

REQUEST FOR PROPOSALS (RFP) NO. 18-0201

TO PROVIDE

BILLING SERVICES

FOR

STUDENT LOAN RECEIVABLES

UNIVERSITY OF HAWAII

HONOLULU, HAWAII

JANUARY 2018

BOARD OF REGENTS

UNIVERSITY OF HAWAII

HONOLULU, HAWAII

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NOTICE TO OFFERORS

PROPOSAL FORMS for Request for Proposal (RFP) No. 18-0201, Billing Services for Student Loan Receivables, will be available from and received at the OFFICE OF PROCUREMENT AND REAL PROPERTY MANAGEMENT, UNIVERSITY OF HAWAII, 1400 LOWER CAMPUS ROAD, ROOM 15, HONOLULU, HAWAII 96822, no later than **2:30 p.m., February 20, 2018**. Proposals received after the time and date fixed for submission will not be considered.

Vendors located outside the Island of Oahu, Hawaii, USA, may request an official copy of the RFP to be sent via U.S. Postal Service by providing the vendor's name, address, contact person and telephone number. If express shipment is desired, requests must be submitted in writing with an account number, BILLABLE TO THE RECEIVER, and an authorized signature. Requests may be transmitted via facsimile, (808) 956-2093. Direct all questions to Liane Kimura-Rita, (808) 956-8674.

David Lassner

President, University of Hawaii

Posting Date: January 18, 2018

Vendors downloading the RFP shall be responsible for notifying the Procurement Specialist, Liane Kimura-Rita (Email: lianekr@hawaii.edu; Fax: [808] 956-2093) so that the name, address, phone number, fax number, and email address of the vendor can be listed on the University's register for the purpose of notification of amendments to the RFP which are issued.

NOTICE TO OFFERORS

BUSINESS CLASSIFICATION CERTIFICATION STATEMENT

Vendors: Please complete the following information below. If you answer "No" to question No. 1, complete the certification portion and submit together with your bid document or quote.

(Terms used are taken from the Small Business Administration Rules and Regulations and the Federal Acquisition Regulation [FAR].) (Reference Section A on the reverse side of this form for Category Descriptions.)

This is to certify that the company identified below:

1. _____ IS a **small business** as defined in the Small Business Administration regulations.
(see reverse for size standards).

_____ **IS NOT** a small business as defined in the regulations.
(If you checked here, STOP, GO TO CERTIFICATION BELOW.)
2. _____ IS a **small disadvantaged business concern** and is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-NET).
3. _____ IS a **women-owned small business concern** of which at least 51% is owned, controlled, and managed by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women.
4. _____ IS a **HUBZone small business concern** that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
5. _____ IS a **veteran-owned small business concern** of which not less than 51 percent is owned, controlled and managed by one or more veterans; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more veterans.
6. _____ IS a **service-disabled veteran-owned small business concern** of which not less than 51 percent is owned, controlled and managed by one or more service-disabled veterans, or in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans as defined in 38 U.S.C. 101 (16).

CERTIFICATION:

I hereby certify the information supplied herein to be true and correct.

Company Name: _____

Signature of Company Officer

Type of Goods/Services: _____

*NAICS Code: _____

Company Address: _____

Print Name: _____

Title: _____

Date: _____

Any misrepresentation shall be subject to the provisions stated in item B on the reverse side.

*North American Industry Classification System (NAICS)

- A. "SMALL BUSINESS" SIZE STANDARDS FOR FEDERAL SUB-CONTRACTORS. Small business size is determined by the primary NAICS Code. See Title 13 CFR, Part 121 to determine your NAICS Code and the threshold for determining small business (revised as of January 1, 2004).

A "small business" is a concern including its affiliates, which is independently owned and operated. It is not dominant in the field of operations in which it is selling goods and services to a federal contractor. It meets the following size criteria for its particular industry:

1. CONSTRUCTION TRADES - "Small" if average annual receipts for preceding 3 years do not exceed \$12 million.
2. CONSTRUCTION, GENERAL CONTRACTORS - "Small" if average annual receipts for preceding 3 years do not exceed \$28.5 million.
3. MANUFACTURING - "Small" if 500 employees or less, except for some specific products which will increase the complement of employees to 750 and 1,000, respectively.
4. TRANSPORTATION - "Small" if average annual receipts for preceding 3 years do not exceed the amount shown for specific services:

\$21.5 million – general freight trucking, local.
\$3 million – travel agencies.
5. WHOLESALE TRADE, DURABLE AND NON-DURABLE GOODS - "Small" if 100 employees or less.
6. RETAIL TRADE - "Small" if average annual receipts for preceding 3 years do not exceed the amount shown for specific products:

\$6 million - lumber and building materials, paints, hardware.
7. SERVICES - "Small" if average annual receipts for preceding 3 years do not exceed the amount shown for specific services:
 - a. \$21 million – computer systems design services, custom computer programming services.
 - b. \$10.5 million - refuse collection, protective guard services.
 - c. \$14 million - janitorial services.
 - d. \$21.5 million - passenger car rental.
 - e. \$21 million – office Machinery and equipment rental & leasing.
 - f. \$6 million - general automobile repair, refrigeration & air conditioning.
8. ALL OTHER TYPES OF BUSINESS - "Small" if 500 employees or less.

Where firm sizes are determined by annual receipts, and the concern is less than 3 complete fiscal years old, its total receipts means for the period it has been in business, divided by the number of weeks, including fractions of a week, and multiplied by 52.

- B. Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall:

1. Be punished by imposition of fine, imprisonment, or both;
2. Be subject to administrative remedies including suspension and debarment; and
3. Be ineligible for participation in a program conducted under the authority of the Act.

SECTION 1 ADMINISTRATIVE OVERVIEW

1.1 INTRODUCTION

This is a Request for Proposals (RFP) issued by the University of Hawaii to solicit proposals from Offerors who wish to be considered for providing billing services for student loan receivables for the University of Hawaii.

1.2 AUTHORITY

This Request for Proposals (RFP) is issued under the provisions of the Hawaii Revised Statutes, Chapter 103 and 103D. All prospective Contractors are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any prospective Contractor shall constitute admission of such knowledge on the part of such prospective Contractor.

1.3 RFP ORGANIZATION

This RFP is organized into the following sections:

Section 1, Administrative Overview -- Provides Offerors with general information on the objectives of this RFP, procurement schedule, and procurement overview.

Section 2, Scope of Work -- Provides Offerors with a general description of the tasks to be performed, delineates University and Contractor responsibilities, and defines deliverables.

Section 3, Proposal Requirements -- Describes the required format and content for the Offeror's proposal.

Section 4, Criteria to Evaluate Proposals -- Describes how proposals will be evaluated by the University of Hawaii.

Section 5, Special Provisions -- Provides Offerors the terms and conditions under which the work will be performed.

1.4 SCHEDULE OF KEY DATES

The schedule of key dates set forth herein represents the University's best estimate of the schedule that will be followed. Any of the dates listed below may be changed at any time at the sole discretion of the Director, Office of Procurement and Real Property Management.

RFP Posting Date	<u>January 18, 2018</u>
Closing Date for Submission of Questions	<u>January 24, 2018</u>
University Response to Offerors' Questions	<u>January 31, 2018</u>
Closing Date for Receipt of Proposals	<u>February 20, 2018</u>
Proposal Review Period	<u>February 21-28, 2018</u>
Contractor Selection and Award	<u>March 1-9, 2018</u>
Contract Effective Date	<u>April 9, 2018 (tentative)</u>

1.5 SUBMISSION OF QUESTIONS

Offerors may submit questions in writing to the issuing officer. The deadline for submission of written questions is **4:30 p.m. HST, on January 24, 2018.**

Offerors may call the Technical Representative, Susan Mabe, at (808) 956-2266 for questions regarding the content of the work specifications.

1.6 SUBMISSION OF PROPOSALS

Offerors shall submit an original plus FIVE (5) hard copies and ONE (1) electronic copy (on USB Flash Drive) of the proposal. The electronic copy shall contain the same information as printed on the hard copies. Proposals shall be received by the Office of Procurement and Real Property Management, University of Hawaii, no later than **2:30 p.m. HST, on February 20, 2018.** Any proposal received after this date and time shall be rejected.

Proposals shall be mailed or delivered in sealed envelope or package to the following address:

Office of Procurement and Real Property Management
University of Hawaii
1400 Lower Campus Road, Room 15
Honolulu, Hawaii 96822

The outside cover of the package containing the proposal shall be marked as follows:

Office of Procurement and Real Property Management
University of Hawaii
1400 Lower Campus Road, Room 15
Honolulu, Hawaii 96822
RFP No. 18-0201, Billing Services for Student Loan Receivables
(Name of Offeror)

1.7 COSTS FOR PROPOSAL PREPARATION

Any costs incurred by Offerors in preparing or submitting a proposal shall be the Offeror's sole responsibility.

1.8 DISQUALIFICATION OF PROPOSALS

- A. The University reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the scope of the work. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be disqualified without further notice.
- B. An Offeror shall be disqualified and the proposal automatically rejected for any one or more of the following reasons:
 - 1) The proposal shows any noncompliance with applicable law.
 - 2) The proposal is conditional, incomplete, or irregular in such a way as to make the proposal indefinite or ambiguous as to its meaning.
 - 3) The proposal has any provision reserving the right to accept or reject award, or to enter into a contract pursuant to an award, or provisions contrary to those required in the solicitation.
 - 4) The Offeror is debarred or suspended.

1.9 PROCUREMENT OFFICER

This RFP is issued by the Office of Procurement and Real Property Management, University of Hawaii. The Procurement Officer responsible for overseeing the contract is Mr. Duff Zwald, Director of the Office of Procurement and Real Property Management.

1.10 TECHNICAL REPRESENTATIVE OF THE PROCUREMENT OFFICER (TRPO)

The individual below is the Technical Representative of the Procurement Officer:

Susan Mabe
UH Institutional Support Specialist
Telephone: (808) 956-2266
Facsimile: (808) 956-2285
Email: smabe@hawaii.edu

Loan Collection Office
University of Hawaii
1404 Lower Campus Road, Room 38
Honolulu, Hawaii 96822

1.11 ISSUING OFFICER

The individual listed below is the issuing officer and the official contact for all communication regarding this RFP:

Liane Kimura-Rita, Procurement Specialist
Office of Procurement and Real Property Management
University of Hawaii
1400 Lower Campus Road, Room 15
Honolulu, Hawaii 96822
Telephone: (808) 956-8674
Facsimile: (808) 956-2093

1.12 CHANGES TO CONTRACTOR'S FEE

It is recognized that audit disallowances and other changes may require adjustments in the compensation due to the Contractor. In the event that future actions would either disallow or minimize the payments already made to the Contractor, the Contractor shall assist the University in defending the correctness of the claim for reimbursement. If the disallowance or adjustment is upheld, then the Contractor will participate in the payback to the extent the amount of the disallowance or adjustment contributed to the total fee received by the Contractor. Payment to the University shall be made within THIRTY (30) calendar days from which official notice is received by the Contractor from the University.

1.13 RFP AMENDMENTS

The University reserves the right to amend the RFP any time prior to the Closing Date for Receipt of Proposals.

1.14 AWARD ON INITIAL PROPOSALS

The University may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Offeror's best terms.

1.15 AVAILABILITY OF FUNDS

Offerors are advised that the award of this contract is contingent upon availability of funds. If funds are not available, the University reserves the right not to make award of this contract.

1.16 NOTICE TO PROCEED

The University shall not be responsible for work done, even in good faith, prior to the University's Notice to Proceed unless specific provisions are made in the contract.

1.17 RFP SUBMITTALS BECOME PROPERTY OF THE UNIVERSITY

All proposals and other material submitted shall become the property of the University and may be returned only at the University's option.

SECTION 2 SCOPE OF WORK

2.1 OVERVIEW OF THE SCOPE OF WORK

Contractors shall provide billing services for the University of Hawaii's Federal Perkins/NDSL Student Loan Program (Perkins), Health Professions Student Loan Program (HPSL), Primary Care Loan Program (PCL), Nursing Student Loan Program (NSL), Nurse Faculty Loan Program (NFLP), State Higher Education Loan Program, Hawaii Education Loan Program, Nursing Scholars Program, and any future loan programs the University may administer, upon mutual agreement by the parties. The University of Hawaii is comprised of TEN (10) campuses: University of Hawaii at Manoa, University of Hawaii at Hilo, University of Hawaii at West Oahu, University of Hawaii at Maui College, Hawaii Community College, Honolulu Community College, Kapiolani Community College, Kauai Community College, Leeward Community College, and Windward Community College. All services shall be performed in accordance with applicable Federal, State, and University rules and regulations. Contractor shall obtain the required permits and licenses to provide the services specified in this contract.

2.2 STATEMENT OF WORK (TECHNICAL SPECIFICATIONS)

Contractor shall furnish all labor, equipment and supplies necessary to provide the billing services as follows:

A. General Services

1. All phases of the service shall be in full compliance with the regulations and guidelines established by the U.S. Department of Education and U.S. Department of Health and Human Services. Contractor shall comply with the Fair Debt Collection Practice Act, Fair Credit Reporting Act, Gramm-Leach-Bliley Act and applicable federal and state regulations.
2. Contractor shall perform account maintenance, billing, cash collection and reporting on a regular basis.
3. Contractor shall provide to the U.S. Department of Education the information required for the National Student Loan Data System.
4. Contractor shall have the capability of accepting and interpreting electronic files provided by the University. The University and the Contractor shall mutually agree on the format and the specific information to be included in each file.
5. Contractor shall provide to the University THREE (3) copies of its procedures manuals which describe its on-line system and the procedures followed in the performance of all services provided in the contract.

6. Contractor shall provide to the University an independent SSAE16 audit report annually. Annual audits shall be conducted in accordance with generally accepted auditing standards and applicable federal rules and regulations.
7. Contractor shall have a data security system that protects confidential data from identity theft and a response program in the event of a security breach.
8. Contractor shall provide its data loss prevention procedures and disaster recovery plans.

B. Billing Services

1. Contractor shall have the ability to provide exit interview materials/repayment schedules with the option to print disclosures on-line on-site. Contractor shall also have the ability to provide on-line exit interviews for the borrowers.
2. Contractor shall provide optional billing cycles including annual, quarterly, and monthly billings.
3. Contractor 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.
4. Contractor shall have the ability to provide borrowers with coupon payment books, electronic debiting of bank account, and regular billing statements.
5. Contractor shall have the ability to process the payments of borrowers who opt to pay in advance. Borrower may elect to pay the next installment in advance, with current installment, or make an additional payment to be applied to loan principal.
6. Contractor shall provide contacts with the borrowers during the grace period based on applicable regulations. In the absence of specific regulations, Contractor shall be able to provide the borrowers with at least THREE (3) contacts during the grace period.
7. Contractor shall provide toll-free telephone numbers to both the University and the borrowers. Toll free numbers are to be displayed on billing statements, due diligence notices and all other borrower correspondence.
8. Contractor's system shall have the ability to accept at least THREE (3) addresses and telephone numbers for the borrower. Contractor shall have the ability to store reference addresses and to provide the option of exclusive billing addresses. Reference addresses should be readily accessible in a separate reference address screen.
9. Contractor shall use the U.S. Postal Services "Address Service Requested." A regular (monthly) electronic interface should be developed with the postal service to receive electronic updates of address information.

10. Contractor shall process all deferment and cancellation forms within FIVE (5) business days.
11. After processing, Contractor shall make available to the University all deferment and cancellation forms as well as all correspondence with the borrowers.
12. Contractor shall process all bankruptcy documents within FIVE (5) business days.
13. After processing, Contractor shall send the bankruptcy documents to the University.
14. Contractor shall have the ability to accommodate special payment arrangements with borrowers, including arrangements made in accordance with rehabilitation provisions.
15. Contractor shall provide contacts with the borrowers when the loans are past due based on applicable regulations. In the absence of applicable regulations, Contractor must be able to provide the borrowers with at least FOUR (4) contacts when the loans are past due.
16. Contractor shall have the ability to provide an early intervention service for past due loans. The service shall include additional contacts with the borrowers when the loans are past due. Please indicate the number and type of contacts provided.
17. Contractor shall have the ability to provide customized letters to the borrowers.
18. Contractor shall have the ability to produce IRS Form 1098E for borrowers that meet the requirements of the Taxpayer Relief Act of 1997. In addition, proper reporting to the IRS must also occur.
19. Contractor shall have the ability to provide on-line entrance interviews for Federal Perkins loan borrowers. This service shall include entrance counseling and the opportunity to electronically sign the promissory note.

C. On-Line Services

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

1. Access by social security number and by partial name.
2. A complete history of the activity of each account in chronological order.
3. System availability between the hours of 7:45 a.m. and 4:30 p.m., Hawaii Standard Time.

4. Ability to transmit the following types of updates on-line:
 - a. New loans/loan advances
 - b. Separation date changes
 - c. Name and address changes
 - d. Repayment schedule requests
 - e. General file maintenance
 - f. Payment posting
 - g. NSLDS updates
5. The system shall have the ability to automatically reprocess prior activity on the account when posting backdated data without any necessity for manual review or calculation to determine which data elements would need to be changed.
6. The system must maintain the image of the loan at the time of conversion to allow transactions to be processed on activity prior to conversion.
7. 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 (2) years.
8. Contractor shall allow on-line access for collection agencies contracting with the University to ensure access to the most current loan data.

D. Cash Collection Services

1. Funds received from borrowers shall be transferred daily to a bank account selected by the University, using the Automated Clearinghouse (ACH). All interest accrued shall be the property of the University.
2. The University shall have the ability to use a local bank account to receive daily deposit of funds.
3. Contractor shall notify the University of all returned checks. Contractor shall have the ability to add returned check fees to the costs billed to the borrowers.
4. Contractor shall have the ability to automatically prorate borrower payments across multiple programs and loan types.
5. Contractor shall have the ability to apply payments to collection costs, penalty and late fees before applying to interest and principal.
6. Contractor shall have the ability to post payments with the original receipt date and automatically reprocess the activity on the account when posting backdated payments without any necessity for manual review or calculations to determine which data elements would need to be changed.

7. Contractor shall discuss its payment processing including payment application and lockbox processing.

E. Special Services

1. Contractor'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 contractor on collection accounts.
2. Contractor shall provide the University with the option to assess collection costs, late charges or penalty charges automatically or manually.
3. Contractor's system shall have the ability to identify loans placed with collection agencies or internal collectors.
4. Contractor's system shall have the ability to create adhoc reports.
5. Contractor's system shall have the ability to create computer files.
6. Contractor shall provide to the University all available records and files pertaining to student loan accounts when required by federal, state and University auditors. These records should be retained for SIX (6) years.
7. The University reserves the right to audit or cause to be audited the Contractor's books and accounts with the University at any time during the term of this agreement and for SIX (6) years thereafter.
8. Contractor's system shall have edits to ensure that the University's loans are processed in compliance with program regulations and to protect the integrity of the University's data.
9. Contractor shall report accounts to national credit bureau organizations, in accordance with federal and state regulations.
10. Contractor shall have the ability to provide document imaging services for documents processed by the contractor and documents processed by the University.

F. Reports

1. Contractor's system shall have the capability to offer the following options:
 - a. Consolidate 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 Contractor's on-line service.
 - c. Electronic transmission of reports or report data via download and CD-ROM.
 - d. Selection of the sort sequence for each report, usually numeric or alphabetical.

- 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. Customize reports according to specifications provided by the University.
2. Contractor shall provide reports to the University in a timely manner.
 3. Contractor shall provide to the University (but not be limited to), the following types of reports:
 - a. Required reports and desired frequency

Accounting/Reconciliation Reports

- Transactions and adjustments processed - Monthly
- Cash listing showing detail of deposits - Monthly & Weekly (June)
- Reconciliation of cash and related general ledger entries - Monthly
- List of general ledger entries in Debit/Credit format - Monthly & Weekly (June)
- List of new loans and disbursements posted - Weekly
- List of new loans and disbursements not posted - Weekly
- List of loans with disbursements in the current award year including funds advanced year to date - Monthly

Program Maintenance Reports

- Student Loan Journal - Monthly
- List of all borrowers included in the current year cohort - Monthly
- List of borrowers whose mail was returned - Monthly
- List of changed names, addresses, and telephone numbers - Monthly
- List of loans brought current - Monthly
- List of loans paid in full - Monthly
- List of loans in rehabilitation status - Monthly
- List of loans reported to the credit bureaus - Monthly
- List of loans with return checks - Monthly
- Cumulative list of borrowers for whom the contractor does not have any good address - Quarterly
- Cumulative list of loans with credit balances - Quarterly
- List of borrowers who were sent a Form 1098-E for interest paid during the previous calendar year - Annually

Delinquency Reports

- List of delinquent loans, categorized by number of days past due - Monthly
- List of delinquent loans for income tax offset - Monthly
- Inventory of loans assigned to the U.S. Department of Education - Monthly

Collection Reports

- Inventory of accounts assigned to each collection agency under contract with the University and to each University collector - Monthly
- Report of payments sent to the Contractor by borrowers who are assigned to a collection agency or University collector - Monthly

Program Management Reports

- Fiscal Operations Report in the format needed for the Federal Perkins Loan Program – Semi-annually
- Annual Operating Report in the format needed for the Health Professions and Nursing loan programs – Semi-annually
- Status summary report to provide the University with sufficient statistical data to monitor the status of each loan program – Monthly
- Collections analysis report of activity on delinquent accounts and on accounts assigned to collection agencies – Monthly
- Collection agency recovery analysis report to monitor the effectiveness of the collection agencies – Monthly
- Invoice detail report which shows the total number of loans and borrowers in each payment frequency as well as other cost items – Monthly

- b. Contractor should list any other reports that are available to the University and include samples.

G. Client Services

1. Contractor shall respond to inquiries from University employees on a timely basis.
2. Contractor shall have the knowledge, skill, and ability to resolve account disputes and discrepancies on a timely basis.
3. Contractor shall state performance standards for client services including response rate for telephone calls and correspondence.

H. Conversion Services

1. Contractor shall provide a detailed conversion plan and explain the University's role in this process.
2. Contractor shall convert the history of the account into an on-line history file.
3. The conversion shall be completed within NINETY (90) days of the Notice to Proceed.
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. Contractor shall prepare a reconciliation report at the completion of the conversion.

6. Upon completion of the conversion, the Contractor shall confirm with the borrower the status of the account using the newly created records and notify them of the change in billing service.
7. Contractor shall provide the initial training of University employees following the conversion period.

I. Training Program

Contractor shall provide a variety of training programs to University employees. Contractor shall take into consideration the time difference between Hawaii and the continental United States when scheduling the training.

J. Ancillary Services

1. Contractor shall have the ability to make information available on the Internet for both University and borrower inquiries. Please discuss options and features available on your home page. Include any options for downloading deferment/cancellation forms, etc.
2. Contractor shall list any default reduction programs available to the University including the frequency and types of contacts provided. Include the cost of this service in the cost proposal.
3. Contractor shall have available consultative services to insure the University is taking full advantage of all services, features and products.
4. The University is constantly looking at ways to improve services to its students. Please discuss other services your company offers such as loan consolidations, tuition payments plans, institutional loan servicing, etc.

Services or products requested by the University that are not a part of this contract, shall be paid in arrears at rates which are reasonable and which are equal to the rates then charged by Contractor for providing such services to other customers with comparable number of assignments, size of receivables and fee rates.

To the extent that no comparable service is being provided by the Contractor, payment will be at Contractor's stated rates which shall be comparable to rates within the student loan billing industry reasonable in light of the service requested.

2.3 MINIMUM QUALIFICATIONS

Offerors shall have a minimum of FIVE (5) years experience in billing services for college or university student loan receivables.

Offerors shall provide the names of FIVE (5) colleges or universities that are presently under contract for the billing services of Federal Perkins, Nursing and Health Professions Student Loans. The colleges or universities should be similar in size to the University of Hawaii.

2.4 TERMINATION OF CONTRACT

Upon termination of the contract, the Contractor shall make available to the University, master files on a medium acceptable to the University that are compatible with the University's computerized system which contain complete borrower information for all accounts on the current and archived files. The Contractor shall provide technical assistance to the University and/or the new Contractor if there is difficulty in converting the data to the new Contractor.

Contractor shall provide the complete history for all University borrower accounts in a medium acceptable to the University.

Contractor shall provide all routine month-end materials and reports pertaining to the activities performed and processed during the final month of the contract, and any documentation specified in the contract to the University on a timely basis to facilitate continuous service of the loans.

Any payments received by Contractor but not posted to the loans by the end of the final month of the contract shall be forwarded to the address designated by the University, within TWO (2) business days of receipt by Contractor. This service shall continue as long as payments on the University's loans are received by Contractor.

On or after the first anniversary of the Contract commencement date, the University may at any time cancel or terminate the Contract for the convenience of the University, by giving at least NINETY (90) days written notice stating the date on which the Contract shall terminate. The University shall pay the Contractor for satisfactory performance until the effective date of such termination.

In the event that the University determines that the Contractor has materially breached the Contract, the University shall notify the Contractor in writing of the nature of the breach and shall give the Contractor SIXTY (60) calendar days during which the Contractor must provide a satisfactory cure. If after SIXTY (60) days the University determines that the breach has not been cured to the original level of satisfactory performance, the University may, by written notice, terminate the Contract. In such event, the University may purchase or secure alternate services. The Contractor shall be liable for and shall reimburse the University for all costs reasonably incurred by the University, but only to the extent such costs exceed costs the University would have incurred if it had received services from the Contractor and only for so long as the Contractor agreed to perform under the Contract.

SECTION 3 PROPOSAL REQUIREMENTS

3.1 INTRODUCTION

This section indicates the proposal requirements for this RFP which shall be submitted by the deadline set for submission of proposals. Fulfillment of all proposal requirements listed is mandatory for consideration of proposals.

The Proposal shall include the following subsections:

- Proposal Letter (Appendix A)
- Pricing Schedule (Appendix B)
- Project Narrative (Appendix C)
- Offeror's General Services (Appendix D)
- Offeror's Billing Services (Appendix E)
- Offeror's On-line Services (Appendix F)
- Offeror's Cash Collection Services (Appendix G)
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- Offeror's Client Services (Appendix J)
- Offeror's Conversion Services (Appendix K)
- Offeror's Training Program (Appendix L)
- Offeror's Ancillary Services (Appendix M)
- References (Appendix N)

3.2 PROPOSAL LETTER (Appendix A)

The Proposal Letter shown in Appendix A shall be signed by an individual authorized to legally bind the Offeror, dated, and be affixed with the corporate seal (if corporate seal is available). If said individual is not the corporate president, evidence shall be submitted showing the individual's authority to bind the corporation. The fully executed proposal letter shall be submitted along with the proposal.

3.3 PRICING SCHEDULE (Appendix B)

Offeror shall complete the pricing schedule set forth in Appendix B.

3.4 PROJECT NARRATIVE (Appendix C)

Description of the company, including number of employees, years of experience providing billing services for college or university student loan receivables, affiliation with professional organizations, and a list of key company principals. Include a short resume of the trained personnel involved in the performance of this contract.

3.5 OFFEROR'S GENERAL SERVICES (Appendix D)

Describe your ability to provide the general services required by the University.

3.6 OFFEROR'S BILLING SERVICES (Appendix E)

Describe your ability to provide the billing services required by the University.

3.7 OFFEROR'S ON-LINE SERVICES (Appendix F)

Describe your ability to provide the on-line services required by the University.

3.8 OFFEROR'S CASH COLLECTION SERVICES (Appendix G)

Describe your ability to provide the cash collection services required by the University.

3.9 OFFEROR'S SPECIAL SERVICES (Appendix H)

Describe your ability to provide the special services required by the University.

3.10 OFFEROR'S REPORTS (Appendix I)

Describe your ability to provide the reports required by the University.

3.11 OFFEROR'S CLIENT SERVICES (Appendix J)

Describe your ability to provide the client services required by the University.

3.12 OFFEROR'S CONVERSION SERVICES (Appendix K)

Describe your ability to provide the conversion services required by the University.

3.13 OFFEROR'S TRAINING PROGRAM (Appendix L)

Describe your ability to provide the training program required by the University.

3.14 OFFEROR'S ANCILLARY SERVICES (Appendix M)

Describe your ability to provide the ancillary services required by the University.

3.15 REFERENCES (Appendix N)

Offerors shall provide a minimum of FIVE (5) references who can attest to the reliability of the Offeror's service and personnel. Furnish the names of colleges or universities, addresses, phone numbers, and contact persons. The University reserves the right to contact the references for additional information.

3.16 SAMPLES OF WORK

Upon request by the University, Offerors shall provide samples of the work performed for other colleges and universities. Samples will not be returned.

3.17 OFFEROR'S PROPOSAL SUBMITTALS CHECK LIST

The following checklist is provided to assist the Offeror in submitting the appropriate documents with their proposals:

1. _____ Business Classification Certification Statement
2. _____ Appendix A, Proposal Letter (if applicable, shall include a corporate seal and an Evidence of Authority if the individual signing the proposal on behalf of the company is not the corporate president)
3. _____ Appendix B, Pricing Schedule
4. _____ Appendix C, Project Narrative
5. _____ Appendix D, Offeror's General Services

6. _____ Appendix E, Offeror's Billing Services
7. _____ Appendix F, Offeror's On-Line Services
8. _____ Appendix G, Offeror's Cash Collection Services
9. _____ Appendix H, Offeror's Special Services
10. _____ Appendix I, Offeror's Reports
11. _____ Appendix J, Offeror's Client Services
12. _____ Appendix K, Offeror's Conversion Services
13. _____ Appendix L, Offeror's Training Program
14. _____ Appendix M, Offeror's Ancillary Services
15. _____ Appendix N, References

SECTION 4 CRITERIA TO EVALUATE PROPOSALS

The evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly, and impartially. The Contract will be awarded to the Offeror whose proposal is determined in writing to be the most advantageous to the University taking into consideration the evaluation factors set forth in this RFP.

A committee will evaluate and score each proposal submitted based on the following criteria:

1. Prices are competitive with industry standards. **30 points maximum**
The lowest cost proposal will automatically receive thirty (30) points in this category. Point allocations for cost on all other proposals will be determined via the following formula:
$$30 \text{ points} \times (\text{Lowest Cost Proposal} / \text{Offeror's Cost Proposal})$$
2. Provide a description of your company, including the number of employees, years of experience in providing billing services for college or university student loan receivables, affiliation in professional organizations and a list of key company principals. Include a short resume of the trained personnel involved in the performance of this contract (based on Appendix C). **15 points maximum**

Best of all proposals	15 points
2 nd best of all proposals	10 points
All other proposals	5 points
3. Proposal addresses the General Services requirements in accordance with Scope of Work 2.2.A (based on Appendix D). **15 points maximum**

Proposal exceeds the minimum requirements	11-15 points
Proposal meets the minimum requirements	10 points
Proposal does not meet the minimum requirements	0 points
4. Proposal addresses the Billing Services requirements in accordance with Scope of Work 2.2.B (based on Appendix E). **15 points maximum**

Proposal exceeds the minimum requirements	11-15 points
Proposal meets the minimum requirements	10 points
Proposal does not meet the minimum requirements	0 points

5. Proposal addresses the On-line Services requirements in accordance with Scope of Work 2.2.C (based on Appendix F). **15 points maximum**

 Proposal exceeds the minimum requirements 11-15 points
 Proposal meets the minimum requirements 10 points
 Proposal does not meet the minimum requirements 0 points
6. Proposal addresses the Cash Collection Services requirements in accordance with Scope of Work 2.2.D (based on Appendix G). **10 points maximum**

 Proposal exceeds the minimum requirements 6-10 points
 Proposal meets the minimum requirements 5 points
 Proposal does not meet the minimum requirements 0 points
7. Proposal addresses the Special Services requirements in accordance with Scope of Work 2.2.E (based on Appendix H). **10 points maximum**

 Proposal exceeds the minimum requirements 6-10 points
 Proposal meets the minimum requirements 5 points
 Proposal does not meet the minimum requirements 0 points
8. Proposal addresses the Reports requirements in accordance with Scope of Work 2.2.F (based on Appendix I). **10 points maximum**

 Proposal exceeds the minimum requirements 6-10 points
 Proposal meets the minimum requirements 5 points
 Proposal does not meet the minimum requirements 0 points
9. Proposal addresses the Client Services requirements in accordance with Scope of Work 2.2.G (based on Appendix J). **10 points maximum**

 Proposal exceeds the minimum requirements 6-10 points
 Proposal meets the minimum requirements 5 points
 Proposal does not meet the minimum requirements 0 points
10. Proposal addresses the Conversion Services requirements in accordance with Scope of Work 2.2.H (based on Appendix K). **10 points maximum**

 Proposal exceeds the minimum requirements 6-10 points
 Proposal meets the minimum requirements 5 points
 Proposal does not meet the minimum requirements 0 points

11. Proposal addresses the Training Programs requirement in accordance with Scope of Work 2.2.I (based on Appendix L). **5 points maximum**

Proposal exceeds the minimum requirements	3-5 points
Proposal meets the minimum requirements	2 points
Proposal does not meet the minimum requirements	0 points

12. Proposal addresses the Ancillary Services requirements in accordance with Scope of Work 2.2.J (based on Appendix M). **5 points maximum**

Proposal exceeds the minimum requirements	3-5 points
Proposal meets the minimum requirements	2 points
Proposal does not meet the minimum requirements	0 points

TOTAL POSSIBLE POINTS = 150 POINTS MAXIMUM

SECTION 5 SPECIAL PROVISIONS

5.1 SCOPE

The Request for Proposals to Provide Billing Service for Student Loan Receivables shall be in accordance with the terms and conditions of RFP No. 18-0201, the attached Federal Provisions and the General Provisions dated September, 2013, included by reference. Copies of the General Provisions are available at the Office of Procurement and Real Property Management, University of Hawaii, 1400 Lower Campus Road, Room 15, Honolulu, Hawaii, 96822 or the General Provisions may be viewed at: <http://hawaii.edu/oprpm/docs/GP0913.pdf>

Contractor shall furnish all equipment, personnel, labor and materials necessary to expeditiously and efficiently provide the services and products specified in the Contract. All such services and products shall be furnished to the University in accordance with the terms and conditions of the Contract or any amendments made thereto.

Contractor shall perform all services required for the Federal Perkins/NDSL Student Loan Program (Perkins), Health Professions Student Loan Program (HPSL), Primary Care Loan Program (PCL), Nursing Student Loan Program (NSL), Nurse Faculty Loan Program (NFLP), State Higher Education Loan Program, Hawaii Educator Loan Program, Nursing Scholars Program, and any future loan programs the University may administer, upon mutual agreement by the parties.

Upon request of the University, Contractor shall make available for inspection, at the University site, complete copies of its past and current financial statements and audits. Contractor shall be responsible for any costs or fees which may be required for copies of such documents.

Contractor shall obtain the required permits and licenses to provide the services specified in the Contract. All services performed by Contractor shall be in full compliance with applicable federal, state and local laws, ordinances and regulations.

Upon termination or expiration of the Contract, Contractor shall to the best of its ability, accommodate all reasonable requests from the University for assistance, information and services, to insure timely, accurate and orderly servicing of all University loans.

5.2 CONVERSION TO ANOTHER SYSTEM. Upon expiration or termination of the contract for any reason, the Contractor shall provide the following services and materials as specified:

- a. Return of Data and Software. Where the contract expires or is terminated for any reason, the Contractor shall transmit to the University all data developed during the contract period together with all records and documentation provided by the University, in a medium acceptable to the University. The transmittal shall include record layouts, field descriptions and any other information which shall enable the University to decipher the data on the medium used. The University's use of the documentation shall be limited to the conversion of the University accounts to an alternative system and shall occur in such a way as to protect the Contractor's proprietary rights. The Contractor shall transmit all materials in a timely manner to facilitate continuous service to the University accounts.
- b. Good Faith Effort Regarding Termination and Conversion. The Contractor shall accommodate reasonable requests from the University for assistance, information and services to ensure a timely, accurate and orderly transition to another Contractor.
- c. Conversion to Another Contractor. The Contractor shall be responsible for the complete and timely return of all the University data used in conversion to another system. Assistance provided as part of such a conversion from the Contractor's system to another's system shall include the following:
 - (1) Test File. The Contractor shall provide for test purposes, a copy of each type of file which the Contractor uses to maintain different types of student loan data. The data provided shall be limited to the information which was provided to the Contractor and was processed on the University accounts. The Contractor shall enclose with each file a partial computer listing of its contents. The Contractor shall provide the files in a medium acceptable to the University. The test conversion files shall contain data on the University student loan accounts as of a month-end date specified by the University. The Contractor shall have the files delivered to the University not later than SEVEN (7) working days from the date of the applicable month-end or from the date the Contractor received the University's request, whichever is later.

All record layout, field descriptions, codes, values and other documentation necessary to permit another Contractor to interpret and convert accurately the data from the Contractor's files shall be furnished.

- (2) Conversion Data. The Contractor shall provide a copy of every type of file it uses to maintain different types of student loan data for the University. The Contractor shall include with each file a partial computer listing of its contents, and format and type of data provided shall be identical to those which the Contractor provided for test purposes. The conversion files shall be provided in a medium acceptable to the University and the Contractor. The files shall contain data as of a specified month-end as agreed upon by the University and the Contractor, and according to appropriate notification procedures for termination of the Contractor. The University shall be responsible for reasonable and normal production costs associated with producing such records.
- (3) Differences Between Test Files And Actual Files. If there are any differences between the test files and the actual conversion files, the Contractor shall identify those differences and provide any additional documentation which the University needs to permit the new Contractor to properly interpret the data on the files. The actual conversion files provided by the Contractor shall represent all data pertaining to the University's accounts that are in computer compatible form and in the Contractor's possession as of the month-end date agreed upon by the University and the Contractor. The Contractor shall provide the files in a medium acceptable to the University and deliver it to the address specified by the University not later than FIVE (5) working days from the date of the applicable month end. To ensure prompt delivery, the Contractor shall use a reliable overnight delivery service.

All University accounts that are not in computer compatible form shall be provided by the Contractor in a medium acceptable to the University. It shall be provided to the University along with the data on the actual conversion files.

The Contractor shall provide along with both the test and actual conversion files a total record count and a complete set of loan program control totals that correspond with each file.

5.3 REFERENCES

The University reserves the right to contact the references named in REFERENCES (APPENDIX N), and to reject a proposal submitted by any Offeror whose performance on other projects has been unsatisfactory.

5.4 OPENING OF PROPOSALS

Proposals will be opened at the date and time specified in Subsection 1.4, SCHEDULE OF KEY DATES, or as amended, at the proposal submittal office. The proposal opening will not be open to the public. Proposals may be available for public inspection upon notice of award and shall be available for public inspection after the contract is signed by all parties.

5.5 TERM OF CONTRACT

The initial term of this contract shall be for THREE (3) years commencing from the date designated in the Notice to Proceed. Thereafter, the contract shall be renewable ONE (1) year at a time, for an additional TWO (2) years upon mutual agreement in writing, NINETY (90) days prior to the annual renewal date without the necessity of rebidding, and provided further, that the fees and costs remain the same or lower than the initial bid price.

5.6 PAYMENT TERMS

Payment by the University shall be made in accordance with Section 103-10, Hawaii Revised Statutes, and shall be subject to the terms and conditions of this contract. The Contractor shall be remunerated monthly upon satisfactory completion of services, and upon submission of a properly executed original invoice and ONE (1) copy, indicating the contract number, to the Loan Collection Office, University of Hawai'i, 1404 Lower Campus Road, Room 38, Honolulu, Hawaii 96822.

5.7 CONFIDENTIAL INFORMATION

Offeror shall designate in writing those portions of the unpriced proposal that contain designated trade secrets or other proprietary data that are to remain confidential. The material designated as confidential shall be readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal.

5.8 SOFTWARE

The University will execute Software License Agreements, if necessary, as long as the terms and conditions of the License Agreements do not conflict with the terms and conditions of this Request for Proposals. Inasmuch as the Contractor will be selecting the software for the University, the standard waivers of warranties of merchantability and fitness for a particular purpose shall not be accepted. The University shall be protected from claims of copyright infringement not occasioned by University modification of the software.

5.9 INSURANCE

Contractor shall maintain insurance acceptable to the University in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by Contractor shall provide Combined Single Limit Coverage (bodily injury and property damage) in the amount of \$1,000,000 per occurrence and \$2,000,000 per project aggregate.

Insurance shall be in force the first day of the term of this contract. Each insurance policy required by this contract shall contain the following three clauses:

- a. "This insurance shall not be cancelled, limited in scope of coverage or on-renewed until after THIRTY (30) days' written notice has been given to the University of Hawaii, Director of Office of Procurement and Real Property Management."
- b. "It is agreed that any insurance maintained by the University of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."
- c. "The University of Hawaii is added as an insured as respects to operations performed for the University of Hawaii."

Clauses b and c are waived for any professional liability/errors and omissions liability insurance.

Contractor agrees to deposit with University, on or before the effective date of this contract, certificates of insurance necessary to satisfy the University that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificates therefor on deposit with the University during the entire term of this contract.

The University shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If, in the opinion of the University, the insurance provisions in this contract do not provide adequate protection for the University, the University may require Contractor to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. The University's requirements shall be reasonable but shall be designed to assure protection from and against the kind and extent of the risks which exist at the time a change in insurance is required.

The University shall notify the Contractor in writing of changes in the insurance requirements; and if Contractor does not deposit copies of acceptable insurance policies with the University incorporating such changes within SIXTY (60) days' of receipt of such notice, this contract shall be in default without further notice to Contractor and the University shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obligated for the full and total amount of any damage, injury, or loss arising from its acts or omissions with respect to this contract.

5.10 PATENT INDEMNIFICATION

- a. The Contractor shall be required to and shall hold the University and its duly authorized representatives harmless against all demands, claims, actions or liabilities arising from the use of any article, process or appliance covered by letters, patents or copyrights used in connection with the contract. Any royalties due or becoming due for use of the article or process shall be paid by the Contractor and shall be deemed to be included within the bid amount and contract price.
- b. The Contractor shall defend, at its own expense, any action brought against the University, to the extent that it is based on a claim of infringement and that the Contractor will pay those costs and damages finally awarded against the University in any such action which are attributable to any such claim, but such defense and payments are conditioned by the following:
 1. That the Contractor shall be notified properly, in writing, by the University of any notice of such claim;
 2. That the Contractor shall have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; and
 3. Should the article, process or appliance become, or in the Contractor's opinion be likely to become, the subject of a claim of infringement, that the University shall permit the Contractor, at its own expense, either to procure for the University the right of continued use, or replace or modify the same so that they become noninfringing, or remove the article or appliance or discontinue the process.

5.11 WORKERS' COMPENSATION

The Contractor shall provide adequate statutory workers' compensation insurance for all labor employed in performing services under this contract, and the cost of the workers' compensation insurance shall be included in the proposal price. For purposes of Chapter 386, HRS, workers' compensation, the University shall also be deemed to be the "Employer" and such technical and support personnel shall also be deemed to be "Employees" of the University.

5.12 CONTRACT INVALIDATION

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

5.13 CANCELLATION OF RFP

The University reserves the right to cancel the RFP when in the University's opinion, such cancellation is in the best interest of the University.

5.14 LITIGATION

To the best of its knowledge, the Contractor, its officers, directors, stockholders, agents, or employees are not subject to, or threatened by, any litigation or administrative proceeding before any court or administrative body that would have a material adverse effect on the Contractor's ability to perform under the contract.

5.15 CONFLICTS OF INTEREST

The Contractor, its officers, directors, stockholders, agents, or employees shall have no conflict of interest which impairs the Contractor's ability to fully perform the duties and responsibilities under the contract.

5.16 NEGOTIATIONS

If the University finds that it would be in the University's best interest to reduce or expand the scope of work, the successful Offeror may be required to enter into negotiation sessions for contract terms prior to entering into a formal contract.

5.17 CONFLICTS

This RFP, together with the successful offeror's proposal, shall become part of the terms and conditions of the resulting contract, provided that in the event of any conflict between the terms of this RFP and the proposal, this RFP shall control.

5.18 FEDERAL PROVISIONS

Since federal funds will be expended under this contract, the Contractor shall comply with the applicable provisions of the attached TERMS AND CONDITIONS APPLICABLE TO SUBCONTRACTS (UNDER FEDERAL GRANTS). If the total bid amount is equal to or in excess of \$25,000, the bidder must complete the CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (OPPRM FORM 94). If the total bid amount is equal to or in excess of \$100,000, the bidder must also complete the CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OPPRM FORM 133).

**TERMS AND CONDITIONS
APPLICABLE TO SUBCONTRACTS
(UNDER FEDERAL GRANTS)
(OCTOBER 2015)**

1. **ANTI-KICKBACK ACT (40 U.S.C. 3145).** For construction or repair projects in excess of \$2,000, the contractor/subcontractor/vendor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States).
2. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141-3148).** For construction projects in excess of \$2,000, the contractor/subcontractor/vendor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148), as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
3. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708).** For all projects in excess of \$100,000 that involve the employment of mechanics or laborers, the contractor/subcontractor/vendor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
4. **RIGHTS TO INVENTIONS.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2(a), and the contractor/subcontractor enters into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement", the contractor/subcontractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and implementing regulations issued by the awarding agency.
5. **ANTI-LOBBYING (31 U.S.C. 1352).** If this purchase is more than \$100,000, the contractor/subcontractor/vendor must certify that it will not or has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee or any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by the Byrd Anti-Lobbying Amendment (31 U.S.C.1352). The Contractor/subcontractor/vendor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
6. **DEBARMENT AND SUSPENSION.** In accordance with Executive Orders (EO) 12549 and 12689, "Debarment and Suspension," a purchase of more than \$35,000 must not be made from a contractor/subcontractor/vendor that is debarred, suspended, or proposed for debarment. For purchases of more than \$35,000, the contractor/subcontractor/vendor shall certify that it is or is not debarred, suspended, or proposed for debarment by the Federal Government or the UH shall check the System for Award Management (SAM) at <https://www.sam.gov/portal/SAM/#1>. Recipients shall fully comply with the requirements stipulated in Subpart C of 45 CFR 620, entitled "Responsibilities of Participants Regarding Transactions". The recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 45 CFR 620, entitled "Covered Transactions", includes a term or condition requiring compliance with Subpart C. The recipient is also responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transaction. The recipient acknowledges that failing to disclose the information required under 45 CFR 620.335 may result in the termination of the award, or pursuance of other available remedies, including suspension and debarment.

7. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
8. **CLEAN AIR ACT (42 U.S.C. 7401-7671q) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
9. **RIGHT TO AUDIT.** For all negotiated purchases of more than \$150,000, the contractor/subcontractor/vendor agrees that UH, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to and the right to examine any pertinent books, documents, papers and records of such contractor/subcontractor/vendor involving transactions related to this purchase.
10. **TRAFFICKING IN PERSONS.** For subawards (pursuant to 22 U.S.C. 7104(g)), the subrecipient shall comply with the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104), as implemented by 2 CFR 175.
11. **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT.** For first-tier subawards, the subrecipient shall comply with the Federal Funding Accountability and Transparency Act (FFATA or Transparency Act – P.L. 109-282, as amended by Section 6202(a) of P.L. 110-252).
12. **PROCUREMENT OF RECOVERED MATERIALS (2 CFR § 200.322).** All contractors/subcontractors/vendors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. All purchases of items designated in 40 CFR Part 247, which are in excess of \$10,000, must contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,
AND OTHER RESPONSIBILITY MATTERS (MAY 1989)**

The Offeror certifies, to the best of its knowledge and belief, that--

(a) The Offeror and/or any of its Principals--

(i) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(ii) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(iii) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (ii) above.

(iv) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

"Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to

contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Signature

Date

Title

Company

**CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO
INFLUENCE CERTAIN FEDERAL TRANSACTIONS**

(a) The offeror certifies to the best of his or her knowledge and believe that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) The language of this certification shall be included in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(b) Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such failure.

Signature

Date

Title

Company

**APPENDIX A
PROPOSAL LETTER
UNIVERSITY OF HAWAII**

We propose to furnish and deliver any and all of the deliverables and services named in the Request for Proposals (RFP) to Provide Billing Services for Student Loan Receivables, University of Hawaii, Honolulu, Hawaii, RFP No. 18-0201, for which prices shall be negotiated.

It is understood that this proposal constitutes an offer.

It is understood and agreed that we have read the University of Hawaii's specifications described in the RFP and that this proposal is made in accordance with the provisions of such specifications. By signing this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such specifications.

We agree, if awarded the contract, to deliver goods or services which meet or exceed the specifications.

Respectfully submitted,

Legal Name of Offeror

Date

Authorized Signature (original) (Typed Name)

Title

Street Address

Email Address

City, State, Zip Code

Telephone No.

Social Security OR Federal Tax Payer ID No.

Fax No.

Remittance Address (if different from street address)

Hawaii General Excise Tax License No.

City, State, Zip Code

Location of Offeror's Plant

Offeror is: ☐ Individual ☐ Partnership ☐ Corporation* ☐ Joint Venture

State of Incorporation: ☐ Hawaii ☐ Other:

Is Corporate Seal Available In Hawaii: ☐ Yes** ☐ No

* Attach to this page evidence of authority of the above officer to submit an offer on behalf of the corporation, giving also, the names and addresses of the other officers.

** If yes, affix corporate seal.

**APPENDIX B
PRICING SCHEDULE**

A. Monthly Service Fee	Monthly Loan Volume (Est.)	Rate	Total
Enrolled Loans	1,000		
Active Loans – Monthly Repayment	6,300		
Active Loans – Quarterly Repayment	1,300		
Closed Loans	42,800		
On-line Entrance Interviews	50		
On-line Exit Interviews	100		
Paper Exit Interview Packages	100		
Early Intervention Service	200		
NSLDS Reporting	5,300		
Credit Bureau Reporting	10,000		
On Line Internet Access	52,000		
Master File	1		
Tax Setoff	1		
Miscellaneous File	1		
On-line Reports	50		
CD-ROM Reports	50		
Customized Letters	10		
Banking Services (e.g., ACH and Daily Wire Transfers, Lock Box, etc.)	500		
Return Check Processing	10		
Document Imaging (Documents processed by Contractor)	500		
Document Imaging (Documents not processed by Contractor)	100		
TOTAL ESTIMATED MONTHLY COST OF CONTRACT			\$_____

- B. Offeror shall also provide pricing information, if any, for the following additional services:
1. Conversion
 2. Annual SSAE 16 Audit Report
 3. Annual TRA Reporting for Borrower and IRS
- C. **Contractor shall list below any other charges/discounts that might occur which have not been listed above. Please define clearly and estimate the volume. Any charges or services not addressed in this pricing schedule will not be allowed in the course of the contract unless the scope of services is expanded by the University.**

All fees and charges specified herein shall include all labor, materials, supplies, and equipment required for the student billing services specified herein, including but not limited to conversion, billing, status reporting, past due notices, borrower correspondence, monthly and annual reports, post office box, lock box, toll free numbers, on-line system, postage, banking, and applicable taxes.

APPENDIX C PROJECT NARRATIVE

Description of company, including the number of employees, years of experience providing billing services for college or university student loan receivables, affiliation with professional organizations, and a list of key company principals. Include short resumes of the trained personnel involved in the performance of this contract.

APPENDIX D
OFFEROR'S GENERAL SERVICES

Description of your ability to provide the General Services required by the University.
(Refer to Scope of Work, Section 2.2.A.)

APPENDIX E
OFFEROR'S BILLING SERVICES

Describe your ability to provide the Billing Services required by the University. Include samples of all bills and notices. (Refer to Scope of Work, Section 2.2.B.)

APPENDIX F
OFFEROR'S ON-LINE SERVICES

Describe your ability to provide On-Line Services required by the University.
(Refer to Scope of Work, Section 2.2.C.)

APPENDIX G
OFFEROR'S CASH COLLECTION SERVICES

Describe your ability to provide Cash Collection Services required by the University. (Refer to Scope of Work, Section 2.2.D.)

APPENDIX H OFFEROR'S SPECIAL SERVICES

Describe your ability to provide Special Services required by the University. (Refer to Scope of Work, Section 2.2.E.)

APPENDIX I OFFEROR'S REPORTS

Describe your ability to provide the Reports required by the University. (Refer to Scope of Work, Section 2.2.F.)

APPENDIX J
OFFEROR'S CLIENT SERVICES

Describe your ability to provide the Client Services required by the University. (Refer to Scope of Work, Section 2.2.G.)

APPENDIX K
OFFEROR'S CONVERSION SERVICES

Describe your ability to provide Conversion Services required by the University. (Refer to Scope of Work, Section 2.2.H.)

APPENDIX L OFFEROR'S TRAINING PROGRAMS

Describe your company's ability to provide the Training Programs required by the University.
(Refer to Scope of Work, Section 2.2.I.)

APPENDIX M
OFFEROR'S ANCILLARY SERVICES

Describe your ability to provide Ancillary Services as required by the University. (Refer to Scope of Work, Section 2.2.J.)

**APPENDIX N
REFERENCES**

Indicate below a listing of at least FIVE (5) references who can attest to the reliability of the Contractor's service and personnel. The University reserves the right to contact the references for additional information.

	<u>Client</u>	<u>Address</u>	<u>Person to Contact and Phone Number</u>
1.			
2.			
3.			
4.			
5.			