May 16, 2023

Request for Quotes (“RFQ”) No. BOT 2023-018

EXECUTIVE SEARCH SERVICES FOR CHIEF EXECUTIVE OFFICER

To All Interested Offerors:

Notice is hereby given that the Office of Hawaiian Affairs (hereinafter “OHA”) will be accepting quotes from qualified executive search firms and consultants to conduct an executive recruitment campaign for the position of the OHA’s Administrator, functioning as the Chief Executive Officer (hereinafter “CEO”).

The term of this Contract shall be for six (6) months and fifteen (15) days from the anticipated commencement date of June 15, 2023 through and including December 31, 2023, subject to the availability of funds and with the option to extend.

Quotes must be received through the HIePRO website by 2:00 p.m. Hawai‘i Standard Time (HST) on Thursday, May 25, 2023. The quote shall be based on fixed placement fees that are based on the percentage of the employee’s annual compensation as agreed upon employment. For contract award purposes, the price quotation based on the percentage of annual compensation will be evaluated using the estimated annual compensation of $170,000.

Each Offeror shall have and provide evidence of a minimum of ten (10) years’ experience in conducting recruitment for executive management staff.

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 most responsive, responsible offeror. When the award to the lowest responsive, responsible offeror is not practicable, the award shall be made to the offeror whose quotation provides the best value to the OHA.

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

Scope of Services

A. The Successful Offeror shall provide and perform the executive recruitment campaign
services required in a satisfactory and proper manner as determined by the OHA. The services shall include, but may not be limited to, the following:

1. Solicit input from the Board of Trustees (hereinafter “BOT”) or an appointed sub-committee thereof, through meetings and/or interviews to understand the role, responsibilities, qualifications, knowledge, skills, and appropriate experiences needed for the CEO position.

2. Act as an unbiased party in facilitating, with the BOT, the design, communication and execution of a fair and equitable recruitment process.

3. Assist to ensure the position’s job description, compensation and responsibilities are relevant and current in terms of the needs of the OHA and related market(s).

4. Assist to update the current job description in accordance with the needs of the OHA. See Attachment 1 – CEO Job Description, which by reference is incorporated herein and made a part of this RFQ.

5. Provide a diverse, equitable and inclusive recruitment strategy specifically designed to attract a pool of highly qualified and competitive candidates to lead the OHA in alignment with its mission, vision, and values.

6. Draft and publish a timetable for completion of the work in consultation with the BOT and/or sub-committee appointed thereof and the organization's communications function.

7. Conduct outreach recruiting through a number of different channels including advertising in nationally-recognized publications likely to attract qualified candidates and proactively reaching out to candidates in the marketplace who may not be actively seeking the position locally or on a national or global level.

8. Screen potential applicant’s qualifications against those required in the job description, identify those meeting minimum qualifications, and follow up with telephone interviews to clarify each applicant’s credentials.

9. Depending on the applicant pool size, prepare a written summary of five (5) to seven (7) candidates with the most promising qualifications for the position, including summary reporting of the applicant pool demographics (e.g., total number, geographic location, minimum qualifications).

10. Conduct in-depth reference checks (minimum 3) to include background checks and verify specific credentials for each potential candidate such as educational background, and also conduct criminal, financial, media and civil litigation checks, when identified in the process (i.e., short-list). Through these reference checks, ascertain the candidate’s strength in personal dimensions identified by the job description as well as the contractor’s interview with stakeholders.
11. In the event politically sensitive or potentially embarrassing issues arise from the candidate’s background, conduct in-depth interviews with the principle parties to clarify the issues and clearly present to the OHA a description of the event and the impact, if any, on the continuation of the individual(s) in the process.

12. Identify application, statement of interest, resume, references, assessments and any other writing sample document or presentation to be provided by applicants.

13. Select qualified candidates for presentation to the BOT based on agreed upon process (e.g., initial list, short list).

14. Draft, provide and train the BOT in the use of the evaluation tools, rubric and/or scoring system(s).

15. Facilitate scheduling of interviews, including presentations, if applicable, with prospective candidates and participate in a process with the OHA for interviews and coordinate candidates’ participation in interviews.

16. Debrief with the OHA following interviews and identify additional candidates if necessary.

17. Notify non-selected candidates as soon as the offer letter has been signed by the selected candidate.

18. Assist with the preparation and/or review of public announcement(s), statements, or releases of the selected candidate.

19. In the event that the selected candidate leaves employment with the OHA before a period of one (1) year from the start of his/her employment date, an additional recruitment and selection process will be conducted at no cost to the OHA.

20. Attend BOT meetings as required by the BOT.

B. 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 the review of the work performed.

**Qualifications**

A. The Successful Offeror's qualifications and requirements shall include, but may not be limited to, the following:

1. The Successful Offeror shall have at least ten (10) years’ knowledge, experience and expertise in searching for executive management staff.

2. The Successful Offeror shall have at least ten (10) years’ experience in working with
indigenous entities or organizations or entities that serve indigenous people and preferably experienced in working with Native Hawaiian organizations/entities or organizations/entities that serve Native Hawaiians.

3. The Successful Offeror shall have at least ten (10) years’ experience in identifying potential contacts and conducting personal outreach recruiting through a number of different channels.

4. The Successful Offeror shall have at least ten (10) years’ experience working with government agencies.

5. The Successful Offeror shall have at least ten (10) years’ experience targeting Hawaiian audiences.

6. The Successful Offeror shall provide references or proof of successful placements for the past ten (10) years.

7. The Successful Offeror shall comply with all State, Federal, and County requirements and shall obtain all necessary permits, licenses, goods, services, and materials as required to complete this Scope of Services.

**General Requirements**

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

C. The Successful Offeror shall also comply with the General Terms and Conditions appended hereto as Attachment 2 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.

D. License and Compliance

1. The Successful Offeror must be registered as a business in the State of Hawai‘i, be compliant with the Hawaii Compliance Express (hereinafter “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/.

2. The Successful Offeror must submit a current copy of a Certificate of Liability Insurance with the following:

   The minimum insurance coverage and limits below, which shall also apply to subcontractor(s) where appropriate:
<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limits</th>
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<tbody>
<tr>
<td>Commercial General Liability (including</td>
<td>$2,000,000 per occurrence; $2,000,000 general</td>
</tr>
<tr>
<td>personal injury, death, and property damage)</td>
<td>aggregate per policy year; $2,000,000 product and completed operations aggregate limit per policy year.</td>
</tr>
<tr>
<td>Personal and Advertising Injury</td>
<td>$1,000,000 each occurrence.</td>
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<tr>
<td>Umbrella Liability</td>
<td>$2,000,000 aggregate.</td>
</tr>
<tr>
<td>Automobile Insurance covering all owned,</td>
<td>Bodily injury liability limits of $1,000,000 each person and $1,000,000</td>
</tr>
<tr>
<td>non-owned, and hired automobiles</td>
<td>property damage liability limits of $1,000,000 per accident. Or $2,000,000 combined single limit.</td>
</tr>
<tr>
<td>Workers Compensation as required by laws of</td>
<td>Insurance to include Employer’s Liability.</td>
</tr>
<tr>
<td>the State of Hawai’i</td>
<td>Such coverage shall apply to all employees</td>
</tr>
<tr>
<td></td>
<td>of the CONTRACTOR and (in case any subcontractor fails to provide adequate similar protection for all its employees) to all employees</td>
</tr>
<tr>
<td></td>
<td>of sub-contractors</td>
</tr>
<tr>
<td>Professional Liability (Errors and Omissions)</td>
<td>$1,000,000 per claim</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 annual aggregate</td>
</tr>
</tbody>
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E. The State of Hawai‘i, the OHA, its elected and appointed officials, employees, and volunteers shall be named added as additional insured with respect to occurrences during or in connection with the performance of this Contract. Before the effective date of this Contract, the CONTRACTOR agrees to provide the OHA with certificate(s) of insurance necessary to satisfy the OHA that the insurance provision of this Contract have been complied with and to keep such certificate(s) on deposit with the OHA during the entire term of this Contract. The minimum insurance required shall be in full compliance with the Hawai‘i Insurance Code throughout the entire term of the Contract, including supplemental contracts, and shall be written by a company authorized to do business in the State of Hawai‘i and rated no less than an AM Best rating of A- VIII. CONTRACTOR and its carriers agree to waive their rights of subrogation with respect to any claims covered, or which should have been covered, by valid and collectible insurance, including any deductibles or self-insurance maintained thereunder. Upon request by the OHA, the CONTRACTOR shall furnish a copy of the policy or policies that satisfy the Insurance Requirements of this Contract.

F. Each insurance policy required by the contract, including a subcontractor’s policy, shall contain the following clauses:
1. “This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the Office of Hawaiian Affairs, 560 North Nimitz Highway, Suite 200, Honolulu, HI 96817.”

2. “The Office of Hawaiian Affairs, its trustees, employees, representatives and agents and the State of Hawai‘i are added as additional insureds as respects to operations performed for the Office of Hawaiian Affairs.”

3. “It is agreed that any insurance maintained by the Office of Hawaiian Affairs will apply in excess of, and not contribute with, insurance provided by this policy.”

The RFQ may be canceled when it is determined to be in the best interest of the OHA. If you have any questions, you may contact Geena Chau, Procurement Agent, by email at geenac@oha.org.