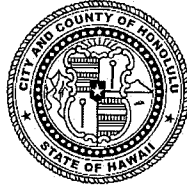


SOLICITATION DOCUMENT NO. RFB-BFS-1828912



NOTICE TO OFFERORS
Request for Sealed Bids (RFB)

Description: Provide Services for Delinquent Account Debt Collection
Requesting Agency: Department of Budget and Fiscal Services, City & County of Honolulu, Hawaii.

COMPETITIVE SEALED BIDS shall be received no later than:

Close Time: 14:00 HST
Close Date: June 10, 2024
Location: Division of Purchasing,
Department of Budget and Fiscal Services
530 South King Street, Room 115, City Hall
Honolulu, Hawaii 96813

Unless otherwise stated in the solicitation, competitive sealed bids shall be read aloud at the public bid opening held shortly after the deadline for offers, as amended.

Questions relating to this solicitation shall be emailed to Megan Swartzwelder at bfspurchasing@honolulu.gov.

A handwritten signature in black ink, appearing to read "Kelsi Imamura", is written over a horizontal line.

KELSI IMAMURA
Acting Purchasing Administrator *KK ms*

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APPENDIX C: PRICING/CERTIFICATIONS ***[TO BE SUBMITTED]***

APPENDIX D: SPECIAL PROVISIONS

APPENDIX E: GENERAL TERMS AND CONDITIONS

NOTICE TO OFFERORS - SCHEDULE OF EVENTS

All times indicated are Hawaii Standard Time (HST).

Deadline to Submit Requests for Clarifications/Substitutions: May 31, 2024

Last Day to Issue Addenda: June 4, 2024

DEADLINE FOR OFFERS: 14:00 HST on
June 10, 2024

NOTICE TO OFFERORS – SPECIAL INSTRUCTIONS TO OFFERORS

I. GENERAL INSTRUCTIONS TO OFFERORS FOR THE CITY AND COUNTY OF HONOLULU DATED 02/09/2017.

The General Instructions to Offerors for the City and County of Honolulu dated 02/09/2017 shall apply. If not physically attached, it shall be incorporated by reference herein and referred to as the "General Instructions." Copies may be obtained online at www.honolulu.gov/pur; click on the link titled: "Instructions, Terms & Conditions".

II. METHOD OF AWARD.

The CITY shall award a contract to the responsive, responsible Offeror with the lowest Extended Total. The CITY will only consider an offer with pricing on all items listed. The award is subject to the availability of funding.

III. SAMPLE OF CONTRACT.

A sample of the City & County of Honolulu's ("CITY" or "City's") contract form is included as Notice to Offerors - Exhibit 1: Sample Contract. Any questions regarding the City's contract form shall be submitted prior to the solicitation's Deadline to Submit Requests for Clarifications/Substitutions.

IV. SOLICITATION ADDENDA.

Section 2.19 Solicitation Addenda (b)(2) of the General Instructions to Offerors dated 02/09/17 is deleted in its entirety.

V. COST ANALYSIS DATA.

Delete Section 6.9 Cost Analysis Data of the General Instructions to Offerors dated 02/09/2017 in its entirety and replace with the following:

"The CITY reserves the right to request cost data to conduct a cost analysis. Pursuant to HRS 103D-312 and HAR 3-122 Subchapter 15, this cost data will be used to determine if the offer is fair and reasonable. Information provided by the Offeror may remain confidential and proprietary in accordance with HRS §92F-13(3)."

VI. HCE COMPLIANCE.

To be considered for award, the Offeror must comply with applicable laws including Federal and Hawaii State tax, labor, and business registration requirements. To ensure compliance, the CITY recommends that the Offeror register with the State of Hawaii Compliance Express System (<http://vendors.ehawaii.gov>).

VII. MINIMUM QUALIFICATIONS

A. CONTRACTOR QUALIFICATIONS

Within five (5) business days of the City's request, the Offeror shall furnish all necessary documentation to show proof of the below. Failure to furnish may be cause for rejection of bid.

1. Licensed to conduct debt collection services in the State of Hawaii.
2. The Offeror must have and maintain a Better Business Bureau rating of "A" or higher.
3. Offeror must be a member of American Collectors Association (ACA) International. Offeror may be licensed nationwide.
4. Offeror shall have written policies and procedures that comply with the Consumer Financial Protection Bureau (CFPB), Fair Debt Collection Practice Act (FDCPA) and the Fair Credit Reporting Act (FCRA), as amended.
5. Offeror shall have an ongoing collector training program to properly handle fraud/identity theft, disputes between parties, payment plans and consumer complaints.
6. Successful accumulated average collection percentage of 20% or more, a period of one (1) year.
7. Have a detailed plan which describes the methods used to collect debts and an operational plan to indicate the company's expertise to provide for cost effective and reliable services.

B. EMPLOYEE QUALIFICATIONS

Within five (5) business days of the City's request, the Contractor shall furnish all necessary documentation to show proof of the below.

1. Employees that will be working under this contract shall have five (5) or more years' experience in debt collection for government accounts.

NOTICE TO OFFERORS - EXHIBIT 1: SAMPLE CONTRACT

**CONTRACT NO. XX-XXX-XXXXXXX
SOLICITATION NO. RFB-XXX-XXXXXXX**

THIS AGREEMENT (or "Agreement"), made and entered into on _____, by and between the CITY AND COUNTY OF HONOLULU, a municipal corporation existing under and by virtue of the laws of the State of Hawai'i, with offices at Honolulu Hale, 530 South King Street, Honolulu, Hawaii 96813, hereinafter called the "CITY" (or "City's"), and [CONTRACTOR'S LEGAL NAME] whose principal place of business is [CONTRACTOR'S ADDRESS], hereinafter referred to as the "CONTRACTOR" (or "Contractor").

WITNESSETH THAT:

WHEREAS, the CITY desires to engage the CONTRACTOR to [Project Description]; and

WHEREAS, a solicitation for bids and the selection of the CONTRACTOR were made in accordance with section 103D-302, Hawaii Revised Statutes ("HRS") and the related Hawaii Administrative Rules ("HAR"). The CONTRACTOR has been identified as the lowest responsible and responsive bidder, whose bid meets the requirements and criteria set forth in the invitation; and

WHEREAS, the CONTRACTOR is willing and able to provide the services set forth in this Agreement;

NOW, THEREFORE, the CITY and the CONTRACTOR, in consideration of the foregoing and of the mutual promises hereinafter set forth, the sufficiency and adequacy of which are hereby acknowledged, and intending to be legally bound, hereby mutually agree as follows:

1. This Contract and the following documents, appendices and exhibits collectively form the "Agreement" or "Contract Documents", all of which are attached hereto and incorporated herein:

This Contract

Appendix A: Scope of Work

Appendix B: Term/Schedule of Work

Appendix C: Pricing/Certifications

Appendix D: Special Provisions

Appendix E: General Terms and Conditions ("GTC")

The Contract Documents as listed hereinabove are in the order of controlling preference should there be any conflict in the terms of the Contract Documents.

2. The CONTRACTOR shall furnish all services, labor, goods, materials, supplies, equipment and other incidentals reasonably necessary for the successful completion of the work contemplated under Appendix A: Scope of Work and this Agreement.

3. The CITY agrees to pay the CONTRACTOR for the satisfactory performance and completion of the Work in accordance with the payments schedule and provisions, all as set forth in Appendix C: Pricing/Certifications, Appendix D: Special Provisions and Appendix E: General Terms and Conditions. The total amount of this Agreement shall not exceed [Dollar Amount Spelled Out] [(\$XX.XX)], which is the maximum payable under this Agreement and inclusive of all taxes. CONTRACTOR shall not pass through any increases in taxes to the CITY.

Such payments shall be provided from the following funds:

Federal Funds	[Dollar Amount]
City Funds	[Dollar Amount]

It is hereby agreed by and between the parties hereto that the sum of [Dollar Amount] shall be paid only out of the applicable Federal funds, and that this Agreement shall be construed to be an agreement by the CITY to pay such compensation to the CONTRACTOR only out of the aforesaid Federal funds when such Federal funds are received from the Federal Government

4. The term of the Agreement shall be provided in Appendix B: Term/Schedule of Work.

5. The CONTRACTOR will perform said work in an efficient manner so as entirely to complete and perform said work within the time set forth in Appendix B: Term/Schedule of Work.

IN WITNESS WHEREOF, this AGREEMENT is executed by the duly authorized officer or agent of the CITY and the CONTRACTOR.

CITY AND COUNTY OF HONOLULU	CONTRACTOR'S LEGAL NAME
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE: Director, Department of Budget and Fiscal Services	TITLE:
DATE:	DATE:

APPROVED AS TO FORM AND LEGALITY

Deputy Corporation Counsel

APPENDIX A: SCOPE OF WORK

I. OVERVIEW.

Furnish services for debt collection of delinquent accounts owed to the City and County of Honolulu (CITY) and the Board of Water Supply (BWS). The Contractor shall supplement and complete, to the extent possible, any efforts of the CITY and BWS personnel to collect debts owed to the CITY and BWS. The past due debt owed includes but is not limited to Public Service Company Tax delinquent accounts, damage to CITY infrastructures and traffic property, sewer lateral/inspection fees, refuse disposal and collection accounts, Section 8 default on landlord/tenant agreements, motor vehicle licensing/permit returned checks, events at Neal S. Blaisdell Center and Tom Moffatt Waikiki Shell, auditorium events, liquor law violations, false alarm billing service fees, salary overpayments, and other assigned delinquent accounts. Delinquent accounts of BWS are primarily delinquent accounts that are closed residential and commercial receivables, including but not limited to, water, wastewater, property damage, and miscellaneous billing.

The following entities are considered OPTIONAL participants of this contract and may use, but are not required to use, this contract:

- A. Board of Water Supply

II. TECHNICAL REQUIREMENTS.

A. COLLECTION ACCOUNTS.

1. CITY AND COUNTY OF HONOLULU.

In accordance with the Department of Budget and Fiscal Services, BFS Policy 17.1 Billing for Services and Follow Up on Accounts Receivables, delinquent accounts of less than \$15,000 will be turned over to the Contractor for collection services, as specified.

The CITY Treasury is responsible for the collection of past due debt owed to various CITY agencies, as directed by the City's Director of Budget and Fiscal Services, under direction and/or ordinances below.

The City's Miscellaneous Receivables Section of the Accounts Receivable Branch of the Treasury Division and other CITY Departments will attempt to recover the past due debt owed to the CITY during the first month of delinquency. Thereafter, the delinquent accounts will be turned over to the Contractor two (2) months after the payment due date.

The CITY reserves a right to add on additional past due debts for collection via contract amendment under same pricing as specified in Appendix C: Pricing/Certifications and under same terms and conditions of this AGREEMENT.

The various types of past due debts for collection are as follows:

a. Public Service Company Tax Delinquent Accounts.

Department of Budget and Fiscal Services – Treasury Division.

Public Service Company Tax is in lieu of City and County of Honolulu real property taxes and is measured by a percentage of the company's gross income from the Public Service Company business earned during the company's preceding operational year.

b. Damaged Infrastructures – Department of Planning and Permitting Notice of Violations, Signs, Sidewalk Cleaning, Sidewalk/Curb/Guardrail, Fence/Wall Repairs.

Department of Facility Maintenance – Road Division.

Repair, replacement, and/or cleaning damage to public property, including but not limited to, signs, posts, markings, sidewalks, barriers, and other recoveries, etc.

c. Damaged Traffic Property – Street Light Poles and Traffic Signals.

Department of Facility Maintenance – Division of Public Building and Electrical Maintenance and Department of Transportation Services – Traffic Signals and Technology Division.

Repair or replacement of damage to public property, including but not limited to, traffic signals, street lights, light poles, cross walk signals, signal boxes, and other related recoveries, etc.

d. Sewer Lateral & Inspection Fees.

Department of Environmental Services – Collection System Maintenance Division and Wastewater Engineering and Construction Division, Department of Design and Construction – Civil Division, Facilities Division, Mechanical Electrical Division, and Department of Planning and Permitting – Site Development Division.

Low Pressure Sewer System Installation and fees for contractor requested inspection work.

e. Landfill Disposal, HPOWER Disposal, Transfer Station Disposal, and Commercial Refuse Collection Payments.

Department of Environmental Services – Refuse Division.

Receivables from the receipt and disposal of refuse and other solid wastes delivered to disposal facilities by any business or any federal or state agency (Disposal). Receivables from all refuse collected and

removed by the division on regularly scheduled collection days from places of business (Collection).

f. Delinquent Lease and/or License Rental Payments.

Department of Budget and Fiscal Services – Purchasing Division.

Lessees/Licensees on Department of Parks and Recreation properties which are delinquent on payments. The City's Property Management and Disposal Branch will determine the number of attempts to recover the past due payments owed to the CITY.

g. Section 8 Rental Assistance Program.

Department of Community Services – Community Assistance Division.

Default on landlord and/or tenant agreements.

h. Rehab and Down Payment Loan Programs.

Department of Community Services – Community Assistance Division.

Borrowers pay monthly payments according to the terms of the individual loan note and mortgage.

i. Rentals and Events at Neal S. Blaisdell Center and Tom Moffatt Waikiki Shell.

Department of Enterprise Services – Customer Services Division.

Rentals and reimbursement for goods and services rendered during events.

j. Motor Vehicle Licensing and Permits Returned Checks.

Customer Services Department – Motor Vehicle Licensing and Permits Division.

Checks returned for insufficient funds, closed accounts, stop payments, etc.

k. Liquor Law Violation Fines and Fees.

Department of Budget and Fiscal Services – Liquor Commission.

The Liquor Commission's accounting section will make minimum of three (3) attempts to recover the past due fines and/or additional license fees owed to the agency. The majority of the delinquent accounts submitted to the Contractor are those of inactive licensees. If the license is active, a citation for the violation of Hawaii Revised Statutes ("HRS") §281-91, for failing to obey Liquor Commission order, or §3-81-17.57, for failing to make payment for under reporting Gross Liquor Sales, may be issued to the licensee.

I. False Alarm Billing System Service Fees.

Honolulu Police Department – Records and Identification Division.

False Alarm Billing System uncollected service fees.

2. BOARD OF WATER SUPPLY.

The Board of Water Supply (BWS) manages the island of Oahu's municipal water resources and distribution system. The Agency bills for the services it provides and, by agreement, wastewater services on behalf of the Department of Environmental Services. The BWS will primarily refer closed residential and commercial receivables that are older than 30-days. These delinquent accounts are for water service only, and combined water and sewer services. The Agency may also elect to refer active accounts and other types of accounts such as damaged property bills.

III. PERFORMANCE REQUIREMENTS.

A. SCOPE OF WORK.

1. Contractor shall have the capability to respond to the CITY and BWS during the hours from 7:45 a.m. to 4:30 p.m., Hawaii Standard Time (HST), Monday through Friday, excluding State of Hawaii holidays.
2. Contractor shall conduct its services in compliance with all Federal, State of Hawaii and CITY statutory requirements.
3. Services shall be provided in accordance with the Consumer Financial Protection Bureau (CFPB), Fair Debt Collection Practice Act (FDCPA) and the Fair Credit Reporting Act (FCRA).
4. Collection services shall be performed in accordance with the American Collectors Association (ACA) International industry practices.
5. Contractor shall have an ongoing collector training program to properly handle the following: fraud/identity theft, disputes between parties, payment plans, consumer complaints and data security.

6. The Contractor shall have a secure online web portal access, available to all participating CITY users, for ease and security of data transmission, reports and account auditing. Backup data system to ensure no loss of data and uninterrupted service during the performance of this contract is required.
7. Contractor shall have a disaster recovery plan available upon request.
8. The Contractor shall acknowledge all account submissions by the CITY or BWS. Contractor will review the delinquent accounts and return those deemed uncollectible, as appropriate, on a report to the CITY or BWS.
9. The Contractor shall not assign, refer or transfer any account assigned to it by the CITY or BWS to any other person or entity without prior written consent by the CITY or BWS.
10. The Contractor shall have no authority to compromise or settle any subject account referred to it, and shall not imply either directly or indirectly that it has such authority.
11. The Contractor shall not charge debtors any interest arising after the Contractor begun collection services under this contract, unless authorized by the Revised Ordinances of Honolulu, as amended.
12. The Contractor shall neither institute any legal action against any debtor nor perform any service that would constitute the practice of law in the State of Hawaii. If the CITY or BWS determines that legal action or legal services are required, the Contractor shall return the account to the CITY or BWS.
13. The Contractor shall be responsible and liable for any penalties or fees charged against any account utilized to clear funds including but not limited to fees for Non-Sufficient Funds received by the Contractor on subject accounts.
14. The CITY or BWS shall be allowed to audit the Contractor's records and information relating to the performance of the contract. Contractor shall provide complete access to records within three (3) business days or as otherwise specified in the City's or BWS's request. Failure to provide access to the Contractor's records may result in termination of the contract.
15. The Contractor shall respond to all requests and questions by the various CITY and BWS personnel within two (2) business days, or as otherwise specified by CITY or BWS personnel.
16. The Contractor shall report all collection accounts that were referred by CITY or BWS agencies to at least one (1) credit bureau agency, provided the required information is available. If Contractor is unable to refer account(s) to the credit bureau agency, a report of account(s) along with the missing information being required must be sent to notify CITY and/or BWS. The Contractor is required to obtain written approval from CITY or BWS to

disclose personal information. The CITY and BWS reserves the right to review the Contractor's submission of account to the credit bureau agency.

17. The CITY and BWS reserves the right to review the Contractor's collection methods such as, but not limited to letters, notices and telephone scripts.
18. Contractor shall provide a positive approach in dealing with debtors and not use tactics that may be interpreted as harassment or as demeaning, or that may reflect poorly on the efforts of the CITY and BWS.
19. The Contractor shall bear all expenses and costs incurred to effect collection of any account referred to it.

B. REPORTING REQUIREMENTS.

1. Reporting Delinquency and Payments.

Prior to the start of the contract, Contractor shall provide samples of monthly, quarterly, and annual reports with specific work performed, statistics, and recommendations. The CITY or BWS shall reserve the right to approve the format of the reports.

2. Monthly Reporting and Payment.

a. Monthly Accounting and Status Report.

The Contractor shall deliver a Monthly Accounting and Status Report (Excel file), that shows the payments collected on all accounts and the amount of commission.

Contractor shall submit the report for the preceding month's accounting period within five (5) calendar days following the end of each calendar month.

The Monthly Accounting and Status Report shall be generated by an officer of the Contractor or office manager. The monthly report shall be signed by the Contractor or an authorized signatory of the Contractor.

The Monthly Accounting and Status Report shall include, but not be limited to the following:

- Account Type;
- Account Number;
- Name;
- Client Account ID;
- Assignment Date;
- Customer Receivables Amount Assigned;

Collection Amount;
Last Pay Date;
Cancelled Amount;
Cancelled Date;
Current Balance.

Collection Status: Active working with customer;
Under a payment arrangement plan agreement;
Paid in Full;
Cancelled – Contract;
Cancelled – Client Request;
Bankrupt;
Date account returned to CITY or BWS;
Credit Bureau Submission Date.

b. Monthly Payments.

Contractor shall enclose its check payable to the "City and County of Honolulu" or the "Board of Water Supply" for the preceding month. (Net of commission)

Payment for the collection account(s) listed, shall be mailed to:

Public Service Company Tax Delinquent Accounts (Ref. Appendix A, Section II.B.1.a), Damaged Infrastructures (Ref. Appendix A, Section II.B.1.b), Damaged Traffic Property (Ref. Appendix A, Section II.B.1.c), Sewer Lateral & Inspection Fees (Ref. Appendix A, Section II.B.1.d), Landfill Disposal, HPOWER Disposal, Transfer Station Disposal, and Commercial Refuse Collection Payments (Ref. Appendix A, Section II.B.1.e):

City and County of Honolulu
Department of Budget and Fiscal Services
Division of Treasury, Miscellaneous Receivables Section
P.O. Box 135028
Honolulu, Hawaii 96801

Delinquent Lease and/or License Rental Payments (Ref. Appendix A, Section II.B.1.f):

City and County of Honolulu
Department of Budget and Fiscal Services
Purchasing Division
530 South King Street, Room 115

Honolulu, Hawaii 96813

Section 8 Rental Assistance Program (Ref. Appendix A, Section II.B.1.g)

City and County of Honolulu
Department of Community Services
Section 8 – Rental Assistance Program
842 Bethel Street, 1st floor
Honolulu, Hawaii 96813

Rehab and Down Payment Loan Programs (Ref. Appendix A, Section II.B.1.h):

City and County of Honolulu
Department of Community Services
Rehabilitation Loan Branch
51 Merchant Street, 1st floor
Honolulu, Hawaii 96813

Rentals and/or Events at Neal S. Blaisdell Center and Tom Moffatt Waikiki Shell (Ref. Appendix A, Section II.B.1.i):

City and County of Honolulu
Department of Enterprise Services
777 Ward Avenue
Honolulu, Hawaii 96814

Motor Vehicle Licensing and Permits Returned Checks (Ref. Appendix A, Section II.B.1.j):

City and County of Honolulu
Customer Services Department
Motor Vehicle Licensing and Permits Division
925 Dillingham Boulevard, 2nd Floor
Honolulu, Hawaii 96817

Liquor Law Violation Fines and Fees (Ref. Appendix A, Section II.B.1.k):

City and County of Honolulu
Department of Budget and Fiscal Services
Liquor Commission
711 Kapiolani Boulevard, Suite 600
Honolulu, Hawaii 96813

False Alarm Billing System Service Fees (Ref. Appendix A, Section II.B.1.l):

City and County of Honolulu
Honolulu Police Department

Records and Identification Division
801 South Beretania Street
Honolulu, Hawaii 96813
Board of Water Supply (Ref. Appendix A, Section II.B.2):

Board of Water Supply
Customer Care, Collection and Credit Section
630 South Beretania Street
Honolulu, Hawaii 96843

3. Quarterly Report.

For auditing purposes, the Contractor shall submit a quarterly report of delinquent accounts for the preceding three (3), six (6), and nine (9) month period within five (5) calendar days following the end of the City's fiscal quarter (September 30, December 31, and March 30).

The quarterly report shall recap the accounting totals of the preceding three (3), six (6), and nine (9) month period and include the information as specified in the monthly report.

The report shall be generated by an officer of the Contractor or office manager. The quarterly report shall be signed by the Contractor or an authorized signatory of the Contractor. Contractor shall provide the quarterly reports at no additional cost to the CITY.

For auditing purposes, the Contractor shall submit an annual report of delinquent accounts for the preceding twelve (12) month period within five (5) calendar days following the end of the City's fiscal year (July 1 through June 30).

The annual report shall recap the accounting totals of the preceding twelve (12) month period and include the information as specified in the monthly report.

The report shall be generated by an officer of the Contractor or office manager. The annual report shall be signed by the Contractor or an authorized signatory of the Contractor. Contractor shall provide the annual report at no additional cost to the CITY.

4. Ad Hoc Reports.

The reports shall be generated by an officer of the Contractor or office manager within two (2) business days following the request. The report shall be signed by the Contractor or an authorized signatory of the Contractor. Contractor shall provide the ad hoc reports at no additional cost to the CITY.

C. CONTRACTOR RESPONSIBILITIES.

1. Within thirty (30) calendar days of the expiration or termination of the Agreement, the Contractor shall be required to do the following:
 - a. Cease collection activities and return all accounts assigned by CITY and/or BWS, any monies due to the CITY and/or BWS.
 - b. Remove all accounts reported to any credit bureaus, provide a file of these accounts, and provide proof that removal has been requested.
2. For a period of fourteen (14) calendar days after the expiration or termination of the Agreement, the Contractor shall be provided with files which contain updated payment information needed for the completion of any outstanding work.
3. Within fourteen (14) calendar days of the expiration or termination of the Agreement, the Contractor must provide the CITY and/or BWS with a written and/or electronic listing of all accounts on which it is currently working.
4. The Contractor will be eligible to collect commission within the thirty (30) calendar days beginning with the effective date of the expiration or termination of the Agreement.
5. Unpaid accounts must be returned to the CITY and/or BWS within fourteen (14) calendar days at the expiration of the contract, termination of the Agreement, or at the verbal and/or written direction of the CITY and/or BWS for any purpose.
6. Any monies received by the Contractor after thirty (30) calendar days or on any account which was not listed by the Contractor, shall be transferred to the CITY and/or BWS. The Contractor shall not deduct any commission.
7. No commission shall be paid to the Contractor for any monies received from a closed account, ninety (90) calendar days after the contract has expired, or zero (0) days in the event the contract is terminated.

IV. VARIOUS CITY AND BOARD OF WATER RESPONSIBILITIES.

At a minimum, following delinquent account information will be provided to the Contractor.

- A. Customer Name
- B. Premise Address
- C. Mail Address
- D. Account Number (10 digits)
- E. Telephone Number
- F. Unpaid Balance Outstanding
- G. Date of Service
- H. Last Payment Received

V. ESTIMATED OUTSTANDING DEBT AMOUNT.

DESCRIPTION	ESTIMATED OUTSTANDING DEBT AMOUNT
Public Service Company Tax:	\$5,867.32
Damaged Signs & Sidewalk Cleaning/Repair:	\$4,195.00
Damaged Street Light, Poles & Traffic Signals:	\$56,947.87
Sewer Lateral & Inspection Fees:	\$1,182.38
Refuse Disposal & Collection:	\$25,529.26
Delinquent Lease/License Rental Payments:	\$26,390.33
Section 8 Rental Assistance Program:	\$2,103,634.50
Rehab & Down Payment Loan Programs:	\$734,729.00
Rentals & Events at Neal S. Blaisdell Center and Tom Moffatt Waikiki Shell:	\$5,000.00
Motor Vehicle Licensing & Permit Returned Checks:	\$294,442.39
Liquor Law Violation Fines:	\$5,000.00
False Alarm Billing System Service Fees:	\$732,000.00
Board Of Water Supply Water, Wastewater, Damaged Property:	\$1,000,000.00
ESTIMATED OUTSTANDING DEBT TOTAL	\$4,994,918.05

APPENDIX B: TERM/SCHEDULE OF WORK

I. TERM OF CONTRACT.

The term of the contract shall be for a twelve (12) month period, with the option to renew in twelve (12) month increments, up to a total of sixty (60) months. Term shall begin upon issuance of the Notice to Proceed (NTP).

II. SCHEDULE OF WORK – CITY AND COUNTY OF HONOLULU.

Delinquent accounts shall be turned over to the Contractor on a **MONTHLY** basis. The Contractor will have **twelve (12) months** to complete collection of each debt. Thereafter, the Contractor shall return the accounts back to the CITY as uncollectible.

Contractor shall forward activity processing procedures followed and action taken that resulted in non-collection of the account.

Contractor shall return the delinquent accounts deemed uncollectible by the Contractor, as reported on each monthly report.

Contractor shall return the delinquent accounts at the end of the contract term regardless of how long the contractor held the account.

III. SCHEDULE OF WORK – BOARD OF WATER SUPPLY.

Delinquent accounts will be identified to the Contractor on a **DAILY** basis (excluding weekends and holidays). The Contractor shall have **twelve (12) months** to complete the collection of debt. Thereafter, the Contractor shall return the accounts back to BWS as uncollectible.

Contractor shall forward activity processing procedures followed and action taken that resulted in non-collection of the account.

Contractor shall return the delinquent accounts deemed uncollectible by the Contractor, as reported on each monthly report.

Contractor shall return the delinquent accounts at the end of the contract term regardless of how long the contractor held the account.

THE FOLLOWING PAGES SHALL BE DETACHED FROM THE SOLICITATION DOCUMENT AND SUBMITTED AS THE OFFEROR'S BID.

The Offeror shall not include samples or descriptive literature unless expressly requested. Any unsolicited samples, descriptive literature, or attachments will not be examined or tested, and will not be deemed to vary any of the City's provisions or requirements.

APPENDIX C: PRICING/CERTIFICATIONS

Offeror's Legal Business Name

Director of Budget and Fiscal Services
City and County of Honolulu
Honolulu, Hawaii 96813

SOLICITATION NO. RFB-BFS-1828912

The undersigned hereby agrees to complete the specified work herein, at the bid prices quoted below, in strict compliance with this Appendix C, Appendix A: Scope of Work, Appendix B: Term/Schedule of Work, Appendix D: Special Provisions and Appendix E: General Terms and Conditions attached hereto and by reference made a part thereof.

DESCRIPTION	ESTIMATED OUTSTANDING DEBT AMOUNT (A)	COMMISSION PERCENTAGE (B)	EXTENDED TOTAL (A X B)
Various Types of Debt as specified in App. A Section VI.	\$4,994,918.05	% \$	

It is understood and agreed that the goods and/or services as specified herein are being furnished for the exclusive use of the City and County of Honolulu.

It is also understood and agreed that the bid prices include all taxes which shall be applicable to the products or services or the furnishing, sale or purchase thereof whether assessed against, chargeable to or payable by the City and County of Honolulu or any of its agencies or the undersigned.

It is also understood and agreed that unless otherwise specified in the solicitation, prices offered shall be based on f.o.b. place of destination and shall include all applicable freight, delivery, handling and related charges.

It is also understood and agreed that the Offeror agrees to submit its offer in accordance with the General Instructions and the General Conditions attached hereto by reference. Since the instructions shall apply to the solicitation only, the instructions shall not be included as a part of the contract.

It is also understood and agreed that the Director of Budget and Fiscal Services reserves the right to accept or reject any or all offers if, in the Director's opinion, such acceptance or rejection will be in the best interest of the City and County of Honolulu.

The Offeror further understands and agrees that by submitting this offer, the Offeror is declaring that its offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and that the offer 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 laws of the State of Hawaii;

OR

A **Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii.

State of Incorporation or Organization: _____

Offeror is: Sole Proprietor; Partnership; Corporation; Joint Venture;

Other: _____

Respectfully submitted,

Offeror's Legal Business Name

Signature

Print Name and Title of Above

Business address:
(Street Address) _____

City, State, Zip Code: _____

Business mailing address:
(If other than address above) _____

City, State, Zip Code: _____

Payment mailing address:
(If other than address above) _____

City, State, Zip Code: _____

Business Telephone No: _____

Business Cellular No: _____

Business Fax No.: _____

Business E-Mail Address: _____

Person to Contact if Awarded: _____

Last 4 numbers of Federal Identification No.: XX-XXX _____

- Or - Last 4 numbers of Social Security No. if Sole Proprietor: XXX-XX- _____

**CERTIFICATE OF ACCEPTANCE
OF SOLICITATION REQUIREMENTS**

It is understood and agreed that the undersigned acknowledges the following:

1. The Offeror has read this solicitation document including any addenda, in its entirety;
2. The Offeror understands and agrees to furnish, deliver, and perform the requirements of the solicitation in strict compliance with the solicitation document as amended, including any specifications, plans, and scope of work descriptions, without any exceptions, if awarded a contract;
3. The Offeror understands and agrees that no substitution or alternate brands may be furnished without the **written approval** of the City;
4. The Offeror understands that the Contractor shall resolve any noncompliance with the requirements of the awarded contract at the Contractor's own expense;
5. The Offeror will make all modifications or customizations to the brand and model being offered as necessary to meet all specifications, at no additional cost. Offeror guarantees that all modifications or customizations done to meet specifications shall not affect the quality or operation of the product; and
6. The Offeror understands that **FAILURE TO MEET CONTRACT REQUIREMENTS WILL CONSTITUTE A BREACH OF CONTRACT THAT MAY RESULT IN SUSPENSION OR DEBARMENT, AND THE EXERCISE OF RIGHTS AND REMEDIES AS PROVIDED BY LAW.** Contract requirements include any specifications, plans, and scope of work descriptions;
7. The undersigned is an authorized representative of the Offeror and can legally obligate the Offeror thereto.

Offeror's Legal
Business Name: _____

Signature: _____

Title: _____

Date: _____

END OF APPENDIX C.

APPENDIX D: SPECIAL PROVISIONS

I. MODIFICATIONS TO THE GENERAL TERMS AND CONDITIONS DATED 02/01/2015.

A. Indemnity for Willful or Intentional Misconduct.

Delete Section 2.10 Indemnity of the General Terms and Conditions dated 2/1/15 in its entirety and replace with the following:

"2.10 Indemnity

The contractor shall perform the work as an independent contractor and shall indemnify and hold harmless the CITY, its departments, and all of their officers, employees or agents, from any and all deaths, injuries, losses and damages to persons or property, and any and all claims, demands, suits, action and liability therefor including reasonable attorney fees and cost of defense, caused by error, omissions, negligence or willful or intentional misconduct in the performance of the contract by the contractor or the contractor's subcontractors, agents and employees, and this requirement shall survive the termination of contract."

B. Insurance Requirements.

In addition to the requirements set forth in Section 2.26 Insurance of the General Terms and Conditions dated 02/01/2015, the following policy coverage shall apply:

1. Cyber Risk Insurance.

The contractor shall maintain cyber risk insurance with limits of not less than \$1,000,000 per claim, covering liabilities arising out of:

- Network Security
- Data Breach, including costs of notification, credit monitoring, ID theft recovery
- Computer Program and Data Restoration
- Computer Fraud
- Funds Transfer Fraud

2. Crime Insurance.

The Contractor shall obtain and maintain, at its sole expense during the term of this Contract inclusive of contract extensions, a crime insurance policy which includes third party liability in a minimum of \$500,000.00 per occurrence. The policy shall cover all officers, employees, and agents of the Contractor and which shall protect the Contractor against loss by reason of, including without limitation, fraud, dishonesty, forgery, theft, larceny, embezzlement, wrongful abstraction or misappropriation or any other dishonest criminal or fraudulent act, whatever committed and whether committed directly or with others.

The Contractor shall name the City and County of Honolulu as additional loss payees.

The Contractor shall furnish, at no cost or expense to the CITY, a certificate of such coverage within ten (10) calendar days or as otherwise specified, from the award of the Contract.

C. Delete Section 4.5 Payments, section (a) in its entirety and replace it with the following:

“(a) Payments will be authorized by the Director after completion of performance or delivery and acceptance by the Director of all materials, goods, and services stipulated in the contract or Purchase Order and after the invoices, in triplicate, are received by the using agency, Attention: Fiscal Officer. The invoices must list the following information: contract and confirmation purchase order numbers (if any), item numbers, description of items, quantities, unit prices, and extended totals. Payments will be computed in accordance with any applicable unit prices bid. Payments will be made as soon thereafter as the regular course of business will allow; provided, however, that payments shall be made no later than thirty (30) calendar days following receipt of the statement for goods received and services completed.”

D. Delete Chapter 5, Construction Contract Provisions Supplement, in its entirety.

E. Delete Exhibits A through G, and Exhibits J through P in their entirety.

II. ESTIMATED QUANTITIES.

The quantities listed in Appendix C: Pricing/Certifications are only estimates. The exact quantity shall be the actual amount ordered by the CITY during the term of the Contract. In the event the estimated quantities do not materialize, such failure shall not constitute grounds for equitable adjustment under the Contract. If the CITY terminates the Contract prior to the end of the Contract period, any loss of anticipated revenue or profits from such termination shall not constitute grounds for equitable adjustment under the Contract.

III. OFFICER-IN-CHARGE.

For the purposes of this contact, the Officer-in-Charge (OIC) for the various departments are as follows:

- A. City and County of Honolulu, Department of Budget and Fiscal Services, Division Chief of Treasury. The Division Chief of Treasury can be contacted at (808) 768-3970.
- B. City and County of Honolulu, Department of Environmental Services, Refuse Division, Henry Gabriel is designated as the OIC, and may be contacted at (808) 768- 3427 or via email at hgabriel@honolulu.gov.

- C. City and County of Honolulu, Department of Community Services, Section 8 Rental Assistance Program, Kerry Kaneshiro is designated as the OIC, and may be contacted at (808) 768-7078 or via email at kkaneshiro1@honolulu.gov.
- D. City and County of Honolulu, Department of Community Services, Rehab/Home Down Payment Loan Program, Alan Tamanaha is designated as the OIC, and may be contacted at (808) 768-7068 or via email at atamanaha@honolulu.gov.
- E. City and County of Honolulu, Customer Services Department, Director Kimberly Hashiro is designated as the OIC, and may be contacted at (808) 768-3392 or via email at khashiro@honolulu.gov.
- F. City and County of Honolulu, Department of Enterprise Services, Events and Services Administrator, Jay Park, is designated as the OIC, and may be contacted at (808) 768-5443 or via email at jay.park@honolulu.gov.
- G. City and County of Honolulu, Liquor Commission, Akiko Reyes is designated as the OIC, and may be contacted at (808) 768-7360 or via email at areyes@honolulu.gov.
- H. City and County of Honolulu, Honolulu Police Department, Records and Identification Division, Captain Carlene Lau is designated as the OIC, and may be contacted at (808) 723-3185 or via email at clau3@honolulu.gov.
- I. The Board of Water Supply Program Administrator, Jennifer Elflein, is designated as the OIC, and may be contacted at (808) 748-5305 or via email at jelflein@hbws.org.

IV. CONTRACTOR PERFORMANCE RECORDS.

The CITY and BWS may maintain records pertaining to the Contractor's performance on contracts with the CITY and BWS. The Contractor shall be required to participate in performance assessment activities in accordance with a performance assessment plan that shall be prescribed by the CITY or BWS during the performance of the contract. Contractor performance records may be used to determine a Contractor's responsibility, qualifications, and eligibility for the award of future contracts with the CITY or BWS.

V. LIQUIDATED DAMAGES.

When the Contractor is given a notice of delay or nonperformance as specified in section 3.15, "Termination for Default in Goods and Services Contracts" of the General Conditions and fails to cure in the time specified, the Contractor shall pay to the CITY the amount specified below for each calendar day from the date set for the cure until either the CITY reasonably obtains similar goods or services if the Contract is terminated for default, or until the Contractor provides the goods or services if the Contract is not terminated for default. To the extent that the Contractor's delay or nonperformance is excused under section 3.15 (4), Excuse for Nonperformance or Delayed Performance, of the General Conditions, liquidated damages shall not be due to the CITY.

Liquidated damage per calendar day: \$122.00

The Contractor hereby agrees to pay the sum as liquidated damages, and not by way of penalty, to the CITY and further authorizes the CITY to deduct the amount of the damages from monies due the Contractor under the Contract, computed as previously mentioned. If the monies due the Contractor are insufficient or no monies are due the Contractor, the Contractor shall pay the CITY the difference or the entire amount, whichever may be the case, upon demand by the CITY.

VI. RIGHT TO AUDIT.

The CITY shall reserve the right to audit any charge believed to be in error in the opinion of the Officer-in-Charge. Contractor agrees to cooperate and provide all information within five (5) business days of the City's request. Failure to cooperate may be grounds for termination of the Contract.

VII. RIGHT TO INVESTIGATE.

The CITY shall reserve the right to investigate any alleged misconduct by the Contractor. Contractor shall cooperate with said investigation and provide information within five (5) calendar days from the City's request.

VIII. REMEDIES.

In accordance with the General Terms and Conditions, Chapter 6, Disputes and Remedies, the CITY may seek action against the Contractor, including, but not limited to suspension and debarment from participation in government contracts.

IX. COOPERATIVE PURCHASING.

Pursuant to Chapter 103D, Hawaii Revised Statutes ("HRS") and Chapter 3-128, Hawaii Administrative Rules ("HAR") for the specified service described herein, the following entities shall be an OPTIONAL participant of the Contract and may use, but are not required to use, this Contract:

City and County of Honolulu
Board of Water Supply
630 South Beretania Street
Honolulu, Hawaii 96843

APPENDIX E: GENERAL TERMS AND CONDITIONS

I. GENERAL TERMS AND CONDITIONS FOR THE CITY AND COUNTY OF HONOLULU DATED 2/1/15.

The General Terms and Conditions (GTC) for the City and County of Honolulu dated 2/1/15 shall apply. If not physically attached, it shall be incorporated by reference herein and referred to as the "General Conditions." Copies may be obtained online at www.honolulu.gov/pur ; click on the link titled: " Instructions, Terms & Conditions".