



## **State of Hawai'i**

560 North Nimitz Highway, Suite 200  
Honolulu, Hawai'i 96817

July 5, 2022

### **Request for Quotes ("RFQ") No. LLP 2023-040**

#### **DEBT COLLECTION SERVICES FOR KAKAAKO MAKAI**

##### **To All Interested Parties:**

Notice is hereby given that the Office of Hawaiian Affairs (hereinafter "OHA") will be accepting quotes from interested Offerors that can provide debt collection services.

**Quotes must be received through the HiePRO website by 2:00 p.m. Hawai'i Standard Time on Friday, July 15, 2022.**

The term of this Contract shall be for twenty-four (24) months from August 1, 2022 through and including July 31, 2024 subject to the availability of funds.

Pursuant to HAR §3-122-75, considering the criteria, including but not limited to, quality, warranty, and delivery, the award shall be made to the lowest responsive responsible offeror. When the award to the lowest responsive responsible offeror is not practicable, the award shall be made to the offeror whose quotation provides the best value to the OHA.

The OHA reserves the right to reject any or all quotes and to accept the quotes in whole or part in the best interest of the OHA.

##### **Background**

The Office of Hawaiian Affairs (hereinafter "OHA") is seeking qualified Offerors to provide debt collection services to assist in the collection of its past due accounts receivables and/or any difficult to recover debt (i.e. judgements).

The Successful Offeror must be experienced with the collection of accounts receivable and be a member, in good standing, with the American Collector's Association. The Successful Offeror shall have a superior understanding of commercial debt collection, a commitment to exemplary customer service and be able to demonstrate a comprehension of the debt collection and reporting to credit agencies as well as overall success rate.

## **Scope of Work**

The OHA requires the services of a consumer collection agency to collect delinquent customer accounts specifically where judgements have been granted. The Successful Offeror shall provide all supervision, tools, materials, equipment, supplies and expertise to effectively perform Debt Collection Services for the OHA.

The Successful Offeror must comply with all federal laws and regulations regarding debt collection, to include but not limited to, Title 34 of the Code of Federal Regulations, Fair Debt Collection Practices Act, Equal Opportunity Credit Act, the Fair Credit Billing Act and all other applicable federal, state, and local laws.

The Successful Offeror shall meet the applicable licensing requirements of all 50 states and must be experienced with the collection of accounts receivables, and be a member, in good standing, with the American Collector's Association.

The Successful Offeror shall perform and provide all services required in the contract and specified in the Scope of Work section herein. The services to assist in the collection of its past due accounts receivable shall include, but may not be limited to, the following:

- Formally demanding payment of each collection item and seeking an arrangement satisfactory to the OHA under which the collection item will be paid;
- Receiving and processing all correspondence when applicable;
- Receipt and processing of payments;
- Remitting collections to the OHA within thirty (30) days of receipt; and
- Reporting to major credit bureaus where appropriate.

The Successful Offeror will be paid a contingency fee and judgement fee based on an agreed percentage for the type of collection services performed and the net amount shall be submitted to the OHA monthly by check accompanied by a statement that shall include, but may not be limited to, the following:

1. Customer's name and account number;
2. Breakdown of payments received for each account;
3. Date of the collection of payment;
4. Amount received by the Offeror;
5. Amount of contingency fee due to the Offeror;
6. Net payment amount due to the OHA; and
7. Balance remaining after payment.

The Successful Offeror shall be required to provide reporting by account group in both PDF and Excel formats as directed by the OHA Contract Administrator. All monthly reports must be as of the end of the month unless otherwise instructed. The Successful Offeror shall provide a sample format of the following reports:

- Monthly collection invoice with account number, name, amount collected, commission and balance;
- Monthly recovery evaluation report with total dollar amounts and numbers of accounts, and cumulative collection by month and year; and
- Weekly report identifying all settlements offered, accepted, and/or paid.

**General Contract Compliance for Successful Offeror**

- A. The Successful Offeror shall comply with HRS, Chapter 103D, as amended, and all State, Federal, and County requirements.
- B. The Successful Offeror shall also comply with the General Terms and Conditions appended hereto as Attachment 1 and by reference incorporated herein and made part of this RFQ. Additionally, the Successful Offeror shall also comply with any Special Conditions that the OHA may require. The OHA also reserves the right to make appropriate modifications to the quantity of items or reporting requirements contingent upon unforeseen conditions.

C. License and Compliance

1. The successful Offeror must be registered as a business in the State of Hawai‘i, be compliant with Hawaii Compliance Express (hereinafter “HCE”), complete the W-9 form (<https://www.irs.gov/pub/irs-pdf/fs9.pdf>) and provide a Certificate of Liability Insurance. If you are not registered with HCE, please register by going to HCE’s website: <http://vendors.ehawaii.gov/hce/splash/welcome.html>.
2. Submit a current copy of a Certificate of Liability Insurance with the following:

The minimum insurance coverage and limits below, which shall also apply to subcontractor(s) where appropriate:

Coverage	Limits
Commercial General Liability (including personal injury, death, and property damage)	\$2,000,000 per occurrence; \$2,000,000 general aggregate per policy year; \$2,000,000 product and completed operations aggregate limit per policy year.
Personal and Advertising Injury	\$1,000,000 each occurrence.
Umbrella Liability	\$2,000,000 aggregate.
Automobile Insurance covering all owned, non-owned, and hired automobiles	Bodily injury liability limits of \$1,000,000 each person and \$1,000,000 per accident; property damage liability limits of \$1,000,000 per accident. Or \$2,000,000 combined single limit.

Workers Compensation as required by laws of the State of Hawai'i

Insurance to include Employer's Liability. Such coverage shall apply to all employees of the CONTRACTOR and (in case any sub-contractor fails to provide adequate similar protection for all its employees) to all employees of sub-contractors

Professional Liability (Errors and Omissions)

\$1,000,000 per claim  
\$2,000,000 annual aggregate

- D. The State of Hawai'i, the OHA, its elected and appointed officials, employees, and volunteers shall be named added as additional insured with respect to occurrences during or in connection with the performance of this Contract. Before the effective date of this Contract, the CONTRACTOR agrees to provide the OHA with certificate(s) of insurance necessary to satisfy the OHA that the insurance provision of this Contract have been complied with and to keep such certificate(s) on deposit with the OHA during the entire term of this Contract. The minimum insurance required shall be in full compliance with the Hawai'i Insurance Code throughout the entire term of the Contract, including supplemental contracts, and shall be written by a company authorized to do business in the State of Hawai'i and rated no less than an AM Best rating of A- VIII. CONTRACTOR and its carriers agree to waive their rights of subrogation with respect to any claims covered, or which should have been covered, by valid and collectible insurance, including any deductibles or self-insurance maintained thereunder. Upon request by the OHA, the CONTRACTOR shall furnish a copy of the policy or policies that satisfy the Insurance Requirements of this Contract.
- E. Each insurance policy required by the contract, including a subcontractor's policy, shall contain the following clauses:
1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the Office of Hawaiian Affairs, 560 North Nimitz Highway, Suite 200, Honolulu, HI 96817."
  2. "The Office of Hawaiian Affairs, its trustees, employees, representatives and agents and the State of Hawai'i are added as additional insureds as respects to operations performed for the Office of Hawaiian Affairs."
  3. "It is agreed that any insurance maintained by the Office of Hawaiian Affairs will apply in excess of, and not contribute with, insurance provided by this policy."

### **Other Requirements**

- A. The Contractor shall comply with applicable safety, hygiene, and physical distancing guidance from the Centers for Disease Control and Prevention (CDC), as well as with State, county, industry, and regulatory practices for safety, hygiene, and physical distancing, including standards and requirements adopted and issued by Hawai'i Department of Health

(DOH) or required by State and county emergency orders, rules, or proclamations related to COVID-19 (novel coronavirus).

- B. No person shall enter an OHA worksite if they have: (i) a fever, cough, shortness of breath or difficulty breathing, or other symptoms of respiratory illness or of COVID-19 as set forth by the CDC; (ii) had close contact with a person who has or is suspected to have COVID-19; or (iii) traveled outside of Hawai'i in the past ten (10) days and have not satisfied the negative test exception to the mandatory self-quarantine period, subject to any subsequent out-of-state

travel restrictions imposed through Statewide or county emergency orders, rules, or proclamations related to COVID-19 (novel coronavirus).

- C. Pursuant to Governor Ige's Executive Order No. 21-07 issued September 8, 2021 ("Order"), contractors and visitors are required to provide their vaccination or testing status as a condition of entry onto State property and into State facilities. As such, starting on Monday, September 13, 2021, all contractors entering, working, or providing services to any OHA physical worksites shall submit an attestation of their vaccination status and for those who are unvaccinated or partially vaccinated, a negative test result of a COVID-19 test. The Contractor shall be responsible for the following:

1. The Contractor shall identify all employees accessing any OHA physical worksites and provide a written attestation to OHA as to each employee whether they are: (1) fully vaccinated for COVID-19; (2) partially vaccinated for COVID-19 (including receipt of one dose of a two-dose course of vaccination); or (3) not vaccinated for COVID-19;
2. The Contractor will ensure and provide verification that any unvaccinated or partially vaccinated employee is subject to regular COVID-19 testing that shall occur once per week;
3. The Contractor will ensure that any unvaccinated or partially vaccinated employee does not enter, work, or provide services in any OHA physical worksite unless the employee obtains a negative test result of a COVID-19 test as a condition to being allowed to enter or remain in any OHA physical worksite;
4. If not otherwise required by State or county orders, the Contractor will ensure that all employees, whether fully vaccinated, unvaccinated, or partially vaccinated, will wear a mask the entire time they are present in any OHA physical worksite and physically distance themselves from others;
5. Any unvaccinated or partially vaccinated Contractor and/or its employees not in compliance with this Order or found to have submitted falsified information pursuant to this Order shall be precluded from entry to any State facility.
6. Any violation of this Order by a Contractor and/or its employees may also be subject to contractual remedies or other remedies as allowed under the law; and

7. Contractors must e-mail the attestation required pursuant to this Order to their OHA Contract Administrator prior to entering, working, or providing services at any OHA physical worksite.

The RFQ may be canceled when it is determined to be in the best interest of the OHA. If you have any questions, you may contact Michelle Jordan, Procurement Supervisor, by email at [michellej@oha.org](mailto:michellej@oha.org).