



State of Hawai'i

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

January 2, 2025

Request for Quotes ("RFQ") No. BOT 2025-007

PERFORMANCE APPRAISAL CONSULTING SERVICES

To All Interested Parties:

Notice is hereby given that the Office of Hawaiian Affairs (hereinafter "OHA") will be accepting quotes from interested Offerors for performance appraisal consulting services to create an evaluation instrument and methodology to assist the BOT in evaluating the OHA's Chief Executive Officer's performance.

Quotes must be received through the HiePRO website by 2:00 p.m. Hawai'i Standard Time (hereinafter "HST") on Friday, January 17, 2025.

The term of this Contract shall be for three (3) months with an estimated start date of January 2025, subject to the availability of funds.

Pursuant to Hawaii Administrative Rules §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 awarding to the lowest responsive, responsible offeror is not practicable, award shall be made to the offeror whose quotation provides the best value to the OHA.

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

Background

The OHA Board of Trustees (hereinafter "BOT") annually evaluates the performance of the OHA's Chief Executive Officer (hereinafter "CEO"). The BOT is issuing this RFQ to procure and engage a professional consultant to create an evaluation instrument and methodology to assist the BOT in evaluating the OHA's CEO's performance.

Scope of Services

The successful Offeror shall provide and perform the following 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:

- A. Provide consultation and assistance to the OHA BOT in conducting its annual performance appraisal of OHA's CEO.
- B. Recommend a performance evaluation method and process for the performance appraisal of OHA's CEO, including timeline, data gathering activities and related deadlines and present recommendations to BOT for approval.
- C. Develop an appropriate evaluation instrument for the CEO performance evaluation based on the CEO's current contract and job description, BOT-approved method and process, performance goals, deliverables, and/or metrics, and other pertinent information, data, and documents.
- D. Interview all members of the BOT and CEO in developing the performance evaluation method, process, including data gathering activities and evaluation instrument.
- E. Assist and support the BOT in the implementation of the approved evaluation method, process, and evaluation instrument, including but not limited to, gathering data, providing the necessary guidance on the evaluation instrument to individuals providing feedback; developing, if necessary, surveys/questionnaires; surveying and/or interviewing all individuals providing feedback; and communicating with individuals as necessary.
- F. Assist the BOT in the development of performance goals, deliverables, metrics, and/or other measurements to evaluate the CEO's performance in upcoming and/or subsequent annual performance appraisals.
- G. Compile information and responses from all individuals involved in the performance evaluation, prepare a draft performance appraisal for BOT review, and finalize performance appraisal for BOT approval.
- H. Provide the BOT with an analysis and summary of the evaluation results and provide appropriate recommendations, including next steps going forward.
- I. Provide feedback and recommendations to the BOT and CEO on the results.
- J. Attend BOT meetings as necessary or as requested by the BOT.
- K. Provide bi-weekly (every two weeks) status reports of process activities and related deliverables to the BOT.
- L. Provide other services deemed necessary by the BOT to conduct and complete the performance appraisal of the CEO.

M. Complete a written performance appraisal of the CEO with approval by the BOT and disseminate it to the BOT and CEO no later than March 30, 2025; and for subsequent annual appraisals, the completion and dissemination of the approved written performance appraisal of the CEO will be due by the BOT-approved timeline.

Qualifications and Requirements

A. Specific Qualifications and Requirements

1. Have at least TEN (10) years' experience in evaluating and/or administering the evaluation of a Chief Executive Officer or executive-level positions.
2. Have at least TEN (10) years' experience in working with indigenous entities or organizations or entities that serve indigenous people; preferably experience in working with Native Hawaiian organizations/entities or organizations/entities that serve Native Hawaiians.
3. Have at least TEN (10) years' experience interacting with Board members with regard to CEO evaluations.
4. Have at least TEN (10) years' experience in developing or designing the method, process, and evaluation instrument, including customization to suit the needs of the client.
5. Have at least TEN (10) YEARS' experience and/or training in performance management, performance evaluation and performance compensation.

B. Administrative Requirements

1. The Offeror shall designate a contact person who will be responsible for project oversight and ensure Contract performance. The contact person will be able to respond to the OHA's inquiries, complaints and/or problems within ONE (1) working day.
2. The OHA Contract Administrator may send a monitoring report to the Offeror's contact person. The monitoring report will document any discrepancies or Contract violation(s) for correction within the designated time period provided.
3. The Offeror will ensure adequate and appropriate representation at regular meetings with the OHA and/or the OHA Board of Trustees. At this time, OHA anticipates meetings with the Offeror's contact person who will be responsible for oversight of Contract performance. Additional meetings may be required by the OHA.

C. Reporting Requirements

1. The Offeror will be responsible for the timely submission of reports as requested by the OHA, including without limitation, the following:

- a. Bi-weekly (every two weeks) status report of process activities and related deliverables to the BOT;
- b. Progress reports on the implementation of corrective action plans, if applicable; and
- c. Special requests in response to inquiries from the OHA Board of Trustees, and/or other government agencies with the prior approval of OHA BOT.

D. General Requirements

1. Prior to submitting a quote through HiePRO, the Offeror must be registered in HiePRO in order to respond to a solicitation. Please register by going to SPO’s website: <https://hiepro.ehawaii.gov/vendor.html>.
2. All local, national or international Offerors must be compliant with the State of Hawai‘i in order to be awarded. If you are not compliant, please register by going to Hawaii Compliance Express’ (hereinafter “HCE”) website: <http://vendors.ehawaii.gov/hce/splash/welcome.html>
3. The Offeror must complete the W-9 form (<https://www.irs.gov/pub/irs-pdf/fw9.pdf>) upon notification of award.
4. The Offeror must submit a current copy of a Certificate of Liability Insurance upon notification of award and shall, at its own costs and 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 CONTRACTOR and (in case any sub-contractor fails to provide adequate similar protection for all its employees) to all employees of sub-contractors.

Professional Liability (Errors and Omissions)

\$1,000,000 per claim

\$2,000,000 annual aggregate

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

- f. The OHA is a self-insured semi-autonomous state agency. The CONTRACTOR'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 CONTRACTOR.

The solicitation may be canceled when it is determined to be in the best interest of the OHA. If you have any questions, you may contact Alison Roney, Procurement Agent, by email at alisonr@oha.org.