



State of Hawai'i

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

May 07, 2026

Request for Quotes ("RFQ") No. NHRLF 2026-019 DEBT COLLECTION SERVICES

To All Interested Parties:

Notice is hereby given that the Office of Hawaiian Affairs (hereinafter "OHA") will be accepting quotes from qualified Offerors for DEBT COLLECTION SERVICES.

The term of this Contract shall be for twelve (12) months from July 1, 2026 to June 30, 2027 even though subject to the availability of funds.

Quotes must be received through the HiePRO website by 3:00 p.m. HST on Wednesday May 20, 2026 Please visit <https://hiepro.ehawaii.gov/solicitation-notices.html>.

Timely receipt of offers shall be evidenced by the date and time registered by HiePRO. Any original offers received outside of HiePRO, including faxed, hand-delivered, or e-mailed offers, shall not be accepted or considered for the award. Any offer received after the due date and time shall be rejected.

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

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

Upon the quote's submittal please include the CONTRACTOR's pricing breakdown for all costs associated with collection efforts by the CONTRACTOR which shall be retained by the CONTRACTOR as its payment .

Vendor Questions posted through the HiePRO website by 3:00 p.m. HST on Tuesday, May 12, 2026.

Vendor Questions and Answers will be posted through the HiePRO website by 3:00 p.m. HST on Friday, May 15, 2026.

1. Scope of Work – Debt Collection Services

This Scope of Work (“SOW”) describes the services to be performed by Offeror for the Office of Hawaiian Affairs (OHA) pursuant to the Contract. Offeror shall provide all services in a professional, timely, and satisfactory manner as determined by OHA, and in strict compliance with all applicable federal, state, and local laws, rules, and regulations. The services shall include, but may not be limited to, the following:

1.1 Authority to Collect

OHA authorizes Offeror to use all lawful means to collect debts (“Debts”) referred by OHA.

1.2 Ownership of Debts

All Debts referred to Offeror shall remain the sole property of OHA. OHA retains all legal rights and title to such Debts unless otherwise agreed to in writing.

1.3 Independent Contractor

Offeror shall perform all services as an independent contractor. No part of this Agreement shall be construed to create an employer-employee relationship, partnership, or joint venture between OHA and Offeror.

2. OHA Responsibilities

2.1 Information Provided

OHA shall provide Offeror with available and accurate information for each Debt referred for collection, including debtor information, account balances, and relevant account history.

2.2 Notice of Bankruptcy, Death, or Legal Disability

OHA shall notify Offeror of any known bankruptcy filings, deaths, or legal disabilities that may prohibit, delay, or affect collection activities.

2.3 Warranties

OHA warrants that, to the best of its knowledge:

- a. All referred Debts have been reviewed prior to referral;

- b. Account balances are accurate;
- c. Applicable terms and conditions have been disclosed; and
- d. Known disputes or defenses have been disclosed to Offeror.

2.4 Disputed Debts

OHA shall notify Offeror in writing, or by other mutually agreed means, of any disputed Debts, including oral or written disputes, requests for validation, or third-party claims. Written disputes shall include the date received and a copy of the dispute, if available.

2.5 Continuing Obligation

OHA's obligation to provide updated and accurate information shall continue for the duration that a Debt is assigned to Offeror and for any period during which Offeror furnishes credit reporting information regarding such Debt.

3. Offeror Responsibilities

3.1 Compliance with Law

Offeror shall perform all services in compliance with all applicable laws and regulations, including but not limited to:

- a. Chapter 443B, Hawai'i Revised Statutes.
- b. Fair Debt Collection Practices Act (FDCPA);
- c. Fair Credit Reporting Act (FCRA);
- d. American Collectors Association (ACA) Code of Ethics and Code of Operations;
- e. Servicemembers Civil Relief Act (SCRA)
- f. Telephone Consumer Protection Act of 1991 (TCPA); and
- g. All other applicable federal, state, and local requirements.

Upon request, Offeror shall provide documentation of compliance referenced above.

3.2 Licensing and Registration

Offeror shall maintain all licenses, registrations, permits, and bonds required to perform debt collection services in the State of Hawai'i and any other applicable jurisdiction.

- a. Please provide documentation for the above DCCA Hawaii PVL license(s), registration(s), permit(s) and surety bond(s)- along with your proposal which will be reviewed by OHA.

3.3 Receipt and Remittance of Payments

Offeror is authorized to receive payments on behalf of OHA, including debit card, credit card, checks, money orders, and to endorse negotiable instruments for such payments. All amounts collected shall be remitted to OHA, less agreed-upon compensation, in accordance with law and the Contract.

3.4 Skip-Tracing

Offeror may conduct lawful skip-tracing and investigative activities as reasonably necessary to perform collection services.

3.5 Credit Reporting

Offeror shall accurately report Debts to credit reporting agencies in compliance with the FCRA and applicable state and federal laws.

3.6 Collection Methods

Offeror shall use only lawful, reasonable, and customary collection practices and shall comply at all times with FDCPA, FCRA, and other applicable laws and regulations.

4. Personnel, Taxes, and Liability

4.1 Employees and Agents

All persons performing services under this Agreement shall be employees or agents of Offeror. Offeror shall ensure that all such persons are properly trained, qualified, and bound by the terms of the Contract.

4.2 Liability

Offeror shall assume full responsibility and liability for the acts and omissions of its employees and agents and for any loss, damage, or injury arising out of the performance of services under the Contract.

4.3 Taxes and Benefits

Offeror shall be responsible for all applicable taxes, fees, licenses, and employee benefits, including but not limited to income tax, general excise tax, and employment-related obligations.

5. Professional Standards and Insurance

5.1 ACA Standards

Offeror shall comply with all applicable standards of the American Collectors

Association (ACA), including the ACA Code of Ethics and Code of Operations.

5.2 Insurance and Bonding

Offeror shall maintain insurance and bond coverage meeting or exceeding minimum requirements imposed by state law and ACA standards in all jurisdictions where services are performed.

6. Litigation and Legal Actions

6.1 Authority to Litigate

OHA retains sole authority to determine whether any Debt shall be referred for litigation, except for foreclosure matters.

6.2 Attorneys

Any attorney retained by Offeror for collection-related litigation shall be deemed the attorney of Offeror. OHA retains authority over the attorney's professional conduct and may require direct or indirect reporting.

6.3 Legal Costs and Fees

Offeror shall be responsible for all legal expenses, court costs, and attorney's fees associated with litigation, including post-judgment costs. Offeror may retain an agreed-upon percentage of funds recovered through legal proceedings.

6.4 Request for Legal Action (RLA)

OHA may issue Requests for Legal Action (RLA). OHA may periodically request Offeror to file suite and obtain judgment on its behalf. OHA agrees that if an RLA is issued to Offeror, OHA shall reimburse Offeror for costs incurred to complete the RLA, subject to OHA's approval of an estimate of the total cost of the RLA, which shall be provided by Offeror prior to the suit being filed.

6.6 Reporting

The Offeror shall provide monthly reports, as well as additional reports upon request, as needed. All reports will be transmitted securely, which may include delivery through an online portal.

6.7 Work Location

- a. All collection services shall be performed at the Offeror's own offices.

7. Recall of Accounts

OHA may recall any account referred to Offeror at no cost for any of the following reasons:

- a. Erroneous referral;
- b. Debtor bankruptcy filing;
- c. Potential liability exposure to OHA;
- d. OHA determination, made in good faith, that recall is necessary; or
- e. Death of the debtor or principal of a business.

The Offeror must meet the following minimum qualifications.

- a. Experience (Required)

The Offeror must demonstrate at least five (5) years of experience providing similar debt collection services, including a minimum of three (3) years of experience performing such services for government/state agencies.

- b. Local Presence and Staffing (Required)

A local office within the State of Hawaii is required.

Offeror must have a minimum of three (3) employees at that location including a Principal Collector or Manager that manages the daily operations and has direct access to Offeror's collection accounts and records.

- c. Subcontracting of work is not permitted.
- d. References (Required)

The Offeror must provide a list of at least three (3) professional references demonstrating relevant experience in similar services.

8. Time of Performance / Contract Term

- a. Initial term of Contract: Twelve (12) months.
- b. Length of each extension: Up to Twenty-Four (24) months, may be less than Twenty-Four (24) months when it is in the best interest of the OHA.
- c. Maximum length of Contract: Not to exceed SIXTY (60) months

9. OHA Contract Administrator

The OHA Contract Administrator shall act as the contract monitor and principal

liaison between the Offeror and the OHA. The OHA Contract Administrator shall assist in resolving policy questions, expediting decisions, and reviewing the work performed.

General Requirements

- A. The Successful Offeror must be registered as a business in the State of Hawai‘i, be compliant with the Hawai‘i Compliance Express (“HCE”), complete the W-9 form (<https://www.irs.gov/pub/irs-pdf/fw9.pdf>) and provide a Certificate of Liability Insurance. If you are not registered with the HCE, please register by going to the HCE website: <https://vendors.ehawaii.gov/hce/> .
- B. The Offeror must submit a current copy of a Certificate of Liability Insurance upon notification of award and shall, at its own expense, at all times during the term of the Contract, maintain insurance coverage with the minimum limits as follows:

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (including personal injury, death, and property damage)	\$2,000,000 per occurrence; \$2,000,000 general aggregate per policy year; \$2,000,000 products and completed operations aggregate limit per policy year.
Personal and Advertising Injury	\$1,000,000 each occurrence.
Umbrella Liability	\$2,000,000 aggregate.
Automobile Insurance covering all owned, non-owned, and hired automobiles	Bodily injury liability limits of \$1,000,000 each person and \$1,000,000 per accident; property damage liability limits of \$1,000,000 per accident. Or \$2,000,000 combined single limit.
Workers Compensation as required by laws of the State of Hawai‘i	Insurance to include Employer’s Liability. Such coverage shall apply to all employees of the Offeror and (in case any sub-contractor fails to provide adequate similar protection for all its employees) to all employees of sub-contractors.
Professional Liability (Errors and Omissions)	\$1,000,000 per claim \$2,000,000 annual aggregate

The State of Hawai‘i, the OHA, its elected and appointed officials, employees, and volunteers shall be named added as additional insured with respect to occurrences during or in connection with the performance of this Contract. Before the effective date of this Contract, the Offeror agrees to provide the OHA with certificate(s) of insurance

necessary to satisfy the OHA that the insurance provision of this Contract have been complied with and to keep such certificate(s) on deposit with the OHA during the entire term of this Contract. The minimum insurance required shall be in full compliance with the Hawai'i Insurance Code throughout the entire term of the Contract, including supplemental contracts, and shall be written by a company authorized to do business in the State of Hawai'i and rated no less than an AM Best rating of A-VIII. Offeror and its carriers agree to waive their rights of subrogation with respect to any claims covered, or which should have been covered, by valid and collectible insurance, including any deductibles or self-insurance maintained thereunder. Upon request by the OHA, the Offeror shall furnish a copy of the policy or policies that satisfy the Insurance Requirements of this Contract.

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

The procuring of such required policy or policies of insurance shall not be construed to limit the Offeror's liability hereunder or to fulfill the indemnification provisions and requirements of this Contract. Notwithstanding said policy or policies of insurance, the Offeror shall be obliged for the full and total amount of damage, injury, or loss cause by negligence or neglect connected with this Contract.

To satisfy the minimum coverage limits required by this Contract, the Successful Offeror may use an umbrella policy in addition to the mandatory insurance policies (e.g. general liability insurance, automobile Insurance, and workers' compensation) provided that the OHA approves, and the umbrella policy follows the underlying coverage forms.

The Offeror shall notify the OHA in writing of any cancellation or substantive change in insurance at least thirty (30) calendar days prior to the effective date of such cancellation or change.

The OHA is a self-insured semi-autonomous state agency. The Offeror's insurance shall be primary. Any insurance maintained by the State of Hawai'i and OHA shall apply in excess of and shall not contribute with insurance provided by the Offeror.

The Successful Offeror shall comply with HRS, Chapter 103D, as amended, and all State, Federal, and County requirements.

The Successful Offeror shall also comply with the ***OHA General Terms and Conditions appended hereto as Attachment 1*** and which by reference is incorporated herein and made part of this RFQ. Additionally, the Successful Offeror shall also comply with any Special Conditions that the OHA may require. The OHA also reserves the right to make appropriate modifications to the quantity of items or reporting requirements contingent upon unforeseen conditions.”

The solicitation may be cancelled when it is determined to be in the best interest of the OHA.

If you have any questions, please contact Karina Macklin, Procurement Agent at karinam@oha.org.