

THE UNIVERSITY OF NORTHERN IOWA

Cedar Falls, IA

&

The University of Iowa

Iowa City, IA

&

Iowa State University

Ames, IA

Request for Proposal (“RFP”) #Q9428

Request for Student Loan Billing Services

Procurement Services
University of Northern Iowa
103 Gilchrist Hall
Cedar Falls, IA 50614-0008
Email: molly.ungs@uni.edu

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Note: an electronic version of this Request for Proposal can be downloaded from:
<http://www.uni.edu/obo/purchasing/current-bid-solicitations>

RFP #Q9428

Section I

Proposal Instructions and Conditions

1.1 Purpose of RFP

The University of Northern Iowa and The University of Iowa and Iowa State University (also referred to as “Universities”) are interested in acquiring the services of a reputable and proven company with a demonstrated ability to provide services in an efficient, professional manner, complying with State and Federal regulations and Board of Regents policies. The Company will provide student loan billing services for certain Federal Title IV loan programs amongst other loans as needed.

1.2 Description of the University of Northern Iowa, the University of Iowa, and Iowa State University

The University of Northern Iowa, located in Cedar Falls, Iowa was founded in 1876. Today, the campus covers 940 acres and consists of five colleges: Business Administration; Education; Social and Behavioral Sciences; Humanities, Arts and Sciences; and Graduate College. Approximately 11,000 undergraduate and graduate students are currently enrolled. University of Northern Iowa’s approximate volume for services: a) in-school – 685 borrowers b) grace – 293 borrowers c) repayment – 2601 monthly, 4 quarterly (these numbers are not guaranteed).

The University of Iowa is a broad-based public university of international stature. The University has 30,000 students and is recognized for its academic achievement; leadership in research; and its teaching hospital, the University of Iowa Hospitals and Clinics. The University of Iowa carries out its academic mission primarily through its 12 colleges: the Colleges of Dentistry, Education, Engineering, Law, Liberal Arts and Sciences, Nursing, Pharmacy, and Public Health; University College; the Graduate College; the Henry B. Tippie College of Business; and the Roy J. and Lucille A. Carver College of Medicine. The University of Iowa has approximately \$31MM in loans outstanding including eight federal loan programs (Federal Perkins Loan Program, Primary Care, Health Professions, Nursing, Loans for Disadvantaged Students, Nurse Faculty) and 83 long-term and short-term Institutional Loan Programs.

Iowa State University is a public land grant institution with an enrollment of 33,000 students founded on the ideas of open higher education to all, teaching practical classes, and sharing knowledge far beyond campus. Iowa State University carries out these missions through its eight colleges: College of Agriculture and Life Sciences, College of Liberal Arts and Sciences, College of Engineering, College of Design, Ivey College of Business, College of Human Sciences, College of Veterinary Medicine and Graduate College with over 100 different majors. Iowa State University has over \$24 million in loans outstanding including three federal loan programs (Federal Perkins, Health Professionals, and Loan for Disadvantaged students), and over 30 active institutional loan programs.

1.3 RFP Contact/Representatives: All inquiries or requests for clarification or interpretation or to notify the Universities of errors or omissions relating to this Request must be directed to the DESIGNATED CAMPUS CONTACT:

Molly Ungs
Purchasing Agent
103 Gilchrist Hall
University of Northern Iowa
Cedar Falls, Iowa 50614-0008

Telephone (319)273-6448
molly.ungs@uni.edu

1.4 Proposal Submission

Proposals submitted must be comprehensive by including all products, services and costs necessary to meet the requirements of this request. Proposals must be received by Procurement Services, molly.ungs@uni.edu, 103 Gilchrist Hall, Cedar Falls, Iowa 50614-0008, by 3:00pm CST on February 26, 2020. Any proposal received after the time specified for the receipt of proposals may not be considered and may be returned unopened to the sender as non-responsive. Electronic responses must be submitted to molly.ungs@uni.edu.

1.5 Company Confirmation Each Company, by submitting a proposal, acknowledges its representatives have:

- 1.5.1 Read and completely understood the proposal documents contained in this RFP.
- 1.5.2 Based their proposal upon the requirements described in the proposed Contract Documents.
- 1.5.3 Caused the proposal to be signed by an authorized representative.

1.6 Receipt and Opening of Proposals

1.6.1 The Universities reserve the right to accept or reject any or all proposals and to waive any irregularities, technicalities, or informalities in proposals if such waiver does not substantially change the offer or provide an unfair competitive advantage to any Company. UNI reserves the right to request additional documents or proposal clarifications after the due date and time for proposal submission.

1.6.2 No proposals submitted by use of oral, telephonic, or facsimile methods, nor any modifications to previously submitted proposals made by any of these methods, will be considered. If a proposal is sent by mail, Company should make allowance for the time required for such transmission.

1.6.3 Company's legally authorized representative (Officer of Company) shall sign the proposal. The official name, address, telephone, fax number and email addresses are to be stated on the proposal form.

1.6.4 No responsibility will be attached to any person for premature opening of a proposal not properly identified.

1.6.5 The laws of the State of Iowa require the contents of all proposals be placed in the public domain and be open to inspection by interested parties. Proposals will be available for public viewing after a contract has been finalized with the awarded Company. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld, if clearly identified as such in the proposal unless disclosure is required by a court order. Proposals marked entirely confidential or proprietary may be rejected. Pricing information, management fees, financial arrangements, and other offers cannot be considered proprietary information.

Failure to list all proprietary sections of the submitted proposal in the space provided on the Form of Proposal, shall relieve the Universities' personnel from any responsibility, should such information be viewed by the public, a competitor, or in any way be released.

1.6.6 All opened proposals become the property of the Universities and will not be returned to the Company.

1.6.7 Prior to the date and time designated for receipt of proposals, proposals submitted early may be withdrawn only by written notice to the RFP representative. Such notice must be received by the representative prior to the designated date and time for receipt of proposals.

1.6.8 Prices and Terms shall remain firm for acceptance for ninety calendar days after the proposal submission date. No proposal may be modified or withdrawn during this 90-calendar days period.

1.6.9 All erasures or corrections are to be initialed by the person(s) signing the proposal.

1.6.10 Failure to comply with the requirements of this RFP or evidence of unfair bidding procedures may be cause for rejection of the proposal. Failure to supply information requested may also be cause for rejection of the RFP as being non-responsive.

1.7 Prerogatives of the Universities

This solicitation does not commit the Universities to award a contract or to pay any costs incurred in the preparation of a proposal and submission of proposals, costs incurred in making necessary studies for the preparation of proposals, or any travel or personnel expenses associated with trips to Universities. The Universities reserves the right to accept or reject any or all proposals received; to negotiate with any qualified respondent or respondents; or to cancel, in part or in its entirety, this RFP.

1.8 Short List Suppliers/Negotiations

Upon completion of proposal review, evaluation, and scoring, Universities reserve the right to identify a shortlist of suppliers who will best serve their University. This group of suppliers may be asked to give an onsite presentation to the Universities RFP evaluation committee and other representatives. The Universities reserves the right to conduct negotiations/multiple rounds of negotiations until the Universities reach satisfaction that a competitive and mutually beneficial contract can be awarded to the most responsive Supplier(s). During these negotiations, Universities reserves the right to accept revisions of proposals and negotiate price. Negotiations will be structured to safeguard information and ensure that all Suppliers in the competitive range are treated fairly.

1.9 Addenda

Any and all interpretations, corrections, revisions, and amendments shall be issued by UNI Procurement Services to all known holders of proposed Contract Documents in the form of written addenda. Except for addenda modifying the proposal due date or canceling the Request for Proposal, such addenda shall be issued so as to be received at least three (3) days prior to the time set for receipt of proposals. All addenda so issued shall become part of the Contract Documents and shall be acknowledged in the Form of Proposal.

1.10 Qualification of Company

1.10.1 The Universities shall make such investigations as deemed necessary to determine the ability of Company to provide the expected services.

1.10.2 The Universities reserve the right to reject any proposal if the evidence submitted by, or investigation of, such Company fails to satisfy Universities, or that said Company is not properly qualified to carry out the obligations specified herein.

1.10.3 The Universities reserve the right to award based on the proposal(s) determined to be in its best

interest.

1.10.4 Company must be licensed to do business in the State of Iowa and comply with all applicable laws and provisions.

1.10.5 Company shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of all federal, state, and local governments in which work under this contract is performed. Company shall pay any sales, use, personal property and other taxes arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction, or the equipment or services delivered pursuant hereto shall be the responsibility of Company.

1.11 Exceptions to Contract Documents

Company shall clearly state in the submitted proposal any exceptions to, or deviations from, the Scope of Work in Section III, and any exceptions to the provisions, terms, and conditions of this RFP included in Section I and Terms and Conditions of the Contract in Section II and the attached Regents Universities Terms and Conditions. Such exceptions or deviations will be considered in evaluating the proposals. Any exceptions should be noted on Attachment A and returned with the submitted proposal. Companies are cautioned that exceptions taken to this RFP may cause their proposal to be rejected at the sole discretion of UNI.

1.12 Preference Laws

The Universities will give preference to purchasing from Iowa based businesses if the proposals submitted are comparable in pricing and their ability to meet all other criteria is comparable.

1.13 Gratuities

The laws of the State of Iowa provide that it is a criminal offense to offer, promise, or give anything of value or benefit to a state employee with the intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duties.

1.14 Availability of Contract to Other Entities

All other agencies of the State of Iowa, Independent Purchasing Authorities and all political subdivisions of the State of Iowa may make purchases pursuant to the Base Contract and/or Ancillary Contracts. A Buyer may include additional contractual requirements and the Company agrees to be bound by the additional requirements if it accepts the Purchase Instrument.

1.15 Copyrights

By submitting a bid proposal, the Company agrees that the University may copy the bid proposal for purposes of facilitating the evaluation of the bid proposal or to respond to requests for public records. The Company consents to such copying by submitting a bid proposal and warrants that such copying will not violate the rights of any third party.

1.16 Proposal Evaluation

The Universities will select a Company on the basis of proposals received in response to this RFP and any other information the Universities acquires regarding a company's ability to perform. The Universities will evaluate proposals and may select one or more companies based on responses to this RFP. All proposals submitted in response to this RFP will be reviewed for responsiveness by the purchasing agent prior to referral to the evaluation committee. A committee will then evaluate all responsive proposals in accordance with the criteria described below.

The contract will be awarded to the Company(ies) whose overall offer is deemed to be the most advantageous to the Universities as determined by the evaluation committee. In preparing responses, offerors should describe in great detail how they propose to meet the scope of work/specifications detailed in this RFP. Significant consideration will be given to estimated cost, but price will not be the sole determining factor.

The Evaluation Criteria utilized for this Request for Proposal will be based upon, but not limited to, the following criteria, listed in no particular order:

- 1.16.1 Fees
- 1.16.2 Company experience on similar projects at schools of similar size as determined by Universities and Support
- 1.16.3 Quality of web-based technology
- 1.16.4 References
- 1.16.5 Quality of post proposal web presentation if applicable
- 1.16.6 Ability to meet the Universities' needs
- 1.16.7 Processes and Service
- 1.16.8 Reporting and Security

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Section II
Terms and Conditions of the Contract

The following terms and conditions will apply to any contractual agreement awarded as a result of this RFP.
Since this RFP is for the State of Iowa Regent Universities, the attached document titled “Regents Universities Terms and Conditions” will supersede any conflicting term stated throughout this document.

2.1 Terms

2.1.1 University/Universities

The University is the University of Northern Iowa the University of Iowa, and Iowa State University. The term University/Universities means the University or the Universities authorized representative.

2.1.2 Company

The Company is the person or organization proposing or offering to contract for goods or services. The term Company means the Company or the Company's authorized representative. The Company may also be referred to as the Supplier. This RFP may be awarded to multiple Companies - therefore, ‘Companies’ may also be referred to as Company.

2.1.3 The Product

The Product comprises of the goods and/or services required by the Company to fulfill the needs of this RFP.

2.1.4 The Agreement

The Agreement refers to the contractual agreement between Universities and the awarded Company, detailed in the Contract Documents and signed by both parties, and incorporating the RFP and Company’s response by reference. The Agreement may be referred to as “Contract” or “Agreement”.

2.1.5 Contract Documents

The Contract Documents shall consist of this RFP (Proposal Instructions and Conditions, Terms and Conditions of the Contract, Scope of Work/Specifications, Proposal Content, Form of Proposal, and all attachments), any subsequent Addenda Issued by the Universities, Company's response to this RFP, and any contractual agreement that results from this RFP.

2.2 Non-appropriation of Funds

Notwithstanding other provisions of any award resulting from this RFP, if funds anticipated for the fulfillment of this agreement are at any time not forthcoming or insufficient, either through the failure of the Iowa Legislature or the federal government to provide funds or the program under which funds were provided is altered, then Universities shall have the right to terminate this agreement without penalty by giving not less than thirty (30) days written notice documenting the lack of funding or program change.

2.3 Immunity from Liability

Every person who is a party to this Agreement is hereby notified and agrees that Universities, and its agents, successors, and assigns are immune from liability and suit for or from Company's activities involving third parties and arising from this Agreement.

2.4 Indemnification

To the fullest extent permitted by law, Company shall defend, indemnify, and hold harmless UNI, its agents, successors, and assigns, the Board of Regents, State of Iowa, and the State of Iowa from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance and compliance with the terms and obligations of the Agreement, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of Company, its subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person.

In any and all claims against UNI, its agents, successors, and assigns, the Board of Regents, State of Iowa, and the State of Iowa by any employee of Company, and subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any definition or boundary on the amount or type of damages, compensation or benefits payable by or for Company or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

2.5 Code of Fair Practice

The Company shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, sexual orientation, age, disability, veteran status, or any other basis where protected by law, except where it relates to a bona fide occupational qualification. In the event of the Company's noncompliance with this clause or with any related federal or state regulations, this contract may be canceled, terminated or suspended in whole or in part and the Company may be declared ineligible for further contracts with the Board of Regents, State of Iowa.

2.6 Subcontractors

Company is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Agreement must be approved in advance, in writing, and be acceptable to Universities. The Company is responsible for all acts of its subcontractors, as well as, the subcontractors' performance of delegated duties. Company shall be solely responsible for payment to all subcontractors or secondary suppliers that the Company may engage for the completion of any contractual agreement with Universities.

2.7 Insurance

Company shall obtain and maintain the minimum insurance coverages set forth below. By requiring such minimum insurance, UNI shall not be deemed or construed to have assessed the risk that may be applicable to the Company arising from the Company's business operation. The Company shall assess its own risk and if it deems appropriate, maintain higher limits and/or broader coverages. The Company is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Minimum insurance coverages and requirements are as follows:

Commercial General Liability

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

Umbrella Liability

\$1,000,000 Each Occurrence

\$1,000,000 General Aggregate

Professional Liability (Errors and Omissions)

\$1,000,000 Each Occurrence

\$1,000,000 General Aggregate

The State of Iowa, the University of Northern Iowa, and the Board of Regents, State of Iowa, shall be named on the Commercial General Liability, and Umbrella Liability policies as additional insureds. Failure to maintain insurance coverage throughout the life of any resulting contract, consistent with the provisions of this Section, shall be considered a breach of contract. As evidence of the above, the Company will submit certificates of insurance on an annual basis. The certificates shall also provide that should the policy be cancelled or materially changed, thirty (30) day written notice prior to the effective date for the change or cancellation, shall be given directly to UNI.

Company agrees to waive all rights of subrogation against UNI, the State of Iowa, the Board of Regents, State of Iowa, the Regent institutions, their employees and agents for any claim filed against Company or other firms associated with the Agreement.

2.8 Amendments to the Agreement

When awarded, the Agreement shall not be changed, modified, altered, or amended in any respect without the mutual consent of the parties hereto, which consent shall be evidenced by a written amendment to the Agreement executed by both parties.

2.9 Laws

Terms and provisions of this Agreement shall be construed in accordance with the laws of the State of Iowa, and any and all litigation or actions commenced in connection with this Agreement shall be instituted in the appropriate courts in the State of Iowa.

2.10 Assignment

The award of this RFP may not be assigned, transferred, sold or subcontracted by Company without the prior written consent of Universities. Should selected Company be purchased (in whole or in part) by another organization or should Company wish to assign, transfer, or subcontract the Agreement to another Company, UNI shall have the right to terminate the Agreement upon written notification, without penalty to UNI.

2.11 Taxes

The Universities are exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Company's employees' wages. The Universities are exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request.

2.12 Access to Company Records/Audits

The Company agrees to keep and provide full access to all records that pertain to the Universities throughout the period that the Agreement remains in effect and for a minimum of seven (7) years after the Agreement is terminated, unless required to retain for a longer period by state or federal statute. The Universities reserve the

right to audit such records and employ the Auditor of the State of Iowa or any other auditor the Universities deems appropriate to perform an audit of Company records. Should such audit disclose incorrect billings or improprieties, the Universities reserve the right to charge Company for the cost of the audit and pursue appropriate reimbursement.

2.13 Severability of the Agreement

In the event any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, but shall be construed as if such invalid, illegal, or unenforceable provision had never been contained. Further, in the event that any provision shall be held to be unenforceable by virtue of its scope, but may be made enforceable by a limitation thereof, such provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the laws of the jurisdiction in which enforcement is sought.

2.14 Open Competition

2.14.1 **Where, in these contract documents, reference is made to materials, trade names, catalog numbers or articles of a certain manufacture, it is done for the purpose of establishing a basis of comparative quality, type or style and not for the purpose of limiting competition.** It shall be understood that such method of description is not intended to exclude other items, processes, similar designs, or kinds of materials, but is intended merely as a means of establishing a standard of comparison. Other manufacturing processes may be used, if, in the opinion of UNI, they are acceptable in serviceability, durability, quality, functional capabilities and design.

2.14.2 The Universities reserves the right to reject any substitute article or material, and/or the associated bid which, in Universities' opinion, does not meet the standard of quality established by such a reference in the contract documents.

2.14.3 Companies offering other than the items specified shall submit, with their bid, catalog cuts, brochures, and detailed specifications covering the items on which they are bidding. **Any deviation from the contract documents contained in this bid shall be noted by the company on the Bid Compliance Form. (See Attachment A.)**

2.14.4 The company is expected to fully comply with the Contract Documents in this bid solicitation. In the event the Company's materials or equipment do not conform, and those deviations have not been stated on Attachment A, the company will be responsible for furnishing materials and equipment, which fully conform at no change in their bid price.

2.15 Guarantee-

In filling this order, Company warrants and guarantees to Universities that the articles are in compliance with sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug and Cosmetic Act; the Consumer Product Safety Act; the Federal Insecticide, Fungicide and Rodenticide Act; the Federal Hazards and Substance Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; and the Federal Anti-Kickback Enforcement Act; Debarment and Suspension policies (E.O.s 1249 and 12689); Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333); Rights to Inventions Made Under a Contract or Agreement in accordance with 37 CFR part 401; Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as

amended; Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7); Buy American Act, Copeland “Anti-Kickback” Act (18U.S.C. 874 and 40 U.S.C. 276c); Equal Employment Opportunity; Section 503 of the Rehabilitation Act of 1973, as amended (29U.S.C. 793); Vietnam-era Veterans’ Readjustment Assistance Act of 1974, as amended (VEVRAA), (38 U.S.C. 4212).

2.16 Export Control-

Company acknowledges that a foreign national(s) may use the device/technology/and or data you propose, at the Universities. Company shall comply with all U.S. export controls laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this Agreement. In the absence of available license exemptions/exceptions, Company shall be responsible for obtaining the appropriate licenses or other authorizations, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance. Company shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions. Company shall be responsible for obtaining the appropriate licenses or other authorizations, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance. Company shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions. Prior to disclosing or transferring to University any hardware, technical data, software or product utilizing any such data, which is subject to export controls under federal law, Company shall notify the University in writing of the nature and extent of the export control. The University shall have the right to decline any such technical data or product utilizing such data. In the event Company sends any such technical data or product that is subject to export control, without notice of the applicability of such export control, the University has the right to immediately terminate the Agreement.

2.17 Energy Star Purchases-

Whenever possible, Universities will purchase equipment that is rated energy efficient by this joint program of the U.S. Environmental Protection Agency and the U.S. Department of Energy.

2.18 Hazardous Material-

All packaging, transportation and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29 CFR 1910.1200, and Iowa Administrative Code.

2.19 Clean Air and Water Certification –

Company certifies by filling this order that its facility is not on the Environmental Protection Agency (EPA) List of Violating Facilities. Company will immediately notify University Procurement Services of the receipt of any communication indicating that any company’s facilities are under consideration to be listed on the EPA List of Violating Facilities.

2.20 Federal Subcontract –

If this agreement constitutes a sub agreement under a prime contract with a federal agency, the terms and conditions of the prime contract shall prevail.

2.21 Conflict of Interest –

Should Company be a State of Iowa official, a paid employee of the University or any other State of Iowa agency, a member of the General Assembly or a legislative employee, Company will be considered a ‘conflict of interest vendor.’ In addition, should any individual who is a paid employee of the University or

State of Iowa Agency be a partner in Company's firm or receive consulting payments, a conflict of interest exists. Whenever Company represents a conflict of interest or whenever there is a disclosure of indication of a conflict of interest, Company must have approval by the University prior to bidding on the RFP.

2.22 Code of Conduct –

University of Northern Iowa is committed to socially and environmentally responsible purchasing consistent with the values in our strategic plan. The University of Northern Iowa expects high quality in the products, services and business practices of all of its business partners. This commitment enjoys broad support on campus.

2.23 Most Favored Nation –

Company represents that the terms, conditions and prices established under the Contract Documents are equal to or better than those offered to other comparable colleges, universities or public institutions. If during the term of the Contract, Company offers more favorable terms, conditions or prices to another institution, comparable universities, colleges, Company agrees to notify the University. The Contract shall be amended to reflect the more favorable terms, conditions or prices.

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Section III
Scope of Work

Bid related questions must be submitted in writing (via email) by February 14, 2020 at 3pm CST. Questions will be answered and posted as an addendum by February 18, 2020 5pm CST. Questions must be submitted to the designated contact – molly.ungs@uni.edu

3.1 Statement of Needs (Scope of Work)- The Universities seeks to contract with a company experienced in servicing student loan programs to provide a full service support system for the following programs: Federal Perkins Loan Program, Primary Care, Health Professions, Nursing, Loans for Disadvantaged Students, Nurse Faculty and long-term and short-term Institutional Loan Programs. The services provided shall be in full compliance with regulations and guidelines established by the US Department of Education and Department of Health and Human Services; the Federal Trade Commission; and all other applicable federal, state and institutional regulations and guidelines and to protect the integrity of the data. The Company will provide the following services for all loans: maintaining contact with borrower, processing deferments and adjustments to borrower's accounts, monthly billing and communications to borrowers, payment processing, loan reporting and training for university staff. Additionally, the Company will furnish all labor, technology, computer equipment, and any supplies that are needed.

3.2 General Expectations of the Company -

3.2.1 Company shall have on staff a representative to assist clients with regulatory questions.

3.2.2 All phases of the service shall be in full compliance with every established State and Federal regulation as it relates to the servicing of federally guaranteed loan programs.

3.2.3 Company shall perform account maintenance including but not limited to: billing, cash collection and reporting as is required under Federal and State regulation.

3.2.4 Company shall transmit to the U.S. Department of Education information required for proper reporting of student loans to the National Student Loan Data System (NSLDS). The Company will also be responsible with correcting data exception and errors as reported by NSLDS.

3.2.5 Company should have the capability of accepting and interpreting electronic files via Secure File Transfer Protocol (SFTP). Company shall provide a master file via SFTP. The Universities and Company shall mutually agree on the file format, timing of file transmission and the specific information to be included.

3.2.6 Company shall provide at no cost to the Universities an independent audit report annually. Annual audits shall be conducted in accordance with generally accepted auditing standards and applicable U.S. Department of Education rules and regulations, including but not limited to the final regulations governing third party servicer's and additional accountability requirements effective July 1, 1994 (Federal Register Vol. 59, No. 82 from the Department of Education).

3.2.7 Company must use the respective University generated ID number in the borrower record to be used for debtor correspondence, account query and institution communications.

3.2.8 Provide a technical description of your application architecture.

3.2.9 Describe how your company, development practices, and product support a commitment to accessibility.

3.2.10 Describe your system's Section 508 and W3C Web Content Accessibility Guideline 2.0 (WCAG 2.0) compliance.

3.2.11 Describe your automated and/or manual accessibility testing processes, and provide documentation from those tests. Include any VPAT, results of accessibility tests, links to web information, or other documentation that is relevant.

3.2.12 Share any product roadmap for maintaining and improving accessibility, and any plan for addressing accessibility issues that may arise after purchase.

3.3 Loan Servicing & Collection Activity Expectations

3.3.1 Company will provide a customizable exit interview solution which includes repayment schedule and disclosure statement with the option to sign electronically or print a paper copy.

3.3.2 Company will create a monthly electronic bill for each borrower. Access will be provided for both university staff and borrower to view online.

3.3.3 Company will have the ability to generate consolidated statements for borrowers with multiple types of loans, with a complete summary of each loan and cumulative total. The ability to provide special messages on the statements is required. Indicate the numbers of text lines available and the number of characters for each.

3.3.4 Company must have the ability to provide borrowers with either coupon payment books, electronic debiting of bank account, or regular billing statement and/or a combination of the three.

3.3.5 Company will make necessary adjustments for NSF checks, rejected ACH debits and adjust incorrect transactions, which includes researching missing or misapplied payments at no additional cost to the University. The Company shall not pass through any fees to the University that are not able to be assessed to the borrower; including, but not limited to, NSF fees and/or returned payment fees.

3.3.6 Company should be able to process payments of borrowers who opt to pay in advance. Borrower may elect to pay next installment in advance, with current installment, or make an additional payment to be applied to loan principal.

3.3.7 Company shall provide web access, toll free telephone numbers and electronic mail to both the school and the borrowers. Toll free numbers and e-mail addresses are to be displayed on billing statements, due diligence, notices, Internet site, and all other borrower correspondence.

3.3.8 Company shall handle/respond to all incoming phone calls from borrowers and University within 48 hours.

3.3.9 Company will document calls (incoming & outgoing) and maintain correspondence in a manner that complies with federal regulations for record management.

3.3.10 Company's system must have the ability to store up to 99 names and address changes per borrower. In addition, Company must have the capability of storing up to 99 references per borrower. This information should be readily accessible.

3.3.11 Company's system shall have the ability to accept at least two telephone numbers, as well as a minimum of two email addresses for each borrower.

3.3.12 Company shall use the U.S. Postal Services "Address Correction Requested". The company's system should automatically include the "plus four" digits for all domestic zip code addresses.

3.3.13 Company must be able to process all correspondence which may include but not be limited to, change of address requests, deferment, postponement, forbearance, loan verification, consolidation requests and cancellation forms.

3.3.14 Company must provide a free, automatic email notification to borrowers when an electronic payment, and/or address change is processed.

3.3.15 Company must provide a free, automatic email notification to borrowers when a payment has not been received by the required due date.

3.3.16 Company must have the ability to list, track, and display all the applicable entitlements allowed by borrower and by loan per Federal Regulations and/or Universities policy. This information should include the maximum number of months allowed, actual number of months used, and actual number of months remaining. Additionally, Company must have the ability to automatically stop the processing of any entitlements for which the borrower has already received maximum amount of time allowed.

- 3.3.17 Company must provide the Low Income School directory for a minimum of 5 years to facilitate automation and ease of processing Teaching cancellations. In addition, your system must notate the school name, county name, state and year for instant access.
- 3.3.18 Company system will contain the DOE's OPEID database to facilitate automation and ease for processing manual in-school deferments. In addition, your system must notate the school name an OPEID number within Transaction History for instant access.
- 3.3.19 Company must provide complete end to end services to manage loan consolidations in accordance with the new process as of January 2014 involving the four Direct Loan Servicers.
- 3.3.20 Company must also state its performance standards for borrower services, including payment posting, telephone answer rates, correspondence and forms processing.
- 3.3.21 Company shall digitally image in a format accessible to the University all deferment, postponement and cancellation forms and all correspondence with University borrowers.
- 3.3.22 Company must post borrower payments to accounts within 24 hours of receipt at the lockbox into a fiduciary trust bank account, which is set up only for receipt of borrower payments. Provide a copy of the fiduciary trust agreement.
- 3.3.23 Company must provide a means to monitor bankruptcy accounts via public records to ensure borrowers who have filed for bankruptcy are properly coded and removed from billing, while borrowers whose bankruptcy cases have been dismissed, discharged, etc. are placed back into billing.
- 3.3.24 Company must provide an automated electronic disclosure process.
- 3.3.25 Company must be able to "archive" zero-balance accounts. However, instant access to all archived and all information associated with an account must be provided.
- 3.3.26 Company must produce and provide IRS form 1098E to borrowers that meet the requirements of the Taxpayer Relief Act of 1997. In addition, company will provide an electronic means for borrowers to access the 1098E. Company will also be responsible for proper reporting to the IRS each year.
- 3.3.27 Collection screens providing all information needed for collection work.
- 3.3.28 Auto placement of delinquent accounts to a collection agency.
- 3.3.29 Identify on collection screens all accounts that are in the cohort population (both current and next years).
- 3.3.30 Automatically track all collection letters sent via the system, as well as all comments and actions taken by collection staff, including date, time, action taken, and by whom.
- 3.3.31 Administer rehabilitation to Federal Perkins, as we see fit, billing the arranged amount during the 9-month schedule, plus clearing past credit history and resuming payment agreement upon completion.
- 3.3.32 Provide automatic placement and recall of accounts with multiple collection agencies through electronic means and provide on-line, real-time updates.
- 3.3.33 Provide ability to manually place and recall accounts with multiple collection agencies on-line, real-time.
- 3.3.34 Provide ability to prevent an account from being automatically placed with collection agencies.
- 3.3.35 Automatic calculation of external collection fees using the fee on fee method, and displaying that estimated amount on-line, real-time.
- 3.3.36 Provide the University with the option to assess or waive, either in whole or in part, collection costs, late charges or penalty charges automatically or manually.
- 3.3.37 Provide automatic production process of internal due-diligence collection letters.
- 3.3.38 Ability to interface with MS Word software to allow mail merge of demographics and data into staff created notices.
- 3.3.39 Automatic re-negotiation of delinquent accounts generating & printing new repayment agreements.
- 3.3.40 Track accounts with collectors and provide notification when action needed at predetermined intervals.
- 3.3.41 Provide ability to view all accounts on-line that are assigned to a select internal or external collector.
- 3.3.42 Track payment arrangements and automatically identify defaults, returning automatically to original schedule.

- 3.3.43 Automatic removal of Internal Collector if brought current, except in designated situations.
- 3.3.44 Provide ability to automatically print out all needed information for manual multiple collection agency placement.
- 3.3.45 Ability to create and maintain form letters, including exit interview documents and "Paid In Full" notices, that print automatically per system parameters, as well as on demand, while including data elements from the system, inserted within the text as we determine.
- 3.3.46 Allow ability to leave tickler message that will appear on the chosen date.
- 3.3.47 Automatic completion and printing of Federal Perkins 553 forms for assignments.
- 3.3.48 Ability to send electronic file to US DOE to facilitate generation of DRAP letter.
- 3.3.49 Company will place accounts with collection agencies (as provided by the University) and mark/flag the accounts for the appropriate agencies. Company will provide online access for said collection agencies to University data held at Company.
- 3.3.50 Company must provide a process for assigning accounts for both uncollectable and permanent disabilities approved by the University, to the Department of Education (DOE) in compliance with procedures approved by the DOE.
- 3.3.51 Company will maintain accurate collection history (calls and letters) in compliance with federal regulation accessible to University staff.

3.4 Cash Collection Services

- 3.4.1 Preference will be given to a Company with the ability to accept credit cards as a method of borrower payment online. In addition, Company will provide an option to pass any applicable charges associated with the acceptance of credit cards on to the borrower.
- 3.4.2 Funds received from borrowers must be transferred weekly to a bank account selected by the University, using the Automated Clearing House (ACH). All interest accrued shall be the property of the University and clearly detailed in all transmissions. The University will not be restricted as to the bank account that is used for daily deposits.
- 3.4.3 Company shall adjust borrower accounts for returned (NSF) checks and electronic payments. Company shall communicate with borrowers regarding their returned checks and request replacement payments. No charges should be added to the University's bill for services rendered by the Company. The Company agrees to absorb any and all NSF related costs that they are not willing to pass through to the borrower.
- 3.4.4 Company shall have the ability to automatically prorate borrower payments across multiple programs and loan types as prescribed by regulation.
- 3.4.5 Company shall track and instantly display both the Deposit Amount and the Amount prorated towards each individual loan when payments are applied to the system for multiple loans.
- 3.4.6 Company shall have the ability to apply payments to collection costs, penalty and late fees before applying to interest and principal as prescribed by regulation.
- 3.4.7 Company shall discuss its payment processing including payment application by Company and University and lockbox processing, which should include but not be limited to the Company's ability to supply a daily cash reconciliation report to the University.
- 3.4.8 Company must allow borrowers to schedule recurring ACH payments as well as one-time ACH payments.
- 3.4.9 Control procedures must be in place to ensure the integrity of the loans as transactions are processed. Comment on the procedures for collecting, posting and reconciling payments.
- 3.4.10 Allow for manual adjustment of aging or automatic aging adjustment should payment processing be selected and borrower has returned check. Also, automatic assessment of returned check fee if option selected.
- 3.4.11 Calculate interest accrual daily or monthly by loan.
- 3.4.12 Must automatically and on demand recalculate interest of "non-compliant" Primary Care Loans from beginning date of non-compliance.

3.4.13 All reports should be available for viewing on-line immediately following the weekend or month-end.

3.5 On-Line Services

3.5.1 Company must provide an on-line, “real-time” system allowing the University staff and its contractors secure access to perform most transactions. Additionally, company website must provide state of the art website for our borrowers to access account information. The following inquiry and updating capabilities are required:

3.5.2 Access by social security number, University assigned ID number, previous name and by partial name, any part of address, account balance due, or total payment received.

3.5.3 A complete history of the activity of each account in chronological order.

3.5.4 A hierarchy of security access to their administrative system.

3.5.5 System access should be available 24 hours a day, seven days a week unless outages are scheduled and communicated in advance.

3.5.6 Ability to transmit the following types of updates on-line:

3.5.6.1 New loans/loan advances

3.5.6.2 Separation Date Changes

3.5.6.3 Repayment schedule requests

3.5.6.4 General file maintenance, cancellations & deferments

3.5.6.5 Payment posting

3.5.6.6 Renegotiated payment arrangements/forbearance

3.5.6.7 NSLDS updates, errors and exceptions

3.5.6.8 E-Oscar and Credit Bureau reporting

3.5.6.9 Holds on transcripts based on delinquency or unsigned exits

3.5.6.10 State Tax Offset files

3.5.6.11 Demographic information files for campus database updates

3.5.7 All interfaces coming from Company’s system must be provided in University file layout and formats due to limited internal IT staff resources.

3.5.7.1 Describe your systems integration strategies. List any predefined interface that your system provides.

3.5.7.2 Describe the file and web service-based data import and export methods available.

3.5.7.3 Provide ability to interface with the University’s operational systems and other web-based systems to provide updated borrowers’ information.

3.5.7.4 Provide ability to interface with the University’s operational systems and online web-based Accounts Receivable System to apply financial holds at 1 day past due, and to remove financial holds once an account becomes current.

3.5.7.5 Provide ability to interface with the University’s operational systems to transfer all loan advances and adjustments to account at least daily.

3.5.7.6 Automatic Accounting Feed: Provide ability to interface with the University’s accounting system creating the credits and debits automatically, with appropriate account strings and options to interface daily or weekly.

3.5.7.7 Company shall have the capability of accepting and interpreting electronic files provided by the University. The University and Company shall mutually agree on the format and the specific information to be included on each file.

3.5.8 All reports must be made available for viewing on-line immediately following month-end. All reports must be available on-line for five years.

3.5.9 Company shall allow on-line access for Collection Agencies contracting with the University to ensure access to the most current loan data.

3.5.10 Company will provide an option for adhoc reporting.

- 3.5.11 Ability for borrowers to provide the updates and retrieve information online:
 - 3.5.11.1 Demographic information
 - 3.5.11.2 Release of Information data and consent
 - 3.5.11.3 Make an online payment via ACH or Credit Card.
 - 3.5.11.4 Sign up for recurring ACH payments
 - 3.5.11.5 Update banking information
 - 3.5.11.6 Retrieve electronic billings
 - 3.5.11.7 Balance information
 - 3.5.11.8 Required disclosure statements
 - 3.5.11.9 Download and complete deferments, forbearance, cancellation, and any other loan program forms
- 3.5.12 Universities Website functionality must include the following abilities:
 - 3.5.12.1 View Borrowers Website in same format as borrower views it
 - 3.5.12.2 Review direct payment transaction history
 - 3.5.12.3 Retrieve copies of monthly billing statements
 - 3.5.12.4 View electronic copies of any 1098E forms
 - 3.5.12.5 Review all signed, unsigned, and/or canceled exit interviews
 - 3.5.12.6 View disclosure statements
 - 3.5.12.7 Access to online user guides
 - 3.5.12.8 Access to all scanned documents, such as: entitlement forms, ach forms, misc. borrower correspondence, etc.
 - 3.5.12.9 Access to download your most recent SAS-70
 - 3.4.12.10 University ID number and social security number changes
 - 3.4.12.11 Judgement dates
- 3.5.13 Both Universities and Borrower websites must provide the ability to communicate with Company's customer service representatives via live, secure, instant messaging technology.
- 3.5.14 Universities, borrowers, and appropriate third-parties must be able to have internet access of Electronic short-term (emergency) loan process, if selected.

3.6 Special Requirements

- 3.6.1 Company must contain a fully integrated Collections Module which allows for automatic and manual placements with University contracted collection agencies.
- 3.6.2 Company shall have the capability to electronically interface with at least four collection agencies, i.e. notification to agencies of new placements must be reported within 24 hours of placement and payments received by Company for placed accounts should be reported weekly. Company shall provide success rate reports by agency monthly.
- 3.6.3 Company shall provide the University with the option to assess other costs and charges automatically or manually.
- 3.6.4 Company shall have the ability to identify loans placed with collection agencies or internal collectors.
- 3.6.5 Company 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 five years.
- 3.6.6 The University reserves the right to audit or cause to be audited the selected Company's books and accounts with the University at any time during the term of this agreement and for five years thereafter.
- 3.6.7 Company's system shall have the capability to administer privately funded loans (Institutional loans) according to criteria established by the University. Specifically, the system should allow the University to set up its own parameters for the timing of due diligence contacts, and to customize the text of each due diligence notice.

- 3.6.8 Company must provide a dedicated customer service representative to assist the University in its day to day needs. Company representative will be required to meeting with the University annually to discuss changes and updates.
- 3.6.9 Company should provide an integrated document writer that allows University staff to create customizable letters and notices on demand.
- 3.6.10 Company must have the ability to track all communications sent via the system, as well as all comments and/or actions taken by university staff.
- 3.6.11 Company's system must accrue interest on a monthly basis.
- 3.6.12 Company should have the ability to capitalize amounts (usually interest and costs) resulting from judgments.
- 3.6.13 Company's system must have the capability to provide for and monitor special billing features and rehabilitation agreements.
- 3.6.14 Company shall report accounts to the four national credit bureau organizations as required by federal regulation.
- 3.6.15 Company will comply with updates and changes made to the Federal and Institutional loan programs, including but not limited to system updates, report changes and training.
- 3.6.16 Company will be required to submit a SOC 1 report using the SSAE-18 standards.
- 3.6.17 Company system shall automatically reprocess prior activity on the account when posting backdated activity. This includes items such as cancellations, payments, deferments and special payment arrangements.
- 3.6.18 University should have the ability to administer Institution funded loans (University loans) according to criteria established by the University. Specifically, the system should allow the University to set up its own parameters for the timing of due diligence contacts, variable interest rates and to customize the text of each due diligence notice.
- 3.6.19 Company must report all loans monthly to all national credit bureaus, using the Metro 2 format.
- 3.6.20 Track 'other costs' individually, such as legal fees, returned check charges, internal and/or external collection costs.
- 3.6.21 Provide ability to interface with University imaging systems.
- 3.6.22 System must be capable of automatically writing off debit and credit balances as allowed by regulation.
- 3.6.23 Ability to handle variable interest rates on-loans, real-time, allowing online changes of rate and recalculating payment schedules.
- 3.6.24 Ability to add non-loan debt types to system, therefore allowing the billing and handling of those debts as prescribed.

3.7 Reports- The Company's system should have the capability to offer pre-existing, AdHoc and Custom Reporting in multiple formats with the following options:

- 3.7.1 Consolidate the printing of loans from several loan programs in a single report, while maintaining the identity of each loan.
- 3.7.2 Selection of media for each report, including the capability to view any report on a screen, using the Company's on-line service.
- 3.7.3 Electronic transmission of reports or report data via internet downloads or SFTP. An annual comprehensive cumulative report in a format retrievable by the University at no charge to the University.
- 3.7.4 All reports must be downloadable in the following formats: Excel, Word, PDF, or text.
- 3.7.5 Selection of the sort sequence for each report, usually numeric or alphabetical. However, the University may wish to have other sort options on some reports, such as dates or level of delinquency.
- 3.7.6 Selection of multiple sorts for the same report.
- 3.7.7 Selection of the number of copies of each report.
- 3.7.8 Selection of the production frequency for each report, i.e. daily, weekly, monthly, quarterly, semi-annually, annually, or on demand.

3.7.9 Generating reports by group of loans assigned to each University collector, using an alphabetical range based on borrower's last name, or a numerical range based on borrower's account number.

3.7.10 Company should provide an inventory list of reports available to the University either through the internet or with any monthly correspondence.

3.7.11 Company should provide the University with the option to receive any of the following reports, and should provide the option to tailor the report package to its needs. The pricing section should address the cost of receiving reports by form indicated as optional.

3.7.12 The University should receive (but not be limited to) the following types of reports:

3.7.12.1 Accounting/Reconciliation Reports

- List of transactions and adjustments processed – weekly/monthly
- Summary of all transactions processed – weekly/monthly
- Cash listing showing detail of deposits – weekly/monthly/yearly
- Reconciliation of cash and related general ledger entries – monthly
- List of general ledger entries in Debit/Credit format - monthly
- List of new loans and/or advances posted – monthly
- List of all other costs detail – monthly
- Cancellation and assignment detail – monthly
- Cumulative list of loans with a credit balance – monthly
- Account profile report for a single borrower – On Demand
- Reconciliation between deposits and loan system payments – Daily and Monthly recap (if option selected)

3.7.12.2 Program Maintenance Reports

- List of all borrowers included in the current year cohort and a list of borrowers who may be included in the next cohort year - monthly
- Inventory of borrowers scheduled to graduate – semester
- Inventory of borrowers who are in school or in their grace period status – monthly
- Inventory of borrowers who are in repayment, with the option to include those with paid-in-full loans- monthly
- Cross reference list with names and account numbers – monthly
- List of addresses from borrowers whose mail was returned – monthly
- List of changed names, addresses, and telephone numbers – monthly
- List of loans paid in full, including a comment to indicate how the loan was paid (e.g. payment, cancellation, etc.), and information
- List of accounts for which billing has been suspended, with an indication of the reason – monthly
- List of loans which meet the criteria for IRS skip tracing – monthly
- Changes to critical borrower data including but not limited to SSN, DOB, name & separation date – monthly
- List of loans with small balances. The University shall have the option to set the write-off amount – monthly

3.7.12.3 Delinquency Reports

- List of delinquent loans, categorized by number of days past due. The University will select the range of days past due for each category – monthly
- List of delinquent borrowers who have cured their default within the prior month – on demand
- Report of borrowers with whom the University has made special payment arrangements or who have received hardship deferments – monthly

-Inventory of loans assigned to the U.S. Department of Education, including monetary information necessary to reconcile to the general ledger and the federal report – monthly

3.7.12.4 Collection Reports

-Inventory of accounts assigned to each collection agency under contract with the University and to each University collector- monthly

-List of accounts assigned to each collection agency or University collector during the reporting period – monthly

-Report of payments sent to the Company by borrowers who are assigned to a collection agency or University collector – monthly

-Report providing success rates of each collection agency used by the University– monthly

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

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

3.7.12.5 Program Management Reports

-Fiscal Operations Report in the format needed for the Federal Perkins Loan Program, including a listing of accounts included in Part III, Section C in detail to support preparation of the FISAP – End of Year.

- Program summary report to provide the University with sufficient statistical data to monitor the status of each loan program, e.g. number of loans/borrowers, total dollars loaned and due, etc. – monthly

-List of the interest paid by borrowers during the calendar year – annually

-From the date the borrower enters repayment, we will need a month by month 10-year perpetual billing history for each borrower.

3.7.13 Describe the mechanisms for users to build custom reports and ad-hoc queries.

3.7.14 All reports should be available for viewing on-line immediately following the weekend or month-end.

3.7.15 Ability to produce a report of all payments for a loan (or a borrower), as well as a list of advances.

3.7.16 Company must have the capability to provide monthly accounting reports with the ability to receive reports on-line.

3.7.17 Allow the University to produce reports on demand and allow the end user to create, view and print at any given time.

3.8 Conversion- The Company shall convert the history of the account into an on-line history file.

3.8.1 The conversion shall be completed within 60 days of the notice of award.

3.8.2 Provide a detailed conversion plan to be used in converting the Universities Student Information System's data to the Company's system. Provide an outline of conversion methods including a timetable and expected assistance from the University.

3.8.3 The conversion shall include an audit of the accounts and a letter on University letterhead, to be provided by the University, shall be sent to the borrowers to confirm the status of their account at no cost to the University. The text of the letter must be approved by the University.

3.8.4 Company shall prepare a reconciliation report at the completion of the conversion.

3.8.5 Upon completion of the conversion, the Company shall confirm with the borrower the status of the account using the newly created records and notify them of the change in billing service.

3.8.6 Company shall provide initial training at the University prior to and following the conversion period.

3.9 Training-

3.9.1 Company shall provide initial training of University employees and follow-up training of these employees as well as service call support for the department. Preference will be given to Company who offers support seminars and workshops on accounting, collections, debt management, default reduction, reports, on-line usage, and federal regulations on a regular basis.

3.9.2 Company shall perform optional on-going on-site training visits as mutually agreed upon between the Company and the University.

3.9.3 It is desirable that the Company makes information available on the internet.

3.9.4 Provide service call support for the Universities employees at no additional cost to the Universities.

3.9.5 Written approval from the Universities before changing any University customization after product acceptance.

3.9.6 Provide technical support and trouble reporting telephone number.

3.9.7 Provide the Universities the results of an annual independent customer service survey regarding timely responsiveness, courteous and helpful customer assistance, on-line access, overall satisfaction, etc.

3.10 Presentations- Companies who submit a proposal in response to this RFP can present a web-based presentation of their proposal to the University. This will be a fact finding and explanation session only and does not include negotiation on material aspects of the offer. The University will schedule the time of these presentations. Presentations are an option of the University and may or may not be conducted.

3.11 Contract Term -The services and requirements of the contract shall begin on or about April 1, 2020. The initial term of the contract will be five years. The contract may be renewed for 2 additional one year terms on a mutually agreeable basis. At the end of the contract term or upon notification of contract termination from the University, the company should return to the University all loan master and history records in a mutually agreeable electronic format and a complete hard copy of the loan accounts. The company should also assist the University and/or its designated successor company for six months starting from the contract termination date, at no charge, for converting, restoring, and use of the data tapes.

3.12 Security

3.12.1 Company must provide in detail as to how the data in this servicing process will be stored, safeguarded and the location of all redundant sites and/or back-up servers. Describe any mirror processing and process testing as it pertains to the servicing process.

3.12.2 Describe your system security architecture including authentication, authorization, administration, logging, auditing, provisioning and de-provisioning, and data protection.

3.12.3 Describe how user security administration is performed.

3.12.4 Provide your technical specifications and applications as they relate to data safeguarding and security.

3.12.5 Describe the auditing and logging processes that you have implemented to track and review user access and actions.

3.12.6 Describe your facilities to monitor and/or scan for security breaches, and provide your incident response and breach notification procedures.

3.12.7 Provide your Information Security Policies.

3.12.8 Provide results of most current third-party Information Security Assessment (SAS-7 type II, penetration testing, vulnerability assessment, SysTrust, WebTrust)

3.12.9 Provide your most recent Payment Card Industry Data Security Standards (PCI-DSS) Report on Compliance (ROC).

3.12.10 Provide protection of confidential information including safeguard provisions of Gramm-Leach-Bliley Act.

3.12.11 Company should provide a completed Higher Education Cloud Vendor Assessment Tool (HECVAT). The HECVAT can be obtained from the EDUCAUSE website.

3.13 Disaster Recovery and Business Continuity

3.13.1 Provide a detailed explanation of your application, platform, and data center Disaster Recovery and Business Continuity processes, as well as your testing methodology and schedule.

3.13.2 Describe your data backup and mirror strategies.

3.13.3 What is your system scheduled maintenance downtimes? How many unscheduled outages/downtimes were experienced in the last year?

RFP #Q9428
Section IV
Proposal Content

It is important that responses contain enough information to permit Universities' evaluation team to fully understand the Company's capabilities. The Universities are requesting responses to this RFP that, at a minimum, include the following:

4.1 Form of Proposal

Form of Proposal completed and signed by Company's representative.

4.2 References

Proposals should include three references of major higher educational institutions of similar size that use your student loan billing services of the type being offered. Each reference shall include the name, address, contact name, telephone number, email address and programs serviced. Also, provide a complete list of schools of similar size that are current customers. **Attach as Supplement 1.**

4.3 Company Profile

Company shall state its experience in providing the services described herein, including a short resume of the personnel involved in the performance of this contract. Provide your most current organizational chart, with special attention to those individuals who will provide the services described in the billing process. Provide a description of services, sample of all bills, notices and reports offered in this proposal. Include active screen shots of all as well as the technical specifications required in obtaining the online reports. Provide evidence of affiliation with professional organizations. **Attach as Supplement 2.**

4.4 Reports

List other reports that may be available to the Universities and include samples. Pricing section should address the cost of each report, if any. **Attach as Supplement 3.**

4.5 Conversion

Provide a detailed conversion plan and explain the University's role in this process. Provide the conversion timeline and time allocations and commitments for affected individuals at the University. Provide detailed conversion information on conversions performed in the past twelve months. **Attach as Supplement 4.**

4.6 Fees

Complete Attachment B (there are two tabs on the Attachment B excel doc).

RFP #Q9428
Section V
Form of Proposal

5.1 The undersigned Company, in response to Request for Proposal Number Q9428 having examined the Proposal Requirements, this Form of Proposal, and all of the Contract Documents, hereby proposes to provide services in accordance with the proposed Contract Documents.

5.2 Company acknowledges receipt of the following Addenda, which are a part of the Contract Documents:

5.3 Proprietary Information List all information or sections that you consider proprietary. Note that pricing and financial arrangements cannot be considered as proprietary information. The sections of this Proposal listed below represent trade secrets or proprietary information.

Section	Page No.	Section	Page No.

5.4 Company understands that Universities reserve the right to reject any and all proposals, waive irregularities or technicalities in any proposal, and accept any proposal in whole or in part which it deems to be in its best interest.

Yes _____
 No _____

5.5 Company has provided all parties involved with a copy of the RFP.

Yes _____
 No _____

5.6 Company has read, understands, and agrees to all Proposal Instructions and Conditions contained in Section I & II of this RFP.

Yes _____
 No _____

NOTE: If No, list exceptions on Attachment A.

5.7 The University is interested in doing business with Suppliers electronically. We currently have the ability to deposit payments for invoices directly into a Supplier's bank account. Indicate if you accept electronic payments and what method: _____. Indicate the percentage discount for the University for processing your payments electronically _____. In the event of bid award, the University will not be responsible for payment of any credit card processing fees associated with the payment of invoices via a credit card.

- 5.8 Company hereby certifies by signing below: that this proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, company, or corporation; (b) that Company has not directly or indirectly induced or solicited any other Company to put in a false or sham proposal; (c) that Company has not solicited or induced any person, company, or corporation to refrain from bidding; and (d) that Company has not sought by collusion or kickback to obtain any advantage over any other Company or over UNI.
- 5.9 The Company has not altered or modified the original content of the Request for Proposal document or any associated documents, including the Cost Worksheet.
- 5.10 The company is not currently debarred, suspended, or proposed for debarment by any federal or state entity. The undersigned agrees to notify the University of Northern Iowa of any change in this status, should one occur, until such time as an award has been made under this procurement.

5.11 Company Information

Business Name: _____

Federal I.D. Number: _____

Official Address: _____

Address of service location for UNI:

Address of service location for University of Iowa:

Address of service location for Iowa State University:

Company's State or Foreign Country of Residence _____

Company Telephone Number _____

Fax Number _____

Company Contact _____

Telephone Number for this Contact _____

E-Mail for this Contact _____

Authorized Signature _____

Typewritten or Printed Signature _____ Date _____

ATTACHMENT A
EXCEPTIONS/BID COMPLIANCE FORM
#Q9428

NOTE: If you do not comply or partially comply with terms or conditions of this RFP, indicate those sections and the counter term or condition below. Failure to include a term or condition on this form indicates that you are in complete compliance with those terms or conditions as stated in the RFP. Additional copies may be made as necessary.

RFP Item Number	Comply Yes /No	Comments
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature: _____

Name: _____

Date: _____

RFP #Q9428

Proposal Compliance Form

Note: Proposal may be considered incomplete unless the following are included with offer. Indicate compliance by placing a checkmark in the space provided: All documents should be included in the order provided below. This form should be returned with the proposal as the last page.

Compliance

- Form of Proposal completed and signed by Company's authorized official
- Attachment A (Exceptions)
- Supplement 1 (References)
- Supplement 2 (Company Profile)
- Supplement 3 (Reports)
- Supplement 4 (Conversion)
- Attachment B (Fees)
- Read and Accepted Regents Universities Terms and Conditions

Proposals must be received by February 26, 2020 3:00pm CST