

## NOTICE TO OFFERORS

This solicitation is provided for information purposes. If interested in responding to this solicitation, you may choose to submit your offer on the downloaded document provided. **You must register** your company by fax or e-mail for this specific solicitation. If you do not register your company, you will not receive addenda, if any, and your offer **may be** rejected and not considered for award.

### Registration

**Submit FAX or E-MAIL to:** FAX No.: (808) 538-5802  
E-mail Address: [newton.t.sakamoto@courts.hawaii.gov](mailto:newton.t.sakamoto@courts.hawaii.gov)

Provide the following information:

- |      |                     |   |                        |
|------|---------------------|---|------------------------|
| I.   | Name of Company     | Mailing Address   | Name of Contact Person |
| II.  | Telephone Number    | FAX Number  | E-mail Address         |
| III. | Solicitation Number | Fedex (or equivalent) account number (document will be sent by U.S. Postal Service, first class mail, if this is not provided). |                        |

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THE JUDICIARY, STATE OF HAWAII  
HONOLULU, HAWAII

REQUEST FOR PROPOSAL NO. J13080

Competitive sealed proposals for the **COLLECTION OF DELINQUENT ACCOUNTS OWED TO THE JUDICIARY, STATE OF HAWAII**, will be received at:

The Judiciary, State of Hawaii  
Financial Services Division  
Contracts & Purchasing Office  
Kauikeaouli Hale  
1111 Alakea Street, 6<sup>th</sup> Floor  
Honolulu, Hawaii 96813-2807

**Up to 4:00 pm HST on SEPTEMBER 10, 2012.**

Offers received after the date and time specified above or at a location other than the location specified above **will not** be considered. All proposals must be made on forms obtainable at the aforesaid place or from the Judiciary's web site at <http://www.courts.hawaii.gov> under "General Information" and "Business with the Judiciary" and must be in accordance with the accompanying instructions.

The Judiciary will conduct a Pre-Proposal Conference on August 15, 2012 in the Financial Services Division Office, Kauikeaouli Hale, 1111 Alakea Street, 6<sup>th</sup> Floor, Honolulu, Hawaii 96813. Attendance for this pre-proposal conference is **optional**.

Questions relating to the technical aspects of the Request for Proposals may be directed to Ms. Janell Kim via email at: [Janell.M.Kim@courts.hawaii.gov](mailto:Janell.M.Kim@courts.hawaii.gov) ; other questions may be directed to Newton Sakamoto in the Contracts & Purchasing Office by phone (808) 538-5805, FAX at (808) 538-5802, or email at [Newton.T.Sakamoto@courts.hawaii.gov](mailto:Newton.T.Sakamoto@courts.hawaii.gov) .

Janell Kim  
Financial Services Administrator

(Judiciary & SPO Websites)

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**REQUEST FOR PROPOSAL  
NO. J13080**

**REQUEST FOR PROPOSALS  
FOR THE COLLECTION OF DELINQUENT ACCOUNTS  
OWED TO THE JUDICIARY, STATE OF HAWAII**

**SECTION ONE – INTRODUCTION AND SIGNIFICANT DATES**

**1.1 Introduction**

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified, bonded collection entities to collect amounts owed to the Judiciary, including, but not limited to: delinquent penalties, fines, sanctions, surcharges, fees, court costs and restitution.

The successful Offeror will also be required to keep and maintain records of all assigned accounts, and to provide status reports of these accounts.

The Initial contract will be for a five (5) year period commencing on the date indicated on the Notice to Proceed, with options to renew for two (2) additional one (1) year periods upon mutual agreement of both parties.

**1.2 Significant Dates**

Advertisement and Issue Date of RFP	August 3, 2012
Pre-Proposal Conference Contracts & Purchasing Office 1111 Alakea Street, 6 <sup>th</sup> Floor Honolulu, Hawaii	August 15, 2012
<b>(Attendance for this pre-proposal conference is optional)</b>	
Deadline for Written Questions	August 24, 2012
Responses to Written Questions	August 31, 2012
PROPOSALS DUE	September 10, 2012
Evaluation Period	September 2012
Presentations by Priority-Listed Offerors	September/October 2012
Discussion with Priority-Listed Offerors, if necessary	September/October 2012

Best and Final Offers due, if any	October 2012
Award	October/November 2012
Contract Execution	October/November 2012
Contract Commencement/Notice to Proceed (Judiciary submits list of outstanding balances to Contractor)	November 22, 2012

**END OF SECTION**

## SECTION TWO – BACKGROUND

### Overview

The mission of the Judiciary, as an independent branch of government, is to administer justice in an impartial, efficient, and accessible manner in accordance with the law. The Judiciary is comprised of the Supreme Court; Intermediate Court of Appeals; Circuit Courts (including Family Courts, a division of the Circuit Court); District Courts; Land Court; Tax Appeal Court; and the Office of the Administrative Director of the Courts.

In 2004, the Judiciary was authorized to contract with a collection agency bonded under Chapter 443B, Hawaii Revised Statutes, to collect delinquent court-ordered penalties, fines, restitution, sanctions, and court costs, including restitution and juvenile monetary assessments. For purposes of this RFP, juvenile monetary assessments shall not be included in the scope.

The collection needs of the Judiciary may be characterized as moderate level receivables. Currently, the Judiciary estimates 464,000 delinquent accounts, translating into approximately \$72 million. Ages of the accounts will vary.

A successful proposal will demonstrate Offeror's ability to provide immediate and consistent efforts in collecting delinquent judgments. Maximizing the Judiciary's recovery rate through an expanded collection programs will improve the Judiciary's image, preserve integrity of the system and advance the administration of justice.

## SECTION THREE – SCOPE OF WORK

### 3.1 MATTERS REFERRED FOR COLLECTION

The Judiciary will refer for collection judgment debts owed to the State of Hawaii. These include court ordered penalties, fines, sanctions, fees, surcharges, costs, delinquent restitution and other monetary sanctions imposed by courts. The referred judgment debts will not include civil judgments owed to nongovernmental entities or persons, unless such judgments are to be paid to the courts for distribution to a person or party.

A minimum of maximum volume of judgments shall not be guaranteed.

### 3.2 COLLECTION PROCESS

3.2.1 **Data Transmittal.** Referrals will be defined by the Judiciary and transmitted to the Contractor in the form of: 1) an electronic file for non-restitution referrals; and 2) an excel spreadsheet/file for delinquent restitution referrals. Vendor data shall conform to Judiciary data as provided.

Unformatted Text Flat File. Data transfer shall occur on a daily basis or as determined by the Judiciary, Monday through Friday (except for holidays) as initiated by the Judiciary. Data submitted to Contractor represents all open accounts under Contractor's management. Data is to be used to synchronize Contractor's active accounts and corresponding account data with the Judiciary by making necessary modifications, additions, and or deletions to the Contractor's data stores.

Information on receivables on the electronic file may include the following data items depending on the applicability and/or availability of information.

Judgment Debtor/ Defendant Name	Case Number
Defendant Phone/Cell Number	Citation Number
Defendant Address	Date of Offense
Defendant Driver License (DL) #	Offense Description
Defendant DL State	Incarceration Date
Date of Birth	Sentencing Date
Sex	Warrant Number
License Plate Number	Date of Warrant Status
Vehicle Make	Balance Outstanding
Vehicle Year	Employer
Defendant SSN	Employer Phone Number
Military ID (last 4 digits only)	

Excel spreadsheet. Data submitted via excel spreadsheet shall contain information relating to delinquent restitution payments.

§706-605(6), Hawaii Revised Statutes specifies that payments by defendants shall be made in accordance to a list of priorities with restitution being the first priority. Until such a time as a more efficient interface can be developed, Contractor shall cross reference or incorporate the excel spreadsheet with the electronic file to ensure that upon collection of monies, delinquent restitution shall be paid first, when applicable.

- 3.2.2 **Assignment of Judgments.** Judgments will be assigned on a contingency basis only, unless a specific assignment is made. Contractor will not have full right to the obligations owed to the Judiciary and will strictly pursue collection on behalf of the Judiciary.
- 3.2.3 **Control over Accounts.** Judiciary shall retain control over the accounts referred to the Contractor. The Judiciary may recall, at its discretion, any account referred to the Contractor at any time without charge or penalty.
- 3.2.4 **Power to Negotiate.** Contractor shall not have the power to negotiate with debtors to settle accounts of claims. The debts referred have been reduced to judgment and only a court may authorize satisfaction of the judgment by less than the full amount. As such, the Contractor will not have the power to negotiate with the judgment debtor to reduce the amount owed.
- 3.2.5 **Account Receivable Record.** Contractor shall adjust its account receivable information immediately upon any modification of information transferred by the Judiciary. Account receivable information must remain accurate and up-to-date.
- 3.2.6 **Recalled Accounts.** In the event an account is recalled by the Judiciary, Contractor's records on the portal/website must indicate that the account had been recalled by the Judiciary.
- 3.2.7 **Types of Payment.** Contractor shall accept the following types of payment: Debit card, credit card, check (or other negotiable instrument). Contractor shall also identify the holding periods for each form of payment (i.e., 14 days for a check, -0- days for a credit/debit card).
- 3.2.8 **Refund and Reimbursement.** If payment has been forwarded to the Judiciary, Contractor shall inform the client to contact the respective Fiscal Officer of the appropriate jurisdiction for resolution.
- 3.2.9 **Returned Checks.** Contractor shall adjust its receivable information to reflect returned checks immediately upon receipt.



- 3.2.10 **Credit Bureau.** Contractor shall be able to report outstanding receivables on behalf of the Judiciary to a nationally available credit history-reporting data base (credit bureau). There shall be no additional fee for this service. Contractor shall be responsible for handling all client disputes relating to credit bureau referrals.

When Contractor receives a call from a person complaining about the credit report, Contractor shall find out the exact basis of the complaint.

If the person states that he/she is not the person who is responsible for the judgment, Contractor must take steps to verify that it has contacted the correct individual. Contractor may seek additional information from the Judiciary to resolve the identity issue. If Contractor determines that the wrong person has been contacted, Contractor must correct the information it has provided to the Credit Reporting Agency (CRA).

In situations where it appears that the person is disputing the actual citation or judgment, rather than the identity, Contractor may refer the person to the appropriate Officer-In-Charge for action.

- 3.2.11 **Collection Techniques.** Contractor will utilize various skip tracing and collection techniques to locate debtors. Techniques shall include the capability to pursue debtors residing within the boundaries of the United States and its Territories, including military bases and Indian Reservations, and in foreign countries.

- 3.2.12 **Legal Action.** Contractor may institute appropriate legal action for the collection of the delinquent judgments that have not been reduced to judgment, or post-judgment motions to collect delinquent amounts that have been reduced to judgment, as long as such action complies with all state and federal laws regarding debt collection. All financial information and individual identifiers will be considered confidential by the Contractor.

- 3.2.13 **Bankruptcy Cases.** Contractor shall monitor bankruptcy cases nationwide on accounts referred for collection.

In the event of a Notice of Bankruptcy and/or Discharge of Debtor; the Contractor shall notify the respective Officer-In-Charge via email and provide any supporting documentation what would require further action by the Judiciary.

Upon receipt of a **Notice of Bankruptcy** only, the judgment remains with the Contractor. The Contractor shall continue to notify the Judiciary by customary email regarding receipt of the **Notice of Bankruptcy**. The Judiciary will not enter a CAC (collection agency cancel) docket code, however the notice will be docketed and scanned to the case. The Judiciary assumes that the Contractor has a process for listing the Judiciary/State (or Contractor) as a creditor.

When Contractor is notified that there is a **Discharge of Debtor**, the Contractor shall notify the Judiciary of the discharge and the Judiciary will cancel collection by entering a CAC docket entry. When this happens:

- a. Contractor shall update Contractor files.
- b. A judge will review the discharge to determine whether or not the court's judgment has been discharged in bankruptcy; and
- c. The notice will be docketed and scanned to the case; if the judge decides that the judgment is not discharged, then the Judiciary will send the judgments back to Contractor by entering a CAER (collection agency eligible resend) docket entry and Contractor will resume pursuit of the delinquent account.
- d. If an account is returned to Contractor to resume collection activity, Contractor's system shall be updated to reflect such to **avoid** another system generated notice of Discharge.

3.2.14 **Death Certificates.** Contractor shall provide the respective Officer-In-Charge a copy of the Death Certificate for the defendant. The Officer-In-Charge shall respond to the Contractor as to the action taken on the account.

3.2.15 **Receivables Collected.** Whenever an account in the Contractor's possession has been paid in full, the Contractor will immediately notify the Fiscal Officer for the court that referred the account for payment, or if preferred and by mutual agreement, the Contractor may establish and maintain an interactive electronic interface with the Judiciary to enable the Judiciary to determine whether payments on an account have been received by the Contractor.

All monies collected by the Contractor, except the collection fee for the Contractor's services, shall be deposited with the appropriate Fiscal Officer on a daily basis. The Contractor and Fiscal Officer may agree to electronic fund transfer from the Contractor to the appropriate Judiciary bank account. Contractor shall forward the corresponding supporting documentation on a daily basis to the appropriate Officer-In-Charge.

Supporting documentation shall include: date, case number, case name, case location, dollar amount, docket entry, if any (FS, JCS), collection agency master number, paid in full status (yes or no).

3.2.16 **Overpayments.** Upon receipt of an overpayment by a defendant, Contractor shall provide a refund to the defendant as soon as possible. Should an overpaid amount be applied to other debts owing to the Judiciary, Contractor shall notify the Judiciary as to where the overpayment was applied and what balance, if any, was refunded to the defendant.

3.2.17 **Inspection of Records.** Contractor shall maintain and make available for inspection, audit, and reproduction to authorized representatives of the Judiciary

any books, documents, or other relevant information pertaining to collections performed.

Contractor shall maintain an audio recording of calls for a minimum two (2) year period.

- 3.2.18 **Return of Uncollectible Accounts.** Contractor shall promptly return any and all assigned accounts that remain uncollected after a two-year period from the date account is referred from the Judiciary to the Contractor. The Contractor shall provide the reasons why such accounts remain uncollected. The Contractor may seek approval from the appropriate Chief Court Administrators to continue to pursue action on accounts more than two (2) years old. The Judiciary shall have the option to receive uncollected account information electronically (interactively or batch file transfers).
- 3.2.19 **Debtor Information.** Contractor shall provide any and all available information on the account debtor that pertains to the outstanding debt or claim, when requested by the Judiciary.
- 3.2.20 **Payments Received by Judiciary.** In the event an individual appears in person at the Judiciary to pay a financial obligation that has been declared delinquent, the Judiciary will not accept payment and will inform the individual that payment must be made directly to the Contractor. In the event payment is made by mail and is postmarked after the due date and the account is thereby delinquent, the Officer-In-Charge will forward the payment (in original form, such as a negotiable instrument) to the Contractor for further action on the account.
- 3.2.21 **Claims and Complaints.** Contractor shall immediately inform the Judiciary of any claims, counterclaims, and third party complaints by the subject debtor against the Contractor and/or Judiciary.
- 3.2.22 **Dispute on Accounts.** In the event an individual files a legal challenge to an account which gave rise to a collection action, the Contractor shall return the account to the appropriate Officer-In-Charge officer for further action. The Contractor will maintain complete records on disputes. If an individual requests copies of supporting documentation, the Judiciary will provide the copies; however, the individual is responsible for the cost of the copies provided. Payment for the copies must be made before the copies are provided.
- 3.2.23 **Procedure for Disputed Accounts.** The Contractor, in collaboration with the Judiciary, shall agree upon a procedure to document disputed accounts. This includes documentation for each account on which a dispute is filed. Documentation must include the Contractor's written response to the customer.

### 3.3 CONTRACTOR OPERATIONS AND GENERAL SERVICES

- 3.3.1 **Procedures, Formats, Designs.** Upon successful execution of a contract the Contractor shall provide specific procedures, report formats, notice designs, and samples of correspondence, or any other items upon request by the Judiciary. The Judiciary reserves the right to change any language, format, etc., as necessary.
- 3.3.2 **Services as Proposed.** The Contractor shall perform all services as provided for within its proposal unless the Contractor can explain, in writing and in detail, that the deviation would be of material benefit to the Judiciary. The Contractor in performing all services, will use due diligence, reasonable and ethical collection methods, and comply with state and federal laws.
- 3.3.3 **Telephone Contact.** Contractor shall provide prompt telephone contact during the hours of Monday through Friday 7:45 a.m. to 4:30 p.m., HST, except for holidays, in response to inquiries from the Judiciary. Contractor may have extended telephone contact hours to accommodate the general public.
- 3.3.4 **Standard Work Week.** The Contractor shall provide services compatible with the Judiciary's standard work week, Monday through Friday 7:45 a.m. to 4:30 p.m., HST.
- 3.3.5 **Project Manager.** Contractor shall maintain open lines of communication for the purpose of managing the collection program, resolving problems, and promoting understanding. Therefore, the Contractor will designate a project manager and an alternate manager to meet, as requested, with the Judiciary to discuss Contractor services. The Contractor shall also provide, as requested, training to the Judiciary to facilitate communication and understanding between Judiciary staff and the Contractor concerning the services provided by the Contractor.
- 3.3.6 **Confidential Information.** Contractor shall treat all information pertaining to judgment debtors, and in particular social security numbers and birth dates, home addresses and phone numbers, obtained by the Contractor through its performance under the contract, as confidential information to the extent that confidential treatment is provided under State and federal law. Contractor shall not use any information so obtained in any manner except as is necessary under this contract for the proper discharge of its obligations.
- 3.3.7 **Good Standing.** Contractor shall be a licensed collection agency in good standing and appropriately bonded under chapter 443B, Hawaii Revised Statutes (HRS) or a licensed attorney in good standing and appropriately bonded in the State of Hawaii. Contractor shall provide proof of appropriate bonding prior to execution of the contract.
- 3.3.8 **Oahu Office.** Contractor shall have an office located on the island of Oahu.
- 3.3.9 **Other Office Locations.** Contractor may have additional office locations or other agency contracts outside of Hawaii for collection of delinquent accounts.

- 3.3.10 **Prior Experience.** Contractor shall have a minimum of seven (7) year's prior experience in delinquent account collections.
- 3.3.11 **Insurance.** Contractor shall have and maintain insurance pursuant to the provisions of Section 6.15 of this RFP.
- 3.3.12 **Best Effort.** Contractor shall use its best effort to collect each delinquent account referred to it for collection.
- 3.3.13 **Start-up and Ongoing Costs.** Contractor shall be responsible for start-up and ongoing operational costs. All facilities, supplies, equipment, staff and communications necessary for the collection of receivables under a work order shall be provided by the Contractor at no cost to the Judiciary.
- 3.3.14 **Contractor's Resources.** Contractor shall have sufficient financial capacity, working capital, and other financial technical and management resources to perform the work order.
- 3.3.15 **National Database.** Contractor shall maintain or have access to a national database of information to assist in tracing out-of-state debtors and tracking of debtor assets as necessary.
- 3.3.16 **Assignment to Other Agencies.** Contractor shall be authorized to assign accounts to other collection agent(s) or attorney(s) for collection, provided that Contractor shall remain liable for the acts or omissions of any assignees, provided further, that all assignees shall comply with all obligations of Contractor pursuant to the Agreement.
- 3.3.17 **Applicable Laws.** Contractor shall abide by all applicable state and federal laws, including, but not limited to, collection laws and consumer protection laws, etc..
- 3.3.18 **Insufficient Data.** Contractor shall be responsible for attempting to contact debtors when insufficient data is available to identify the correct corresponding accounts and party.
- 3.3.19 **Conflicting Data.** In the event that a defendant claims inaccurate data and that they were erroneously referred to the Contractor, Contractor shall verify the information with the client. If the information in the possession of the Contractor is in obvious conflict with the defendant, the Contractor shall refer the party to the appropriate Fiscal Officer for verification and resolution.
- 3.3.20 **Contractor's Automated System.** Contractor shall have an automated system to facilitate the exchange of account placements, payment information, and status reports.

- a. System requirements include capacity to interface with the Judiciary's case management systems to facilitate the exchange of account information and status reports. System requirements include email, and/or internet capabilities.
- b. Contractor shall provide daily access for on-line inquiry between the Judiciary and the Contractor.
- c. Contractor shall provide adequate computer back-up systems and procedures to accommodate equipment failure. The back-up systems must capture and preserve all data necessary to ensure accurate accounting of monies collected and to create all mandated reports.
- d. The back-up system must also provide all information necessary to enable the Contractor and the Judiciary to assist the public.
- e. All computer programming, data analyses, and development for the interface(s) shall be mutually agreed to by the Contractor and the Judiciary.
- f. Contractor shall ensure the security and safety of all Judiciary computer files and documents and shall notify the Judiciary immediately of any data/security breach.
- g. The Contractor shall provide a disaster recovery plan to the Judiciary.
- h. Contractor shall provide to the Judiciary the location of the office or offices where the database containing court data will be located and the names and location of the programmers and network administration staff that will have access to that data.

**3.3.21 Transmission of Account Data not in JIMS.** There may be accounts that require collection activity but are not currently part of the Judiciary Information Management System (JIMS). Data for these accounts shall be transmitted using a format, methodology and/or process agreed to by the Contractor and the Judiciary.

#### **3.4 REPORTING REQUIREMENTS**

The Contractor shall provide reports as indicated below and any additional reports as determined by the Judiciary. The Judiciary shall have unlimited rights to the use of all Contractor reports, statistical data, and notes. The reports shall be generated by the Contractor's automated system. Reports shall be provided in a form acceptable to the Judiciary. Unless otherwise indicated, all information shall be reported first by court and then by account type (i.e., traffic, criminal). Account types shall be subtotaled. Debtor names shall be displayed, last name first.

### 3.4.1 **Daily Reports.**

- a. Daily error report.
- b. Daily collections report.
- c. Job status reports.
- d. Cases rejected/cases recalled.

### 3.4.2 **Monthly Reports.**

- a. **New/Terminated Accounts.** All new accounts received for the month containing the customer's name, case number, financial obligation owing, due date and days past due; all accounts that have been terminated or closed by the Contractor for the month either due to satisfaction of the debt or a determination by Contractor that the account is uncollectible, and reason(s) accounts have been deemed uncollectible and the age of the account at termination or return.
- b. **Receivable Accounts.** All accounts for which monies have been received by the Contractor for the month and the age of the receivable from the day the account was received by Contractor as a referral from the Court Fiscal Officer (time-to-collection), the amount collected and the percentage and amount of the service fee charged. This report shall also contain outstanding balances that may remain for an account.
- c. **Monthly Summary Report.** A monthly accounting of the status of all accounts in the Contractor's possession and age of the accounts as of the reporting month, including identification of all accounts on some form of installation payment.

The monthly reports shall be transmitted to the appropriate Officer-In-Charge no later than the 15<sup>th</sup> of the following month.

- 3.4.3 **Annual Reports.** An annual report summarizing all delinquent accounts referred, held or terminated by the Contractor will be completed at the end of each fiscal year. Each report shall cover the prior of July 1<sup>st</sup> to June 30<sup>th</sup> and be transmitted to the Judiciary no later than the 15<sup>th</sup> of July following the end of the fiscal year. The annual report will include the following basic information by circuit, program, and account type:

- a. Case number;
- b. Name of defendant;
- c. Dates of referral;
- d. Amounts owed at time of referral;

- e. Age of account at time of referral;
- f. Payments made or collection received for each account and age of account at the time of receipt;
- g. Date of termination of account by the Contractor and age of account;
- h. Date of return of account to the court and any outstanding balances and age of account at the time;
- i. Fee charged for each account; and
- j. Amount collected by the Contractor, exclusive of the fee charged.

3.4.4 **Other Reports.** The Contractor shall provide additional reports as requested in writing by the Judiciary, including, but not limited to:

- a. Aging report
- b. Overpayment report.
- c. Account data synchronization report. The purpose of this report is to show activity taken by the Contractor following the monthly synchronization process that aligns the Contractor's account information to Judiciary records/data. This report contains, at a minimum, the number of accounts removed from the Contractor's account management system as a result of not finding the account in the synchronization dataset; the number of accounts initiated in the Contractor's account management system as a result of new accounts found in the Synchronization dataset; the number of accounts where data was updated as a result of new information in the synchronization dataset; the number of cases where monetary data was updated as a result of new information in the synchronization dataset.

**END OF SECTION**



## SECTION FOUR – PROPOSAL FORMAT AND CONTENT

One of the objectives of this RFP is to make proposal preparation easy and efficient, giving each Offeror ample opportunity to highlight its strengths, distinguishing features, and ability to meet all requirements on this RFP. When an Offeror submits a proposal, the proposal shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the Offeror identifies as necessary to successfully meet the obligations outlined in this RFP.

### 4.1 INTRODUCTION

- 4.1.1 Proposal submittal shall include a transmittal letter on letterhead which contains the complete name and address of Offeror's firm and the name, mailing address, and telephone number of the person the Judiciary should contact regarding Offeror's proposal.

It should indicate whether it operates as an individual, partnership, or corporation and the State of Incorporation, if applicable. It should also indicate all states, and countries in which it is registered to do business as a collection agency.

- 4.1.2 Proposals must include a completed and signed proposal Letter (refer to Section 7.1 of this RFP).
- 4.1.3 Proposals must also contain a statement that the Offeror will comply with all of the provisions in this RFP.
- 4.1.4 Failure to include these items in the Offeror's proposal may be cause for the proposal to be determined non-responsive and rejected.
- 4.1.5 Offeror must clearly demonstrate, in its proposal and through references, its customer service methodology.

### 4.2 COLLECTION METHODOLOGY

- 4.2.1 **Collection Procedures.** Provide the plan or method proposed to be used by the Offeror to manage and collect delinquent judgments, including means by which the Judiciary will report delinquent accounts for collection and means by which Offeror proposes to report collection results to the Judiciary. Include sample reports listing assignments, adjustments, collections received, collection fees, trial balance, and periodic progress reports. Also include the type, age and minimum value of an account to be accepted for collection.
- a. Provide a written copy of collection procedures proposed by Offeror to collect the court(s) receivables. Include examples of collection letters, telephone contact, scripts, skip trace technique, day and evening collection staff, etc..

- b. State the Offeror's methodology for handling debtor's questions, problems and disputes.
  - c. State the Offeror's methodology for handling non-English speaking, hearing impaired, blind clients or otherwise disabled clients.
  - d. Provide examples of all written collection notices to be mailed and describe the ability for the Judiciary to review and customize the language of these notices.
  - e. Provide a copy of telephone collector's guide and training material.
- 4.2.2 **Collections Outside the State.** For collection outside the State, describe the plan or method proposed to be used by the Offeror, including the means by which the Offeror selects outside agent(s), if any, to handle out-of-State collections. If outside agent(s) are used, include the list of outside agent(s) and their qualifications (license, certification, registration, etc.) to operate as collection agent(s) in their residential state. This information will provide the Judiciary with some assurance that qualified collection agent(s) are being used to collect accounts on the Judiciary's behalf.
- 4.2.3 **Cost of Collection Services.** Any fees or costs associated with collection efforts shall be added to the total amount due and retained by the Contractor as its payment.
- 4.2.4 **Method of Transferring Collections.** Describe the method of transferring collected amounts to the Judiciary.
- 4.2.5 **Insurance Coverage for Liability.** Include copy of the current certificate of insurance. Include types of coverage and amounts.
- 4.2.6 **Authorized Persons.** State the name(s) of the person(s) authorized to bind the Offeror. A Corporate Resolution will be required from the successful Offeror and attached to the contract at the time of signing.
- 4.2.7 **Legal Proceeding.** Policies and procedures of the Offeror in the event legal proceedings are pursued on any account.
- 4.2.8 **Collection and Accounting Policies.** Provide a description of collection and accounting policies. Include policies regarding right of the Judiciary to audit Offeror's records and information relating to the performance of the contract. In the event Offeror's policies contradict Judiciary policies pursuant to the Hawaii Revised Statutes and Hawaii Administrative Rules, Judiciary policies shall prevail.
- 4.2.9 **Additional Information.** Offeror is encouraged to submit any and all other features, special services, capabilities, or information of its collection system or method that will enhance the company's value to the Judiciary.
- 4.2.10 **Offeror Experience and Qualifications.** The Offeror shall provide:
- a. The address of the principal place of business of the firm on the island of Oahu.

- b. A list of clients located in-state and out-of-state, including courts, government, quasi-government, utilities, other service agencies or private businesses, for which the Offeror has done or is doing collection business.

Include the following information:

- (1) An indication of success in collection for each client listed.
  - (2) An indication of the type or description of accounts collected.
  - (3) Number of debt accounts assigned to Offeror by the client.
  - (4) Dollar value of client debt accounts assigned to Offeror.
  - (5) Dollar volume of client debt accounts collected by Offeror.
  - (6) Age of client accounts turned over to Offeror for collection.
  - (7) An indication of the effort made by Offeror's client in collecting prior to turning the accounts over to Offeror for collection.
  - (8) Names and phone numbers of client contact persons to verify collection information, including success in collection.
  - (9) Duration of contract with listed clients.
- c. Copy of the most recent annual report and any other information that the Offeror may wish to submit to indicate financial stability.
  - d. Provide a brief history of the company and the length of experience in the collection business.
  - e. Size, qualifications, and experience of staff in Honolulu, Hawaii. Specialized experience and technical competence of the Offeror regarding the types of services required. Number and locations of other offices within the United States. Provide an organizational chart of the company and the Hawaii office.
  - f. Identify any special credentials, memberships, or affiliations that pertain to the record and/or reputation of the Offeror.
  - g. Identify, by name and job title, key staff who will provide services required and provide resumes for these employees (i.e., management, supervisors, programmers).

### **4.3 COMPUTER NETWORK**

- 4.3.1 **Description and Capabilities.** Give a brief description of Contractor's computer system and its update capabilities.
- 4.3.2 **Terminal Access.** State where terminal access for on-line inquiry will be located and how will access be supplied.

- 4.3.3 **Maintenance and Backup of Records.** Describe Contractor's ability to maintain records of collections, and recovery; produce reports; and bill an unlimited number of debtors. Describe computer backup capabilities. What methods are used to ensure the safety and security of all Judiciary records and documents.
- 4.3.4 **System Interface.** Provide documentation regarding Contractor's capacity to interface with the Judiciary. Describe the modes of data transmission employed by Contractor in the conduct of business with reference entities.
- 4.3.5 **Other System Options Available.** Provide details of other automated systems used to enhance collection activities (such as interactive voice response systems, web-based credit and/or debit card systems, call distributors, national databases).
- 4.3.6 **Go-Live.** Identify the number of days necessary to interface with the Judiciary from the date of the Notice to Proceed to actual go-live.

#### **4.4 SUBCONTRACTORS**

Offeror shall provide a list of any subcontractors who will be used to perform any portion of the services required herein. The list shall include each subcontractor's name, address, and contact person; a complete description of work to be subcontracted; and descriptive information concerning subcontractor's organization and abilities.

The Contractor shall not delegate any duties listed in this RFP to any subcontractor other than those listed in the RFP unless the Judiciary gives written approval. The Judiciary reserves the right to approve in advance all proposed subcontractors for this project and to require the Contractor to replace any subcontractor found to be unacceptable. The Contractor will be the sole point of contact with regard to all the contractual matters, including payment for any and all charges resulting from the contract, and will be responsible for all services whether or not the Contractor performs them.

#### **4.5 EXCEPTIONS TO RFP REQUIREMENTS/SPECIFICATIONS/PROVISION**

Offeror shall list any exceptions taken to the terms, conditions, specifications, or other requirements listed herein. Offeror shall reference the RFP section where exception is taken, a description of the exception taken, and the proposed alternative, if any. The Judiciary reserves the right to accept or not accept exceptions.

#### **4.6 COST PROPOSAL**

Offeror shall provide on Offer Form, page OF-09 - Fee Schedule proposal, Section 7.6, the collection fee charges. Offeror shall provide the methodology and calculations that result in the collection fee charges. These charges shall also apply to any extension(s) to the contract.

**END OF SECTION**

## SECTION FIVE – EVALUATION CRITERIA AND CONTRACTOR SELECTION

All proposals shall be evaluated by the Selection Committee using the following criteria and pursuant to Section 4.2 of the Procedural Requirements (Attachment A of the RFP). Best and final offers shall be allowed when applicable. The recommendation for contract award will be made to the responsible offeror whose proposal is determined in writing to provide the best value to the Judiciary, based on the criteria below.

An in-depth analysis and review of all offers will be based on the criteria below and their associated points. The total number of points used to score this proposal shall be 175.

### POINTS

### CRITERIA

#### Experience and Qualifications of the Offeror (Total Points: 30)

- |    |   |   |
|----|---|---|
| 10 | • | Past record of performance on contracts with government agencies and private industry with respect to effectiveness and quality of work.  |
| 10 | • | Past record of performance on contracts with court systems with respect to effectiveness and quality of work.   |
| 5  | • | Size, qualifications and experience of staff in Honolulu, Hawaii. Capacity and capability of the Offeror to perform the work. Specialized experience and technical competence of the Offeror regarding the types of services required. Number and locations of other offices and staff. |
| 5  | • | Financial stability of the Offeror and length of experience in the collection business.   |

#### Collection Procedures (Total Points: 35)

- |    |   |  |
|----|---|--|
| 20 | • | Completeness and reasonableness of the Offeror's plan, including procedures for accomplishing the collection and accounting services. Clear understanding of the work needed by the Judiciary or work to be performed. |
| 10 | • | Access to a national database and international contacts to trace out-of-state debtors and the ability to track debtor assets as necessary.  |
| 5  | • | Policy and procedures of the Offeror in the event legal proceedings are initiated on any account.  |

#### Technology Capabilities (Total Points: 75)

- |    |   |   |
|----|---|---|
| 25 | • | An automated system with compatible interfaces to the Judiciary's computer system to facilitate the exchange of account |
|----|---|---|

placements, payment information, and status reports. System requirements include email, and/or internet capabilities.

- 15 • Access to on-line inquiry between the Judiciary and the Offeror.
- 20 • Assurances as to the security and safety of all Judiciary computer files and documents.
- 10 • An adequate back-up system and procedures to accommodate equipment failures.
- 5 • Amount of time it would take to interface with the Judiciary's system and "go-live". The shortest "turn-around time" would garner the highest number of points.

**Cost** (Total Points: 15)

- 15 • Fees or costs associated with the collection efforts to be added to the amount due and retained by the collection agency as its payment. The lowest fee/cost would garner the highest number of points.

**MISCELLANEOUS** (Total Points: 20)

- 10 • Management reports such as debtor account status, remittances to the Judiciary and liquidated percentage. Also includes and considers the frequency of such reports.
- 5 • Insurance coverage for liability.
- 5 • Any other services provided by Offeror to benefit the Judiciary in the collection of delinquent accounts.

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**175**

## SECTION SIX – SPECIAL PROVISIONS

- 6.1 Scope.** Services for the collection of delinquent accounts owed to the Judiciary, State of Hawaii shall be rendered in accordance with the provisions set forth in this Request for Proposal (RFP) document, attachments, and addenda.
- 6.2 Term of Contract and Extension.** The initial contract shall be for a term of five (5) years. The contract may be extended for two (2) additional twelve-month periods or any part thereof if mutually agreed upon in writing at least thirty (30) days prior to contract expiration. The Judiciary may terminate the contract at any time upon 30 calendar days' prior written notice.
- 6.3 Questions and Contact Persons.** Questions regarding this RFP shall be received no later than 4:00 p.m., H.S.T. on the date indicated in the Section 1.2, Significant Dates.

During the RFP process, questions relating to technical aspects shall be directed to Janell Kim, preferably by email at: [Janell.J.Kim@courts.hawaii.gov](mailto:Janell.J.Kim@courts.hawaii.gov) or by telephone at (808) 538-5805.

During the contract period, the Officers-In-Charge are:

Mr. Paul Kaneshiro  
Court Fiscal Officer  
First Circuit Court  
Ka'ahumanu Hale  
777 Punchbowl Street  
Honolulu, HI 96813  
Tel: (808) 539-4351  
Fax: (808) 539-4402  
Email address:

[Paul.T.Kaneshiro@courts.hawaii.gov](mailto:Paul.T.Kaneshiro@courts.hawaii.gov)

Mr. Colin Young  
Court Fiscal Officer  
Third Circuit Court  
75 Aupuni Street  
Hilo, HI 96720-4255  
Tel: (808) 961-7424  
Fax: (808) 961-7416  
Email address:

[Colin.S.Young@courts.hawaii.gov](mailto:Colin.S.Young@courts.hawaii.gov)

Ms. Terri Gearon  
Court Fiscal Officer  
Second Judicial Circuit  
Ho'apili Hale  
2145 Main Street, Ste. 106  
Wailuku, Maui, HI 96793-1679  
Tel: (808) 244-2999  
Fax: (808)244-2932  
Email address:

[Terri.L.Gearon@courts.hawaii.gov](mailto:Terri.L.Gearon@courts.hawaii.gov)

Ms. Danette Wise  
Court Fiscal Officer  
Third Judicial Circuit  
3059 Umi Street, Room 101  
Lihue, Kauai, HI 96766-1809  
Tel: (808) 246-3305  
Fax: (808) 246-3310  
Email address:

[Danette.V.Wise@courts.hawaii.gov](mailto:Danette.V.Wise@courts.hawaii.gov)

For District Court of the First Circuit matters:

Ms. Jeanne Taketa  
Assistant Court Fiscal Officer  
District Court of the First Circuit  
Kauikeaouli Hale

1111 Alakea Street, 4<sup>th</sup> Floor  
Honolulu, HI 96813  
Tel: (808) 538-5286  
Fax: (808) 538-5255  
Email address: [Jeanne.M.Taketa@courts.hawaii.gov](mailto:Jeanne.M.Taketa@courts.hawaii.gov)

Other questions regarding this RFP process are to be directed to Newton Sakamoto at (808) 538-5805, FAX (808) 538-5802, or email [Newton.T.Sakamoto@courts.hawaii.gov](mailto:Newton.T.Sakamoto@courts.hawaii.gov).

**6.4 Pre-Proposal Conference.** A pre-proposal conference shall be held at 1111 Alakea Street on the 6<sup>th</sup> Floor at 2:00 p.m. on the date indicated in Section 1.2, Significant Dates.

Attendance for this pre-proposal conference is optional.

Applicants attending the pre-proposal conference should bring their RFP packets with them. Applicants are encouraged to submit written questions prior to the conference. Impromptu questions will be permitted and spontaneous answers provided at the conference at the Judiciary's discretion. Verbal answers provided at the conference are only intended as general direction and may not represent the Judiciary's position. Formal official responses will be provided in writing. To ensure a written response from the Judiciary, any questions should be submitted in writing following the close of the conference, but no later than the date indicated in Section 1.2, Significant Dates.

**Interested Offerors are advised to contact the Judiciary Contracts & Purchasing Office to insure that Offeror's name, address, telephone and facsimile number(s) are on record for addenda distribution. The Judiciary shall not be responsible for distribution of addenda to those interested Offerors who have not provided this information to the Contracts & Purchasing Office.**

**6.5 Offer Submission.** Offerors shall submit three (3) copies (one original and two copies) of their Offer Form/packet/proposal. Offers must be submitted **no later than 4:00 p.m. HST on September 10, 2012** to:

The Judiciary, State of Hawaii  
Kauikeaouli Hale  
1111 Alakea Street, 6th Floor  
Financial Services Division  
Honolulu, Hawaii 96813 -2807  
Attention: Newton Sakamoto

**OFFERS RECEIVED OR HAND DELIVERED AFTER THE DATE AND TIME SPECIFIED SHALL NOT BE ACCEPTED AND SHALL BE RETURNED TO THE VENDOR UNOPENED.**

Offers on CD or Flash Drive. As an option to submitting hard copies (one original and two copies) of the entire Offer Packet, Offer(s) may be submitted on CD or flash drive (three copies) in Adobe pdf format no later than the date and time indicated in the Significant Dates section of this IFB.



Offers via Electronic Submittal. As another option to submitting hard copies of the entire Offer Packet, Offers may be submitted no later than the date and time indicated in the Significant Dates section of this RFP to the above Purchasing Specialist via email or facsimile.

Offeror Bears Responsibility for Transmission. Offeror(s) who submit proposals or amendments by electronic means, bear the whole and exclusive responsibility for assuring that the documents are received by the Judiciary and for ensuring the complete, correctly formatted, legible, and timely transmission of their documents. By opting to submit documents by electronic means, Offeror(s) assume all risk that the Judiciary's receiving equipment and system may be inoperative or otherwise unavailable at the time transmission is attempted.

Purchasing Specialist e-mail address & FAX: [Newton.T.Sakamoto@courts.hawaii.gov](mailto:Newton.T.Sakamoto@courts.hawaii.gov)  
FAX: (808)538-5802

The submission of a proposal shall constitute an incontrovertible representation by the Offeror of compliance with every requirement of this RFP, and that the RFP documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions of performance of the work.

Prior to submitting a proposal, each Offeror must:

- a. Examine the solicitation documents thoroughly. Solicitation documents include this RFP, any attachments, and any other relevant documentation.
- b. Become familiar with State, local, and federal laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work specified herein.

## **6.6 Contract Award.**

**6.6.1 Award.** Award, if any, will be made to the responsive and responsible Offeror whose proposal is determined to be the most advantageous and of best value to the Judiciary based on the evaluation criteria in Section 5. Offeror must meet Offer Qualification as specified in this RFP.

No performance or payment bond is required for this contract.

The Judiciary reserves the right to reject any proposals and to waive any defects, when in the Judiciary's opinion, such rejection or waiver is in the best interest of the Judiciary.

**6.6.2 Hawaii Compliance Express.** Prior to Award, the Contractor must be registered at the Hawaii Compliance Express (HCE) where proof of compliance with the requirements of Chapter 103D-310(c), HRS is obtained. A single "**Certificate of Vendor Compliance**" from HCE eliminates the need to obtain individual copies of required clearances with the Internal Revenue Service, State of Hawaii Department of Labor, State of Hawaii Department of Commerce and Consumer Affairs, and State of Hawaii Department of Taxation offices.

HCE allows businesses to register online through a simple wizard interface at <https://vendors.ehawaii.gov/hce/splash/welcome.html>. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of

Chapter 103D-310(c), HRS, provides current status as of the issuance date and shall be accepted for both contracting purposes and final payment. For HCE services, contractors must pay an annual fee to the Hawaii Information Consortium, LLC (HIC).

- 6.6.3 Timely Submission of Certificate.** The above certificate should be applied for and submitted to the Judiciary upon award of contract. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.
- 6.6.4 Final Payment Requirements.** An HCE certificate will be required for final payment, if any.
- 6.7 Contract Execution.** The successful Offeror receiving the award shall be required to enter into a formal written contract with the Judiciary. The Contractor must be compliant and the HCE Certificates, as described in 6.6.2, must be submitted prior to execution of the contract. (If a copy was not included with the Offer Form). Upon execution of the contract, the Judiciary shall issue a Notice to Proceed, specifying the contract commencement date.
- No work shall be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed. The Judiciary is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor arising prior to the official starting date.
- 6.8 Proposal Opening.** Proposals shall not be opened publicly, but shall be opened in the presence of two or more procurement officials. The register of proposals and Offerors' proposals shall be open to public inspection after the contract is signed by all parties.
- All proposals and other material submitted by Offerors become the property of the Judiciary and may be returned only at the Judiciary's option.
- 6.9 Client References.** Offeror shall provide the names, addresses, telephone numbers, and contact persons of five (5) companies, courts or government entities for which the Offeror has provided services similar to those being requested in the RFP. All work for these references must have been performed within the past two (2) years, preferably in the State of Hawaii. The Judiciary reserves the right to contact any and all of the listed companies to inquire about the Offeror's performance on those projects.
- 6.10 Method of Award.** The award will be made to the responsible Offeror whose proposal is determined in writing to provide the best value to the Judiciary based on the price and the evaluation criteria outlined in Section Five.
- 6.11 Performance Bond.** A performance bond is **not** required for this Request for Proposal.
- 6.12 Hawaii General Excise Tax License.** In accordance with Section 103-53.3, Hawaii Revised Statutes, Offeror shall submit his current Hawaii General Excise Tax I.D. number in the space provided on the Offer Form.
- 6.13 Proposal Guaranty.** A proposal guaranty is **not** required for this Request for Proposal.

**6.14 Tax Liability.** Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and Offerors are advised that if selected, they are liable for the Hawaii General Excise Tax (GET) on all gross income at the current 4.5% rate. If however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

**6.15 Insurance Requirements.** The Contractor shall maintain in full force and effect during the life of the contract, liability and property damage insurance to protect the Contractor and its subcontractor, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as an additional insured.

As an alternative to the Contractor providing insurance coverage operations performed by a subcontractor and naming the subcontractor as an additional insured, Contractor may require subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor’s insurance policy or policies shall be in addition to the Contractor’s own policy of policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its subcontractor(s) where appropriated.

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (occurrence form, including coverage For Errors and Omissions)	\$1,000,000 combined single limit per occurrence for bodily injury and property damage

Each insurance policy required by this contract, including a subcontractor’s policy shall contain the following clauses:

1. “The insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to The Judiciary, State of Hawaii, Financial Services Division, 111 Alakea Street, 6<sup>th</sup> Floor, Honolulu, Hawaii, 96813-2807.”
2. “The Judiciary, State of Hawaii is added as an additional insured with respect to operations performed for the Judiciary.”
3. “It is agreed that any insurance maintained by the Judiciary or the State of Hawaii shall apply in excess of, and not contribute to, insurance provided by this policy.

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the contract. Upon Contractor’s execution of the contract, the Contractor agrees to deposit with the Judiciary certificate(s) of insurance necessary to satisfy the Judiciary that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) on deposit with the Judiciary during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the Judiciary, Contractor shall be responsible for furnishing a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the Judiciary to exercise any or all of the remedies provided in this contract for a default by the Contractor.

The procuring of such required insurance shall not be construed to limit the Contractor's liability hereunder nor to fulfill the indemnification provisions that are requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by any negligence or neglect connected with this contract.

- 6.16 Subcontractors.** Subcontractors may be used by the Contractor in performing portions of the services in this RFP. A list of all sub-contractors shall be attached which includes the firm name and address, contact person, a complete description of work to be subcontracted, and descriptive information concerning subcontractor's organization, staffing and abilities.

In addition, a statement from each subcontractor signed by an individual authorized to legally bind the subcontractor shall be attached to the Offeror's proposal. This statement shall include the subcontractor's scope of work, willingness to perform the work and the subcontractor's qualifications.

- 6.17 Contract Execution and Extension.** Successful Offeror receiving the award shall be required to enter into a formal written contract. If the option to extend for an additional period is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract. Any contract extension must be executed by the Contractor no less than thirty (30) days prior to the scheduled date of termination.

The contract commencement date shall be specified in the Notice to Proceed. A proof of required insurance coverage and the Hawaii Compliance Express (HCE) certificate must be submitted prior to execution of the contract (if copies are not submitted with the proposal).

No work is to be undertaken by the Contractor prior to the commencement date. The Judiciary is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the starting date.

At the time of the extension, the fee schedule for the extended period shall remain the same as the previous year's fee schedule or is negotiated as set forth in the Contract Price Adjustment provisions.

- 6.18 Permits, Certificates, and Licenses.** The Contractor shall obtain and pay for all permits, certificates, and licenses required and necessary for the performance of the work specified herein, shall post all notices required by law, and shall comply with all laws, ordinances, and regulations bearing on the conduct of the work specified.

- 6.19 Inspection and Modification – Reimbursement for Unacceptable Deliverables.** All work provided by Contractor is subject to inspection, evaluation, and approval by the respective Judiciary Officers-in-Charge, to ensure that the work is progressing on schedule and complies with the contract requirements. If the Officer-in-Charge determines that corrections or modifications must be made to assure compliance with the contract, the Officer-in-Charge may direct the Contractor to make such changes.

Contractor's failure to perform pursuant to the contract may cause the Judiciary to terminate the contract or exercise other remedies as set forth in the General Conditions.

**6.20 Removal of Contractor's Employees.** The Judiciary shall have the right to request that Contractor's personnel be removed from all work on this project, and the Contractor shall comply with such request, effective immediately upon notification by the Judiciary. Any such request by the Judiciary shall include a written statement indicating why removal of personnel is warranted.

**6.21 Amendment.** The contract may be amended by the Judiciary and the Contractor for the purpose of curing any ambiguity, or curing, correcting or supplementing any defective provision contained therein, or to clarifying matters or questions arising under the contract as may be deemed necessary, provided that any such changes or modifications shall be in writing and signed by an authorized officer, employee, or representative of Contractor and the Judiciary.

**6.22 Termination for Cause.** Grounds for Termination. The Judiciary may, at its discretion, terminate the contract with the Contractor for any of the following reasons:

1. Contractor fails to begin the work on services under the contract or by the time specified;
2. Contractor fails to perform the work with sufficient workers, equipment, or materials to ensure prompt completion of the work;
3. Contractor performs the work or services negligently, or neglects or refuses to remove materials or to perform anew, work or services that may be rejected as unacceptable;
4. Contractor discontinues the prosecution of the work or services;
5. Contractor breaches any term of the contract;
6. Contractor becomes insolvent or commits any act of bankruptcy or insolvency;
7. Contractor allows any final judgment to stand against it unsatisfied for a period of ten (10) days; and
8. Contractor makes an assignment for the benefit of creditors.

Should the Contractor, for any other cause whatsoever, fail to carry out the work or services in an acceptable manner, the Judiciary will give written notice to the Contractor of such delay, neglect or default.

If the Contractor within a period of ten (10) days after the date of such notice of termination, shall not proceed in accordance therewith, then the Judiciary will have full power and authority, without violating the contract, to take the prosecution of the work or service out of the hands of the Contractor, and to use such methods as are deemed necessary to complete the contract in an acceptable manner.

**6.23 Cancellation of Solicitation and Rejection of Offers.** The solicitation maybe canceled or the offers may be rejected, in whole or in part, when in the best interest of the Judiciary, as provided in Rules 3-122-95 through 3-122-97, Hawaii Administrative Rules.

**6.24 Conflicts and Variations.** In the event of any conflict or variation between the provisions of this document entitled *Special Provision* and the *General Conditions*, the provisions of the document entitled *Special Provisions* shall control. In the event of any conflict or variation between the provisions of this document entitled *Special Provisions* and the *Scope of Work*, the provisions of the document entitled *Scope of Work* shall control.

**END OF SECTION**

**SECTION SEVEN – 7.1 OFFER FORM  
REQUEST FOR PROPOSALS NO. J13080**

**COLLECTION OF DELINQUENT ACCOUNTS OWED TO  
THE JUDICIARY, STATE OF HAWAII**

Offeror: \_\_\_\_\_

Honolulu, Hawaii

\_\_\_\_\_, 2012

Financial Services Administrator  
The Judiciary, State of Hawaii  
Kauikeaouli Hale  
1111 Alakea Street, 6th Floor  
Honolulu, Hawaii 96813

Dear Financial Services Administrator:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Conditions dated February 2001 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned represents: **(Check one only)**

- A **Hawaii Business** incorporated or organized under the State of Hawaii; **OR**
- A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii and has a separate branch or division in the State that is capable of fully performing under the contract.

State of incorporation: \_\_\_\_\_

Offeror is:

- Sole Proprietor     Partnership     Corporation     Joint Venture  
 Other

Hawaii General Excise Tax License I.D. No: \_\_\_\_\_

Business address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Payment address (other than street address above): \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Respectfully submitted,

Phone No.: \_\_\_\_\_

(x) \_\_\_\_\_

Authorized (Original) Signature

Fax No.: \_\_\_\_\_

\_\_\_\_\_

Name and Title (Please Type or Print)

Email Address: \_\_\_\_\_

\* \_\_\_\_\_

\* **Exact Legal Name of Company (Offeror)**

\* If Offeror is a "dba" or a "division" of a corporation, please furnish the exact legal name of the corporation under which the contract, if awarded, will be executed.



WAGE CERTIFICATE

Subject: REQUEST FOR PROPOSALS NO. J13080

Project Description: TO PROVIDE SERVICES FOR THE COLLECTION OF DELINQUENT ACCOUNTS OWED TO THE JUDICIARY, STATE OF HAWAII

Pursuant to Section 103-55, Hawaii Revised Statutes, I hereby certify that if awarded the contract in excess of \$25,000.00, the services to be performed will be performed under the following conditions:

The services to be rendered shall be performed by employees paid at wages or salaries not less than wages paid to public officers and employees for similar work.

All applicable laws of the Federal and State governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wages required by Section 103-55, Hawaii Revised Statutes.

Offeror: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

REQUEST FOR PROPOSAL J13080

7.2 – DESCRIPTION OF FIRM

Name of Company: \_\_\_\_\_

Contact Person for this Proposal: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_

FAX No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Offeror may either complete the following information on this form or provide the information as a separate attachment.

Company background:

Organization and staffing that will be assigned to this contract:

Previous work conducted by this firm:

OFFEROR: \_\_\_\_\_

7.3 – PROJECT PERSONNEL

Identify staff that will be assigned to this contract for the various services that are being requested (information can be completed on this form or used as part of your proposal packet). Attach additional pages as needed.

Name/Title: \_\_\_\_\_

Years of Experience: \_\_\_\_\_

Qualifications:

Name/Title: \_\_\_\_\_

Years of Experience: \_\_\_\_\_

Qualifications:

Name/Title: \_\_\_\_\_

Years of Experience: \_\_\_\_\_

Qualifications:

Name/Title: \_\_\_\_\_

Years of Experience: \_\_\_\_\_

Qualifications:

OFFEROR: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Years of Experience: \_\_\_\_\_

Qualifications:

Name/Title: \_\_\_\_\_

Years of Experience: \_\_\_\_\_

Qualifications:

Name/Title: \_\_\_\_\_

Years of Experience: \_\_\_\_\_

Qualifications:

Name/Title: \_\_\_\_\_

Years of Experience: \_\_\_\_\_

Qualifications:

OFFEROR: \_\_\_\_\_

7.4 – OFFEROR’S SUBCONTRACTOR INFORMATION

If subcontractor(s) will be used, provide the following information regarding each subcontractor; this information is in addition to information noted in the Proposal Letter. Attach additional pages as needed:

Subcontractor 1:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Description of work to be subcontracted:

Description of subcontractor’s organization, staffing and abilities:  
(You must also complete the Statement of Qualification for all subcontractor’s employees that may be assigned to this RFP)

OFFEROR: \_\_\_\_\_

Subcontractor 2:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Description of work to be subcontracted:

Description of subcontractor's organization, staffing and abilities:  
(You must also complete the Statement of Qualification for all subcontractor's employees that may be assigned to this RFP)

(Please use additional sheets if more subcontractors are to be used)

OFFEROR: \_\_\_\_\_

7.5 – CLIENT REFERENCES

FAILURE TO COMPLETE ANY OF THE FOLLOWING ITEMS MAY RESULT IN THE DISQUALIFICATION OF THE SUBMITTED OFFER.

Names and addresses of companies, other than the Judiciary, for which the undersigned has furnished collection services that are similar in nature and/or volume to services specified in the attached specifications. Refer to References section of the enclosed offer.

Company/Agency Name & Contact	Address	Phone/Fax/email

## 7.6 – FEE SCHEDULE PROPOSAL

Offeror shall provide the fee schedule or costs associated with collection efforts by the Contractor and which shall be retained by the Contractor as its payment. Please provide all calculations. Use an example of a collection in the amount of \$100.00. Illustrate what will be returned to the Judiciary and what will be retained by the Contractor.



7.7 – COMMERCIAL GENERAL LIABILITY INSURANCE

Offeror shall provide the following information:

Commercial General Liability Insurance

Name of Company: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Policy Period: \_\_\_\_\_

Coverage Amount: \_\_\_\_\_

Contractor's License Number: \_\_\_\_\_