

STATE OF OREGON



COVER PAGE

Department of Administrative Services, State Procurement Services

On behalf of State agencies and members of the Oregon Cooperative
Purchasing Program (“OrCPP”)

Is issuing this Request For Proposals (RFP) under OregonBuys Bid
Number S-10700-00013566 for

DEBT COLLECTION SERVICES

Date of Issue: 6/25/25

Opening Date and Time: 7/28/25 at 2:00 PM PT

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SECTION 1: GENERAL INFORMATION

1.1 INTRODUCTION

The State of Oregon, acting by and through the Department of Administrative Services, State Procurement Services, (“DAS SPS”) on behalf of State Agencies, (“Agency”), and members of the Oregon Cooperative Purchasing Program (“OrCPP”), is issuing this Request for Proposal under the provisions of ORS 279B.060 for Debt Collection Services.

Additional details on the Scope of the goods or services or both are included in the Scope of Work/Specifications section.

DAS SPS anticipates the award of multiple Master Service Agreements from this RFP. “Master Service Agreements” means Price Agreements as defined under OAR 125-246-0110(110) and ORS 279A.010(1)(v)”.

The initial term of the Master Service Agreements is anticipated to be 3 years with options to renew up to a cumulative maximum of 10 years.

DAS SPS may issue service order contracts pursuant to the Master Service Agreement(s) up to 1 year from the effective date of the Master Service Agreement(s).

Any purchases under the Master Service Agreement(s) must be authorized by service order contracts issued by Agency in accordance with the ordering procedures described in the Attachment A - Sample Master Service Agreement. Proposers are advised that there is no guarantee of any specific amount of purchases under the Master Service Agreement(s). Notwithstanding the award of a Master Service Agreement, DAS SPS may conduct separate solicitations or award project-specific contracts or service order contracts for Services similar to what is described within this RFP using any method allowed by law.

1.2 SCHEDULE

The table below represents a tentative schedule of events. All times are listed in Pacific Time. All dates listed are subject to change.

Event	Date	Time
Pre-Proposal Conference	July 8, 2025	10:00 AM
Questions / Requests for Clarification Due	July 10, 2025	2:00 PM
Answers to Questions / Requests for Clarification Issued (approx.)	July 14, 2025	
RFP Protest Period Ends	7 calendar days prior to RFP Opening	
Opening (Proposal Due)	See RFP cover page	
Issuance of Notice of Intent to Award (approx.)	August 22, 2025	
Award Protest Period Ends	7 calendar days after Notice of Intent to Award	

1.3 SINGLE POINT OF CONTACT (SPC)

The SPC for this RFP is identified on the Cover Page, along with the SPC's contact information. Proposer shall direct all communications related to any provision of the RFP only to the SPC, whether about the technical requirements of the RFP, contractual requirements, the RFP process, or any other provision.

SECTION 2: AUTHORITY, OVERVIEW, AND SCOPE

2.1 AUTHORITY AND METHOD

DAS SPS is issuing this RFP pursuant to its authority under ORS 279A.050 and OAR 125-246-0170(2).

DAS SPS is using the Competitive Sealed Proposal method, pursuant to ORS 279B.060 and OAR 125-247-0260. DAS SPS may use a combination of the methods for Competitive Sealed Proposals, including optional procedures: a) Competitive Range; b) Discussions and Revised Proposals; c) Revised Rounds of Negotiations; d) Negotiations; e) Best and Final Offers; and f) Multistep Sealed Proposals.

2.2 DEFINITION OF TERMS

For the purposes of this RFP, capitalized words are defined in OAR 125-246-0110 or as defined below.

Terminology specific to the OregonBuys system may be found at: [OregonBuys](#)

“Account” means a debt relationship between the Authorized Purchaser, and an individual or entity.

“Assign” means the placement of an Account with a Contractor for collection services.

“Authorized Purchaser” means State Agencies and members of the Oregon Cooperative Purchasing Program (“OrCPP”).

“Debt” means any obligation or alleged obligation of a consumer or business to pay money arising out of a transaction in which the money, property, insurance, or services, or penalty which are the subject of the transaction are primarily for personal, family, or household or business purposes or activities, whether or not such obligation has been reduced to judgment.

“Debt Collection” means the process of attempting to recover money from a debtor that is owed to a creditor or public body.

“Debtor” means an individual or entity that obligated or allegedly obligated to pay any debt to an Authorized Purchaser. A Debtor may have multiple debt types within one account.

2.3 OVERVIEW, BACKGROUND, AND PURPOSE

The Department of Administrative Services (“DAS SPS”) is the central administrative agency of Oregon state government. Our mission is to support state government to serve the people of Oregon.

Many state agencies are either required under various statutes to assign delinquent debts for collection or assign accounts voluntarily as a best practice. Executive Branch agencies must assign delinquent debts to the Department of Revenue (DOR) under ORS 293.231, which then requires DOR to Assign the debt to a private collection agency if unable to collect a payment within six months. The State has maintained contracts for debt collection services for many years to meet this requirement. The purpose of this solicitation is to establish Master Service Agreements that will allow Authorized Purchasers the ability to continue to meet their statutory requirements and to provide approved contractors.

2.4 SCOPE OF WORK/SPECIFICATIONS

Successful Proposers will provide comprehensive debt collection services for collection of delinquent debts owed to Authorized Purchasers as requested.

2.4.1 Contractor shall perform Services as described in this RFP and in Exhibit A of the Attachment A Sample Master Services Agreement but not limited to those below:

A. Online Account Management:

- a. Provide online account management including but not limited to assigning or recalling Accounts, reviewing Accounts status and/or actions, delinquent debt collection, and reporting current and historical Account information.

B. Location Services:

- a. Utilize location services to locate Debtor and/or assets.

C. Customer Service

- a. Provide customer service to Debtors including but not limited to alternative payment options including online; extended business hours; toll free phone numbers; and multi-lingual capabilities.

D. Additional services:

- a. Provide additional Services including but not limited to training and/or approved outgoing contact services (within the scope of the Master Services Agreement and its Exhibits and Attachments) as necessary to secure Authorized Purchaser's resources and personnel, as requested by the Authorized Purchaser and agreed to under an individual Service Order Contract.

SECTION 3: PROCUREMENT REQUIREMENTS

3.1 MINIMUM QUALIFICATIONS

To be considered for evaluation, Proposal must demonstrate how Proposer meets all requirements of this section:

3.1.1 Proposer Experience

Proposer must have at least five years of experience providing debt collection services comparable to those required under this RFP.

3.1.2 Licensing Requirements

Proposer must be licensed as a collection agency in the State of Oregon in accordance with ORS 697.015 if awarded, prior to execution of the Master Service Agreement.

3.1.3 Security Requirements

Proposer must comply with the following security requirements:

- The Oregon Consumer Information Protection Act (OCIPA), ORS 646A.600 through 646A.628.
- Oregon’s Statewide Information Technology Control Standards: <https://www.oregon.gov/eis/cyber-security-services/Pages/guidance-for-state-agencies.aspx>, including security controls that meet or exceed “Moderate” security controls in the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53.
- Oregon’s Statewide Information Security Program Plan: <https://www.oregon.gov/eis/cyber-security-services/Pages/guidance-for-state-agencies.aspx>.

3.2 MINIMUM SUBMISSION REQUIREMENTS

3.2.1 Proposal Submissions

To be considered for evaluation, Proposal must contain each of the following elements (further detailed in Proposal Requirements section below):

1. Title Page and Contents
2. Description of Proposer’s Organization
3. Office Locations
4. Collection Locations and Business Hours
5. Management Plan and Services
6. Collection Practice Compliance
7. Key Persons and Resumes
8. Disclosure Exemption Affidavit (Attachment B)
9. Proposer Information and Certification Sheet (Attachment C)
10. Price Proposal Form (Attachment D)
11. COBID Certification / Outreach Plan (Attachment E)
12. Responsibility Inquiry (Attachment F)

3.2.2 Proposal Page Limits

Proposal is limited to 15 pages. Any pages exceeding this limit will not be provided to the evaluation committee or considered in the evaluation. The following items do not count toward the page limit:

- Title Page and Contents
- Office Locations
- Key Persons and Resumes
- Disclosure Exemption Affidavit (Attachment B)
- Proposer Information and Certification Sheet (Attachment C)
- Price Proposal (Attachment D)
- COBID Certification / Outreach Plan (Attachment E)
- Responsibility Inquiry (Attachment F)

3.2.3 Proposal Format and Quantity

Proposal should follow the format and reference the sections listed in the Proposal Requirements section. Responses to each section and subsection should be labeled to indicate the item being addressed.

OregonBuys Electronic Response. Proposer should submit its Proposal electronically through OregonBuys. Proposer should follow the procedures outlined in Section 4.5, Proposal Delivery Options, for electronic submission.

The Price Proposal must be submitted as a separate electronic response file.

Proposer shall submit one copy of its Proposal and all other submittal requirements, with Attachment C - Proposer Information and Certification Sheet bearing the Proposer's authorized representative's Signature, in one of the following formats: Adobe Acrobat (pdf), Microsoft Word (docx), or Microsoft Excel (xlsx). If Proposer believes any of its Proposal is exempt from disclosure under Oregon Public Records Law (ORS 192.311 through 192.478), Proposer shall complete and submit the Disclosure Exemption Affidavit (Attachment B). Proposer shall also submit a fully redacted version of its Proposal, clearly identified as the redacted version.

The Proposer Information and Certification Sheet (Attachment C) must bear the Proposer's authorized representative's Signature.

3.2.4 Authorized Representative

Failure of Proposer's authorized representative to sign the Proposal may result in rejection of the Proposal by DAS SPS.

3.3 PROPOSAL REQUIREMENTS

Proposal must address each of the items listed in this section and all other requirements set forth in this RFP. Proposer shall describe the Goods to be provided or the Services to be performed or both. A Proposal that merely offers to provide the goods or services as stated in

this RFP may be considered non-Responsive to this RFP and will not be considered further.

Proposal should not include extensive artwork, unusual printing or other materials not essential to the utility and clarity of the Proposal. Do not include marketing or advertising material in the Proposal, unless requested. Proposal should be straightforward and address the requests of the RFP. Proposal containing unsolicited marketing or advertising material may receive a lower evaluation score if required information is difficult to locate.

3.3.1 Title Page and Contents

A Proposal's Title Page and Contents must include:

1. RFP title.
2. Name, address, and telephone number of Proposer.
3. Name and title of contact person for Proposer.
4. Table of Contents of the Proposal, giving a clear identification of the Proposal Requirements materials by section and page number.

3.3.2 Description of Proposer's Organization

A Proposal must include a brief description of Proposer's history, experience, and services provided. The description must include:

1. Number of years of experience providing similar services to those required by this RFP.
2. Description of Proposer's experience providing debt collection services for clients and/or multiple entities, specifically referencing any such services delivered on a statewide basis.

3.3.3 Office Locations

Proposer shall provide the address, telephone number, email address (if applicable) and key contact name for all office locations, affiliates, or call centers (if any) to which the Proposer intends to make data available to or have staff perform Services under any resulting Master Services Agreement.

3.3.4 Collection Locations and Business Hours

Proposer shall provide a list of states the Proposer is authorized and/or licensed to perform collections in and their designated business hours in Pacific Time.

3.3.5 Management Plan and Services

Proposer shall provide a comprehensive management plan that the Proposer intends to follow. Illustrate how the plan will serve to coordinate and accomplish the Work. Briefly describe how Proposer would carry out the major activities of this project in context with the Scope of Work.

1. Provide an overview of Proposer's understanding of the contents of the RFP and a brief description of how Proposer generally intends to meet the RFP requirements.

2. Describe the criteria used for determining appropriate actions for Accounts.
3. Describe the Proposer's capabilities and practices to support communication with individuals with disabilities and/or language barriers.
4. Provide a comprehensive proposed management plan to implement and deliver the services for an Authorized Purchaser, including a proposed timeline for standard processes. Provide a list of key personnel, including titles and roles.
5. Describe online services available to Authorized Purchasers to perform Account Management, procedures used for location services, methods used for recording, verifying, and reporting, plan for the control of funds, record keeping and access process, and customer services.
6. Describe personnel training provided and administered to ensure fair debt collection processes are understood and followed.
7. Provide a list of all reports and the formats of reporting routinely provided to a client.

3.3.6 Collection Practice Compliance

Proposer must describe if any Fair Debt Collection Practices Act (FDCPA) violations and/or complaints have been reported in the last five years. If Proposer has had reported violations and/or complaints, Proposer must provide a summary of the violation/complaint. In addition, Proposer must describe the actions taken by the Proposer to resolve the violation/complaint and ensure future compliance.

3.3.7 Key Persons and their Resumes

Specify key persons, to be assigned to this project, and include a current resume (not to exceed two pages each) for each key person that demonstrates the person's qualifications and experience for the Work described in this RFP.

3.3.8 Disclosure Exemption Affidavit

Proposer shall complete and submit the Proposer Exemption Affidavit (Attachment B).

3.3.9 Proposer Information and Certification Sheet

Proposer shall complete and submit the Proposer Information and Certification Sheet (Attachment C).

Failure to demonstrate compliance with Oregon Tax Laws and sign the Proposer Information and Certification Sheet may result in a finding of non-Responsibility.

3.3.10 Price Proposal

Proposer shall submit a detailed Price Proposal (Attachment D) as a separate

electronic file in OregonBuys.

Pricing proposed for items 1-3 is to be on a contingency basis, there shall be no charge for Services unless monies are recovered on Assigned Accounts. Pricing for item 4 shall include a description of the service offered and the method of billing (per hour, per unit) and the rate charged (if applicable) for the service.

1. Contingency fee (percentage) for payments made on 1st placement accounts, or accounts that have not been referred to a private collection firm previously by the Authorized Purchaser.
2. Contingency Fee (percentage) for all other placements- Accounts that have previously been referred to a private collection firm by the Authorized Purchaser.
3. Contingency Fee (percentage) for payments resulting from garnishments where the Contractor identified the source and requested the Authorized Purchaser to issue the garnishment.
4. Additional services offered to Authorized Purchasers. Pricing must include method of billing (per hour, per unit) if applicable.

3.3.11 Certified Disadvantaged Outreach Business Plan

Proposer shall complete and submit the Certified Disadvantaged Outreach Business Plan (Attachment E).

3.3.12 Responsibility Inquiry Form

Proposer shall complete and submit the Responsibility Inquiry Form (Attachment F).

SECTION 4: SOLICITATION PROCESS

4.1 PUBLIC NOTICE

The RFP and attachments are published in the State of Oregon's electronic procurement system OregonBuys at <https://oregonbuys.gov/>. Documents will not be mailed to prospective Proposers.

Modifications, if any, to this RFP will be made by written Amendment(s) published in OregonBuys. Prospective Proposer is solely responsible for checking OregonBuys to determine whether or not any Amendment(s) have been issued. Amendment(s) are incorporated into the RFP by this reference.

4.2 PRE-PROPOSAL CONFERENCE

A Pre-Proposal conference will be held at the date and time listed in the Schedule. Prospective Proposers' participation in this conference is highly encouraged but not mandatory.

The purpose of the Pre-Proposal conference is to:

- Provide additional description of the project;
- Explain the RFP process; and

- Answer any questions Proposers may have related to the project or the process.

Statements made at the Pre-Proposal conference are not binding upon DAS SPS. Proposers may be asked to submit questions in Writing.

Interested parties may participate in the Pre-Proposal Conference by virtually attending the Microsoft Teams meeting or calling in per the link and telephone number below:

Join on your computer, mobile app, or room device.

[Click here to join the Microsoft Teams meeting](#)

Meeting ID: 256 201 632 907 2

Passcode: 6uX6JL6N

Or dial in by phone

[+1 503-446-4951,498734202#](#) United States, Portland

[Find a local number](#)

Phone conference ID: 498 734 202#

4.3 QUESTIONS / REQUESTS FOR CLARIFICATIONS

All inquiries, whether relating to the RFP process, administration, deadline or method of award, or to the intent or technical aspects of the RFP must:

- Be delivered to the SPC via an OregonBuys submission;
- Reference the OregonBuys bid number ;
- Identify Proposer's name and contact information;
- Refer to the specific area of the RFP being questioned (i.e. page, section and paragraph number); and
- Be received by the due date and time for Questions/Requests for Clarification identified in the Schedule in Section 1.2.

4.4 SOLICITATION PROTESTS

4.4.1 Protests to RFP

Prospective Proposer may submit a Written protest of anything contained in this RFP, including but not limited to, the RFP process, Specifications, Scope of Work, and the proposed Sample Master Service Agreement. This is prospective Proposer's only opportunity to protest the provisions of the RFP, except that Proposer may protest Amendment(s) as provided below and Proposer may take exception to the terms and conditions of the Sample Master Service Agreement marked as negotiable as set forth in the Negotiations Section 5.4.1.

4.4.2 Protests to Amendment(s)

Prospective Proposer may submit a Written protest of anything contained in an Amendment. Protests to an Amendment, if issued, must be submitted by 5:00 p.m. Pacific Time on the second Business Day following the issuance of the Amendment or the date/time specified in the Amendment, or they will not be considered. Protests of matters not added or modified by the Amendment will not be considered.

4.4.3 Requirements for Protests

All protests must:

- Be delivered to the SPC via email;
- Reference the OregonBuys bid number;
- Identify prospective Proposer's name and contact information;
- Be sent by an authorized representative;
- State the reason for the protest, including:
 - the grounds that demonstrate how the Procurement Process is contrary to law, Unnecessarily Restrictive, legally flawed, or improperly specifies a brand name; and
 - evidence or documentation that supports the grounds on which the protest is based; and
- State the proposed changes to the RFP provisions or other relief sought.

Protests to the RFP must be received by the due date and time identified in the Schedule.

Protests to an Amendment must be received by the due date identified in the Amendment.

4.5 PROPOSAL DELIVERY OPTIONS

Proposer is solely responsible for ensuring its Proposal is received by the SPC in accordance with the RFP requirements before Opening. DAS SPS is not responsible for any delays in mail or by common carriers or by transmission errors or delays, or for any mis-delivery for any reason. A Proposal submitted by any means not authorized below will be rejected. The following delivery options are permitted for this RFP:

Delivery through OregonBuys

Proposal submission should be electronically through OregonBuys at:

<https://OregonBuys.gov/bsa>

Detailed instructions on how to submit a Proposal can be found at [OregonBuys Vendor Formal Solicitation Response.pdf](#)

4.6 PROPOSAL MODIFICATION OR WITHDRAWAL

If a Proposer wishes to make modifications to a submitted Proposal, the Proposer must submit its modification in one of the authorized methods listed in Section 4.5 (Proposal Delivery Options). To be effective the modification must include the OregonBuys bid number and be submitted to the SPC prior to Opening.

If a Proposer wishes to withdraw a submitted Proposal, it must submit a Written notice signed by an authorized representative of its intent to withdraw to the SPC via email, prior to the Opening in accordance with OAR 125-247-0440. To be effective the notice must include the OregonBuys bid number.

4.7 PROPOSAL DUE

A Proposal (including all required submittal items) must be received by the SPC on or before Opening. All Proposal modifications or withdrawals must also be received prior to Opening.

A Proposal received after Opening is considered LATE and will NOT be accepted for evaluation. A late Proposal will be returned to the Proposer or destroyed.

4.8 PUBLIC OPENING

A public Opening will not be held. Proposals received will not be available for inspection until after the evaluation process has been completed and the notice of Intent to Award is issued pursuant to OAR 125-247-0630.

4.9 PROPOSAL REJECTION

DAS SPS may reject a Proposal for any of the following reasons:

- Proposer fails to substantially comply with all prescribed RFP procedures and requirements, including but not limited to the requirement that Proposer's authorized representative sign the Proposal.
- Proposer has liquidated and delinquent debt owed to the State or any department or agency of the State.
- Proposer fails to meet the responsibility requirements of ORS 279B.110.
- Proposer makes any contact regarding this RFP with State representatives such as State employees or officials other than the SPC or persons authorized by the SPC, or inappropriate contact with the SPC.
- Proposer attempts to influence a member of the Evaluation Committee.
- Proposal is conditioned on DAS SPS's acceptance of any other terms and conditions or rights to negotiate any alternative terms and conditions that are not reasonably related to those expressly authorized for negotiation in the RFP or Amendment(s).

4.10 EVALUATION PROCESS

4.10.1 Responsiveness and Responsibility Determination

4.10.1.1 Responsiveness Determination

A Proposal received prior to Opening will be reviewed to determine if it is Responsive to all RFP requirements including compliance with Section 3.1 (Minimum Qualifications) and Section 3.2 (Minimum Submission Requirements). If the Proposal is unclear, the SPC may request clarification from Proposer. However, clarifications may not be used to rehabilitate a non-Responsive proposal. If the SPC finds the Proposal non-Responsive, the Proposal may be rejected; however, DAS SPS may waive mistakes in accordance with OAR 125-247-0470.

4.10.1.2 Responsibility Determination

DAS SPS will determine if an apparent successful Proposer is Responsible prior to award and execution of the Master Service Agreement. Proposers shall submit a signed Responsibility Inquiry form (Attachment F) with Proposal.

At any time prior to award, DAS SPS may reject a Proposer found to be not Responsible.

4.10.2 Evaluation Criteria

Each Proposal meeting all Responsiveness requirements will be independently evaluated by members of an Evaluation Committee. Evaluation Committee members may change, and DAS SPS may have additional or fewer evaluators for optional rounds of competition. Evaluators will assign a score for each evaluation criterion listed below in this Section 4.10.2 up to the maximum points available as specified in Section 4.10 (Point and Score Calculation).

SPC may request further clarification to assist the Evaluation Committee in gaining additional understanding of a Proposal. A response to a clarification request may only clarify or explain portions of the already submitted Proposal and may not contain new information not included in the original Proposal.

Evaluation Criterion 1 through 4 will receive a score based on the following table.

SCORE	EXPLANATION
10	OUTSTANDING - Response meets all the requirements and has demonstrated in a clear and concise manner a thorough knowledge and understanding of the subject matter and project. The Proposer provides insight into its expertise, knowledge, and understanding of the subject matter.
6 – 9	VERY GOOD – Response provides useful information, while showing experience and knowledge within the category. Response demonstrates above average knowledge and ability with no apparent deficiencies noted.
5	ADEQUATE – Response meets all requirements in an adequate manner. Response demonstrates an ability to comply with guidelines, parameters, and requirements with no additional information put forth by the Proposer.
1 – 4	FAIR – Proposer meets minimum requirements, but does not demonstrate sufficient knowledge of the subject matter.
0	RESPONSE OF NO VALUE – An unacceptable response that does not meet the requirements set forth in the RFP. Proposer has not demonstrated knowledge of the subject matter.

4.10.2.1 Evaluation Item 1 – Description of Proposer’s Organization

1. Does the Proposer describe the number of years of experience the Proposer has providing similar services to those required by this RFP and meet the minimum five years of experience required?

2. How well does Proposer describe Proposer's experience providing debt collection services for clients and/or multiple entities, specifically referencing any such services delivered on a statewide basis.

4.10.2.2 Evaluation Item 2 – Collection Location and Business Hours

1. How well does the Proposer's collection locations and business hours demonstrate the capability and capacity to perform the Services required in this RFP?

4.10.2.3 Evaluation Item 3 – Management Plan and Services

1. How well does Proposer's description of its management plan of the Services describe, deliver, and meet the Service requirements described in this RFP?
2. How well does the Proposer describe Proposer's criteria used for determining appropriate actions for Accounts and illustrate ability to effectively perform the Services?
3. How well does Proposer's management plan demonstrate the Proposer's capability and practices to support communication with individuals with disabilities and/or language barriers?
4. How well does the Proposal illustrate a comprehensive plan for implementation of the Services requested? Does the Proposal include a proposed timeline for standard processes and a list of key personnel by title and role?
5. How well does the Proposer describe online services available to Authorized Purchasers to perform Account Management, procedures used for location services, methods used for recording, verifying, and reporting, plan for the control of funds, record keeping and access process, and customer services?
6. How well does the Proposal describe the Proposer's administration and training of Proposer's personnel? How well does the Proposer's provided training ensure fair debt collection processes are understood and followed?
7. Does the Proposer list of all reports and formats of reporting routinely provided to a client ?

4.10.2.4 Evaluation Item 4- Collection Practice Compliance

1. Does the Proposer describe of any Fair Debt Collection Practices Act (FDCPA) violations and/or complaints?
2. If yes, does the Proposer enact an effective plan and act to resolve the violation and ensure future compliance.

4.10.2.5 Evaluation Item 5- Key Persons and Resumes

How well does Proposer's key persons demonstrate the capability and capacity to perform the requirements of the work?

4.10.3 PRICE EVALUATION

The SPC will conduct the price evaluation. The Price Proposal will be assessed the following points for each of the following:

1	Collection fee for payments made on 1 st placement accounts, or accounts that have not been referred to a private collection firm previously by the Authorized Purchaser.	400 points
2	Contingency Fee for all other placements- Accounts that have previously been referred to a private collection firm by the Authorized Purchaser.	300 points
3	Contingency Fee for payments resulting from garnishments where the Contractor identified the source and requested the Authorized Purchaser to issue the garnishment.	300 points
4	Additional services offered to Authorized Purchasers. Pricing must include method of billing (per hour, per unit).	Not scored - No points available.

For items 1-3, the SPC will award a price score to each Price Proposal based upon the weighted percentage of the proposed price as compared to the lowest Proposer’s weighted percentage using the following formula:

$$\frac{\text{Lowest price percentage of all Proposers}}{\text{Percentage price of Proposer being scored}} \times \text{Price points possible} = \text{Price score}$$

EXAMPLE:

Proposer A submits pricing proposal (proposed price percentage) as follows:

	Type of collection	Proposed Price %	Lowest Price %	Available Points	Calculated Points
1	First placements	20%	20%	400	$(20\%/20\%=100\%) \times 400 = 400$ points
2	All other placements	40%	25%	300	$(25/40\%=62.5\%) \times 300 = 188$ points
3	Garnishments issued when Contractor identified source and requested Authorized Purchaser to issue	10%	10%	300	$(10\%/10\%= 100\%) \times 300 = 300$ points
4	Additional services offered to Authorized Purchaser				No points available.
	Total Price Points				400 + 188 + 300 = 888

DAS SPS will award no price evaluation points for item 4, “Additional services offered to Authorized Purchasers.” The Proposer’s pricing for the additional services is required only for the purpose of establishing the prices of those services under any Master Services Agreement that may be awarded.

4.10.4 PREFERENCES

4.10.4.1 Reciprocal Preference

For evaluation purposes per OAR 125-246-0310, DAS SPS shall add a percentage increase to each out-of-state Proposer's Proposal price that is equal to the percentage preference, if any, given to a Resident Proposer in the [Proposer's state](#).

4.10.4.2 Tiebreakers

If DAS SPS receives Proposals identical in price, fitness, availability and quality and chooses to award a Master Service Agreement, DAS SPS shall award the Master Service Agreement in accordance with the procedures outlined in OAR 137-046-0300.

4.11 POINT AND SCORE CALCULATIONS

Scores are the values (0 through 10) assigned by each evaluator.

Points are the total possible for each section as listed in the table below.

TOTAL POINTS POSSIBLE :		3000
EVALUATION ITEMS 1-7 TOTAL POINTS POSSIBLE		2000
4.10.2.1	Evaluation Item 1: Description of Proposer’s Company	300
4.10.2.2	Evaluation Item 2: Collection Service Locations and Hours	350
4.10.2.3	Evaluation Item 3: Management Plan and Services	650
4.10.2.4	Evaluation Item 4: Collection Practice Compliance	550
4.10.2.5	Evaluation Item 5: Key Persons and their Resumes	150
4.10.3	PRICE POINTS POSSIBLE	1000
	Evaluation Item 1: First Placements	400
	Evaluation Item 2: Other Placements	300
	Evaluation Item 3: Garnishments issued when Contractor identifies source and requests Authorized Purchaser to issue.	300

The SPC will average all scores for each evaluation criterion. The average score will be used as a percentage multiplier of the maximum possible points for that criterion. 1=10%, 5=50%, 7.2=72%, 9=90%, etc. Price points are calculated as stated in the Price Evaluation section.

EXAMPLE:

Proposer A receives scores of 10, 9, and 9.5 for criterion worth 50 points. The SPC averages 10, 9, and 9.5 for a score of 9.5 and uses 95% as a multiplier to the possible points of 50. 50 multiplied by 95% is 47.5. Proposer A’s points for the criterion is 47.5.

4.12 RANKING OF PROPOSERS

The SPC will average the scores for each Proposal in a given round of competition (calculated by totaling the points awarded by each Evaluation Committee member and dividing by the number of members). The SPC will combine the average score for each Proposal with Proposer’s price score.

After any applicable preference has been applied, the SPC will determine the rank of each Proposal, with the highest score receiving the highest rank, and successive rank order determined by the next highest score.

DAS SPS may, in DAS SPS’s sole discretion, determine an apparent successful Proposer with no additional rounds of competition. If additional rounds are conducted, DAS SPS will rank advancing Proposers at the conclusion of each subsequent round and may determine an apparent successful Proposer at any time during the solicitation process.

NEXT STEP DETERMINATION

At the conclusion of a round of competition, DAS SPS may choose to conduct additional round(s) of competition if in the best interest of the State. Additional rounds of competition may consist of, but will not be limited to:

- Interviews
- Presentations/Demonstrations/Additional Submittal Items
- Discussions and submittal of revised Proposals
- Serial or simultaneous negotiations
- Best and Final Offers

4.12.1 Competitive Range Determination

If DAS SPS, in its sole discretion, determines that one or more additional rounds of competition is necessary, it will select a Competitive Range to indicate the Proposers that will be invited to participate in a subsequent round. The Competitive Range may include all, or at DAS SPS's sole discretion, some (based primarily on a natural break in the distribution of scores), of the Proposers from a previous round. DAS SPS will post a notice in OregonBuys of its Competitive Range Determination and provide details about the process and schedule for the subsequent round.

4.12.2 Competitive Range Protest

- Be emailed to the SPC;
- Reference the OregonBuys bid number ;
- Identify Proposer's name and contact information;
- Be sent by an authorized representative
- State the reason for the protest; and
- Be received within 7 calendar days after issuance of the Notice of the Competitive Range unless a different due date and time is specified in such notice.

DAS SPS will address all protests within a reasonable time and will issue a Written decision to the respective Proposer. Protests that do not include the required information may not be considered by DAS SPS.

4.13 SCORING AND RANKING OF PROPOSERS FOR SUBSEQUENT ROUNDS

If DAS SPS conducts two or more rounds of competition, the SPC will determine the cumulative score for Proposers advancing through all rounds of competition by adding the scores from each completed round. The Proposer with the highest cumulative score will receive the highest final ranking.

SECTION 5: AWARD AND NEGOTIATION

5.1 AWARD NOTIFICATION PROCESS

5.1.1 Award Consideration

DAS SPS, if it awards a Master Service Agreement, will award a Master Service Agreement to the highest ranking Responsible Proposer(s) based upon the scoring methodology and process described in Section 4. DAS SPS may award less than the full Scope of Work described in this RFP.

5.1.2 Intent to Award Notice

DAS SPS will notify all Proposers in Writing that DAS SPS intends to award a Master Service Agreement to the selected Proposer(s) subject to successful negotiation of any negotiable provisions.

5.2 INTENT TO AWARD PROTEST

5.2.1 Protest Submission

An Affected Proposer shall have 7 calendar days from the date of the Intent to Award notice to file a Written protest.

A Proposer is an Affected Proposer only if the Proposer would be eligible for Master Service Agreement award in the event the protest was successful and is protesting for one or more of the following reasons as specified in ORS 279B.410:

- All higher ranked Proposals are non-Responsive.
- DAS SPS has failed to conduct an evaluation of Proposals in accordance with the criteria or process described in the RFP.
- DAS SPS abused its discretion in rejecting the protestor's Proposal as non-Responsive.
- DAS SPS's evaluation of Proposal or determination of award otherwise violates ORS Chapter 279B or ORS Chapter 279A.

If DAS SPS receives only one Proposal, DAS SPS may dispense with the evaluation process and Intent to Award protest period and proceed with Master Service Agreement Negotiations and award.

5.2.1.1 Protest Requirements

Protests must:

- Be delivered to the SPC via email;
- Reference the OregonBuys bid number ;
- Identify Proposer's name and contact information;
- Be signed by an authorized representative of Proposer;
- Specify the grounds for the protest; and
- Be received within 7 calendar days of the Intent to Award notice.

5.2.2 Response to Protest

DAS SPS will address all timely submitted protests within a reasonable time and will issue a Written decision to the respective Proposer. Protests that do not include the required information may not be considered by DAS SPS.

5.3 APPARENT SUCCESSFUL PROPOSER SUBMISSION REQUIREMENTS

Proposer(s) who are selected for a Master Service Agreement award under this RFP will be required to submit additional information and comply with the following:

5.3.1 Insurance

Prior to award, Proposer shall secure and demonstrate to DAS SPS proof of insurance as required in this RFP or as negotiated. Insurance Requirements are found in Exhibit A of Attachment A.

5.3.2 Taxpayer Identification Number

Proposer shall provide its Taxpayer Identification Number (TIN) and backup withholding status on a completed W-9 form when requested by DAS SPS or when the backup withholding status or any other relevant information of Proposer has changed since the last submitted W-9 form, if any.

5.3.3 Tax Compliance Certification

Prior to award, Proposer shall obtain and submit a tax compliance certificate. Information about tax compliance certification and instructions to request a certificate of tax compliance is available at <https://www.oregon.gov/dor/programs/Collections/Pages/tax-compliance.aspx>.

5.3.4 Business Registry

If selected for award, Proposer shall be duly authorized by the State of Oregon to transact business in the State of Oregon before executing the Master Service Agreement. Visit <http://sos.oregon.gov/business/pages/register.aspx> for Oregon Business Registry information.

5.3.5 Pay Equity Certification

If selected for award and the Master Service Agreement value exceeds \$500,000 and Proposer employs 50 or more full-time workers, Proposer shall submit to DAS SPS a true and correct copy of an unexpired Pay Equity Compliance Certificate, issued to the Proposer by the Oregon Department of Administrative Services. For instructions on how to obtain the Certificate, visit <https://www.oregon.gov/das/Procurement/Pages/PayEquity.aspx>.

ORS 279B.110(2)(f) requires that Proposer provide this prior to execution of the Master Service Agreement.

5.3.6 Oregon Licensing Verification

If selected for award, Proposer shall provide verification Proposer is licensed as a collection agency in the State of Oregon in accordance with ORS 697.015.

5.3.7 Security and Confidentiality Requirement

If selected for award, Proposer shall complete the State Standards Spreadsheet or provide a letter or attestation that Proposer is GovRAMP for review to verify compliance with State security requirements as indicated in Section 7.5 of Exhibit A of the Master Services Agreement.

Proposer shall provide a copy of all policies relating to the handling of confidential data to the Authorized Purchaser for review, and agrees to resolve any discovered

gaps between Contractor policies and State security standards at their own expense.

5.3.8 Nondiscrimination in Employment

As a condition of receiving the award of a Master Service Agreement under this RFP, Proposer must certify by its Signature on Attachment C - Proposer Information and Certification Sheet, in accordance with ORS 279A.112, that it has in place a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. The policy and practice must include giving employees a written notice that the policy both prohibits, and prescribes disciplinary measures for, conduct that constitutes sexual harassment, sexual assault, or unlawful discrimination.

5.4 MASTER SERVICE AGREEMENT NEGOTIATION

5.4.1 Negotiation

After selection of a successful Proposer, DAS SPS may enter into Master Service Agreement negotiations with the successful Proposer. By submitting a Proposal, Proposer agrees to comply with the requirements of the RFP, including the terms and conditions of the Sample Master Service Agreement (Attachment A), with the exception of those terms listed below for negotiation.

Proposer shall review the attached Sample Master Service Agreement and note exceptions.

Proposer must submit those exceptions to DAS SPS during the Questions / Requests for Clarification period set forth in Section 1.2. If DAS SPS agrees to make any requested changes to the Sample Master Service Agreement, DAS SPS will issue an Amendment to notify Proposers of such changes. Unless DAS SPS issues an Amendment modifying any of the terms and conditions, DAS SPS intends to enter into a Master Service Agreement with the successful Proposer substantially in the form set forth in Sample Master Service Agreement (Attachment A).

Following the selection of the apparent successful Proposer, DAS SPS may agree to negotiate changes to the negotiable provisions of the Sample Master Service Agreement listed below. However, DAS SPS is not required to make any changes, and many provisions cannot be changed. Proposer is cautioned that the State of Oregon believes modifications to the standard provisions constitute increased risk and increased cost to the State.

Any subsequent negotiated changes are subject to prior approval of the Oregon Department of Justice.

DAS SPS is willing to negotiate **ONLY** the Statement of Work and the following terms and conditions:

- Pricing
- Term of Agreement
- Insurance
- Indemnity

In the event that the parties have not reached mutually agreeable terms within 30 calendar days, DAS SPS may terminate Negotiations and commence Negotiations with the next highest ranking Proposer.

5.4.2 Contractor Selection Methodology

In the event multiple Master Service Agreements are awarded, DAS SPS will use the following methodology to determine from which Contractor to purchase.

- Best Value Analysis: Compare each item between all awarded Contractors, issue Purchase Order to the Contractor with the most favorable Offer.

SECTION 6: ADDITIONAL INFORMATION

6.1 COMMITMENT TO DIVERSITY, EQUITY, AND INCLUSION

The State of Oregon is committed to taking active steps toward increasing and promoting diversity, equity, and inclusion values across procurement processes for minority, women, emerging small, and service-disabled veteran owned businesses by reducing barriers to compete for and be awarded state contracts. All interested businesses are encouraged to submit proposals for this contracting opportunity.

6.2 CERTIFIED FIRM PARTICIPATION

Pursuant to Oregon Revised Statute (ORS) Chapter 200, DAS SPS encourages the participation of small businesses, certified by the Oregon Certification Office for Business Inclusion and Diversity (“COBID”) in all contracting opportunities. This includes certified small businesses in the following categories: disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business. DAS SPS also encourages joint ventures or subcontracting with certified small business enterprises. For more information, visit: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp?XID=6787&TN=oregon4biz>

If the Master Service Agreement has potential subcontracting opportunities, the successful Proposer may be required to submit a completed Certified Disadvantaged Business Outreach Plan (Attachment F) prior to execution.

6.3 GOVERNING LAWS AND REGULATIONS

This RFP is governed by the laws of the State of Oregon. Venue for any administrative or judicial action relating to this RFP, evaluation and award is the Circuit Court of Marion County for the State of Oregon; provided, however, if a proceeding must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section 6.2 be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any claim or consent to the jurisdiction of any court.

6.4 OWNERSHIP/PERMISSION TO USE MATERIALS

All Proposals are public records and are subject to public inspection after DAS SPS issues the Notice of Intent to Award. Application of the Oregon Public Records Law will determine whether any information is exempt from disclosure.

All Proposals submitted in response to this RFP become the Property of DAS SPS. By submitting a Proposal in response to this RFP, Proposer grants the State a non-exclusive, perpetual, irrevocable, royalty-free license for the rights to copy, distribute, display, prepare derivative works of and transmit the Proposal solely for the purpose of evaluating the Proposal, negotiating a Master Service Agreement, if awarded to Proposer, or as otherwise needed to administer the RFP process, and to fulfill obligations under Oregon Public Records Law (ORS 192.311 through 192.478). Proposals, including supporting materials, will not be returned to Proposer, except in the case of Proposals that were submitted late and rejected by DAS SPS.

6.5 CANCELLATION OF RFP; REJECTION OF PROPOSAL; NO DAMAGES.

Pursuant to ORS 279B.100, DAS SPS may reject any or all Proposals in-whole or in-part, or may cancel this RFP at any time when the rejection or cancellation is in the best interest of the State or DAS SPS, as determined by DAS SPS. Neither the State nor any State agency is liable to any Proposer for any loss or expense caused by or resulting from the delay, suspension, or cancellation of the RFP or a Master Service Agreement award, or the rejection of any Proposal.

6.6 COST OF SUBMITTING A PROPOSAL

Proposer shall pay all costs incurred in connection with its Proposal, including, but not limited to, the costs to prepare and submit the Proposal, costs of samples and other supporting materials, costs to participate in demonstrations, and costs associated with protests.

6.7 STATEWIDE E-WASTE/RECOVERY PROCEDURE

If applicable, Proposer shall include information in its Proposal that demonstrates compliance with the Statewide E-Waste/Recovery Procedure #107-011-050_PR. Visit the DAS website www.oregon.gov/das and use the search bar feature to locate the procedure.

6.8 RECYCLABLE PRODUCTS

Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the Services or Work described in this RFP and the subsequent Master Service Agreement. (ORS 279B.025)