (i) Email notification sent to borrowers who elect into electronic statements.
- (d) Reports**
 - (i) Report of users whose email is returned as undeliverable
 - (ii) Report of address that were updated as a result to the NCOA database search.
 - (iii) Report that includes the number of statements successfully mailed, number sent via electronic notification and number of errors, if any.

SECTION SIX PROPOSAL FORMAT AND CONTENT

6.01 Proposal Format and Content

ACPE 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.

6.03 Understanding of the Project

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project, the project schedule and the need for protection of Non-Public Personal Information (NPI).

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 provide a project schedule that meets the state's needs.

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 above.

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

6.07 Cost Proposal

See Attachment #2 Cost Worksheet.

6.08 Evaluation Criteria

All proposals will be reviewed to determine if they are responsive. They will then 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.

A proposal shall be evaluated to determine whether the offeror responds to the provisions, including goals and financial incentives, established in the request for proposals in order to eliminate and prevent discrimination in state contracting because of race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, or disability.

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 (10 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?
- [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 needs and provided a time schedule that can meet it?

7.02 Methodology Used for the Project (5 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?
- [b] How well does the methodology match and achieve the objectives set out in the RFP?
- [c] Does the methodology outline a time schedule and does it meet the state's needs ?

7.03 Management Plan for the Project (5 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?
- [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?
- [j] What policies and procedures does the offeror have in place to address potential information breaches?

7.04 Experience and Qualifications (10 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?
- [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?
- [h] If a subcontractor will perform work on the contract, does the offeror sufficiently demonstrate how the offeror and the subcontractor will work together to perform the work as outlined in the RFP?
- [i] Has the firm demonstrated an understanding of the need to protect Non-Public Private Information?

7.05 Contract Cost (60 Points)

Overall, a minimum of **60%** 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 2.15.

7.06 Alaska Offeror Preference (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.

SECTION EIGHT ATTACHMENTS

8.01 Attachments

Attachments

1. Proposal evaluation form
2. Cost worksheet
3. Standard Agreement Form
Appendix A
4. Appendix B
5. Notice of Intent to Award
6. Billing Statement Template

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—10 points

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 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—5 Points

Maximum Point Value for this Section - 5 Points
100 Points x 5 Percent = 5 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—5 Points

Maximum Point Value for this Section - 5 Points
100 Points x 5 Percent = 5 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?

[j] What policies and procedures does the offeror have in place to address potential information breaches?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.03 _____

7.04 Experience and Qualifications—10 Points

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.

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?

[h] If a subcontractor will perform work on the contract, does the offeror sufficiently demonstrate how the offeror and the subcontractor will work together with offeror to perform the work as outlined in the RFP.

[i] Has the firm demonstrated an understanding of the need to protect Non-Public Private Information?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.04 _____

7.05 Contract Cost — 60 Points

Maximum Point Value for this Section - 60 Points
100 Points x 60 Percent = 60 Points

Overall, a minimum of 60 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 Points

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 _____

Cost Worksheet

Item No.	Type	Approximate Quantities	Price Per Piece	Monthly Total
1.	<u>SETUP</u> Website setup and integration	One Time Fee	N/A	\$ _____
2.	<u>PRINTING</u> 2 pages, double sided, 8-1/2" x 11" Including inserts and mailing envelope	20,000/mo	\$ _____	\$ _____
3.	<u>ELECTRONIC STORAGE</u> Electronic storage and presentation of billing statements	Monthly Fee	N/A	\$ _____
4.	<u>EMAIL</u> Custom email notification to borrower stating that a new statement is available for viewing.	10,000/mo	\$ _____	\$ _____
5.	<u>MAILING SETUP</u> NCOA service, presorting, delivery charges, etc. Note: Do not include postage charges in this line item.	20,000/mo	\$ _____	\$ _____
6.	<u>MAINTENANCE/CHANGE FEE</u> Hourly charge for changes made to the webportal, email notification, statement layout, etc.	1 Hour	N/A	\$ _____
TOTAL QUOTE \$ _____				

QUANTITY: ACPE sends out approximately 30,000 billing statements monthly. Estimated quantities are based on prior experience and generally fluctuate from month to month. ACPE does not guarantee any maximums or minimums.

PRICE: Price should include, but not limited to the printing, paper, envelopes (if applicable), labor and all goods and services required to fulfill the contract requirements. This includes delivery of the printed forms, prepared for mailing, to the post office.

Company Name

Authorized Representative

Representative Signature

Date

VARIANCE SHEET

On any specification for which you show a variance, note in detail, what you are proposing. Variances should refer to the specific item and explain how the offered item varies from that specified. Failure to detail variances may be grounds to reject the bid as non-responsive.

If there are no variances, write "NONE"

Company Name

Authorized Representative

Representative

Date

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

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
<p>10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Service:</p> <p>2.1 Appendix A (General Provisions), Articles 1 through 14, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the services to be performed by the contractor.</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____.</p> <p>ARTICLE 4. Considerations:</p> <p>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.</p> <p>4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:</p>			
11. Department of		Attention: Division of	
Mailing Address		Attention:	
12. CONTRACTOR		<p>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.</p>	
Name of Firm			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title			
13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee	Date
Department/Division	Date		
Signature of Project Director		Typed or Printed Name	

Typed or Printed Name of Project Director	Title
Title	

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

02-093 (12/29/08)
BACK 02-093 (12/29/08)

SAF.DOC

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 Any dispute concerning a question of fact arising under this contract which is not disposed of by mutual agreement shall be decided in accordance with 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, 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. 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. 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.

This contract is governed by the laws of the State of Alaska. All actions concerning this contract shall be brought in the Superior Court of the State of Alaska.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the Department of Law the General Provisions of this contract supersede any provisions in other appendices. The contractor specifically acknowledges and agrees that provisions in any form contracts it appends hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska that are not conditioned on legislative appropriation, or (3) seek to 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.

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, nonrenewal, 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 occurrence.

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 occurrence.



Department of Administration
 Division of General Services
 Seventh Floor - State Office Bldg.
 333 Willoughby Street
 P.O. Box 110210
 Juneau, Alaska 99811-0210

THIS IS NOT AN ORDER

DATE ISSUED:

ITB NO.:

ITB OPENING DATE:

ITB SUBJECT:

CONTRACTING OFFICER:

SIGNATURE: _____

This is notice of the state's intent to award a contract. The figures shown here are a tabulation of the offers received with the apparent low bidder(s) indicated. A bidder 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. **Bidders, identified here as the apparent low responsive bidders, are instructed not to proceed until a Purchase Order, Contract Award, or other form of notice is given by the Contracting Officer.** A company or person who proceeds prior to receiving a Purchase Order, Contract Award, or other form of notice of Award does so without a contract and at their own risk. AS 36.30.365.
 (REV 05/08/90)

ITEM NO.	PRICE	AWARD	COMMENTS	RESPONSIVE YES / NO / ?	BIDDER

LEGEND: @ -- AWARD TO BIDDER
 Y -- RESPONSIVE BID
 N -- NON-RESPONSIVE BID
 ? -- BID NOT EVALUATED BECAUSE THERE WAS A LOWER RESPONSIVE BID

SUMMARY

Sample: First Page of Current ACPE Billing Statement

Alaska Advantage Programs
 www.AKadvantage.alaska.gov PD Box 110510, Juneau, Alaska 99811-0510
 (907) 441-2982 or in Juneau 465-2982
 TTY (907) 465-3143 • Fax (907) 465-5318

Education Loan Monthly Statement

Name
 Address
 City, State Zip+4
 |-----|

Additional payment information is provided on the back of this page.

Primary Borrower: Name
 Account: Act #
 Statement Date: Date

TOTAL DUE
1,130.85

GUAR. CODE	SEQ. NO.	PAY SCHED.	LAST PAYMENT AMOUNT	LAST PAYMENT RECEIVED	PRINCIPAL PAID	INTEREST PAID	PRINCIPAL BALANCE	TOTAL DUE	DUE DATE
AK	00	30	357.23	05-20-13	115.65	241.58	2,320.63	1,130.85	06-04-13

This account is 595 days past due. Please pay the TOTAL DUE above to bring this account current.



PAYMENT COUPON

Detach and include this with your payment in the envelope provided. Thank you.

ADDRESS CHANGE?

Are you the Borrower of this Loan?
 PLEASE PRINT YOUR NEW ADDRESS HERE

 PHONE NUMBER _____

TOTAL DUE	1,130.85
DUE DATE	06-04-13
TOTAL PAID	

ACPE Processing Center
 P.O. Box 110510
 Juneau, AK 99811-0510

Name
 Address
 City, State Zip+4

Please make your payment payable to ACPL

000115130223244003000000113085 3