

State of Hawai'i

560 North Nimitz Highway, Suite 200 Honolulu, Hawaiʻi 96817

February 2, 2022

Request for Quotes ("RFQ") No. HR 2022-026

STAFFING AND RECRUITING SERVICES

To All Interested Parties:

Notice is hereby given that the Office of Hawaiian Affairs (hereinafter "OHA") will be accepting quotations from interested Offerors that can provide external recruitment support with services to assist the OHA Human Resources with attracting, screening, and hiring qualified candidates.

The term of this Contract shall be for FIVE (5) months from the projected commencement date of March 1, 2022 through and including August 1, 2022 subject to the availability of funds.

Quotes must be received through the HIePRO website by 2:00 p.m. HST on Wednesday, February 9, 2022.

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, 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.

Background

Numerous key positions were created as a result of the OHA's recent reorganization. The OHA is seeking external recruitment support with services to assist the OHA Human Resources department to attract, screen, and hire – both temporary-to-hire and/or permanent placement – qualified candidates. These services will help to minimize the time it takes to fill a vacancy, thereby reducing the risks and impacts of prolonged staffing shortages.

Scope of Work

- A. The Offeror shall provide staffing and recruiting services that will support the OHA in filling its key vacancies, which shall include, but may not be limited to, the following:
 - 1. Vacancy advertisements;
 - 2. Application and candidate screening;
 - 3. Candidate recommendations;
 - 4. Reference checks; and
 - 5. Other related service options, such as temporary-to-hire programs.
- B. The Offeror shall work directly with the OHA Human Resources team to understand the role of each vacancy within the agency's overall structure as well as the parameters that constitute a good fit.
- C. The OHA Human Resources team shall provide the Offeror with the following:
 - 1. A list of required application materials ("Candidate Package");
 - 2. Position descriptions for each vacancy;
 - 3. A timeframe for hire per vacancy; and
 - 4. The salary range for each position.
- D. The Offeror shall be available for telephone or virtual meetings to discuss the materials with the OHA Human Resources team.
- E. The Offeror shall inform the OHA of potential candidates and shall forward the completed Candidate Package to the OHA Human Resources team.
- F. The OHA Human Resources team shall notify the Offeror when a candidate sourced by the Offeror is hired.
- G. All information exchanged over the course of the contract between the OHA and the Offeror shall remain strictly confidential.

General Contract Compliance for Successful Offeror

- A. The Successful Offeror shall comply with HRS, Chapter 103D, as amended, and all State, Federal, and County requirements.
- B. The Successful Offeror shall also comply with the General Terms and Conditions appended hereto as Attachment 1 and by reference 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.

C. License and Compliance

- The successful Offeror must be registered as a business in the State of Hawai'i, be compliant with Hawaii Compliance Express (hereinafter "HCE"), complete the W-9 form (<u>https://www.irs.gov/pub/irs-pdf/fs9.pdf</u>) and provide a Certificate of Liability Insurance. If you are not registered with HCE, please register by going to HCE's website: <u>http://vendors.ehawaii.gov/hce/splash/welcome.html.</u>
- 2. 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:

Coverage Commercial General Liability (including personal injury, death, and property damage)	Limits \$2,000,000 per occurrence; \$2,000,000 general aggregate per policy year; \$2,000,000 product 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 Hawaiʻi	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

D. 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.

- E. Each insurance policy required by the contract, including a subcontractor's policy, shall contain the following clauses:
 - "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."

Other Requirements

- A. The Contractor shall comply with applicable safety, hygiene, and physical distancing guidance from the Centers for Disease Control and Prevention (CDC), as well as with State, county, industry, and regulatory practices for safety, hygiene, and physical distancing, including standards and requirements adopted and issued by Hawai'i Department of Health (DOH) or required by State and county emergency orders, rules, or proclamations related to COVID-19 (novel coronavirus).
- B. No person shall enter an OHA worksite if they have: (i) a fever, cough, shortness of breath or difficulty breathing, or other symptoms of respiratory illness or of COVID-19 as set forth by the CDC; (ii) had close contact with a person who has or is suspected to have COVID-19; or (iii) traveled outside of Hawai'i in the past ten (10) days and have not satisfied the negative test exception to the mandatory self-quarantine period, subject to any subsequent out-of-state travel restrictions imposed through Statewide or county emergency orders, rules, or proclamations related to COVID-19 (novel coronavirus).
- C. Pursuant to Governor Ige's Executive Order No. 21-07 issued September 8, 2021 ("Order"), contractors and visitors are required to provide their vaccination or testing status as a condition of entry onto State property and into State facilities. As such, starting on Monday, September 13, 2021, all contractors entering, working, or providing services to any OHA physical worksites shall submit an attestation of their vaccination status and for those who are unvaccinated or partially vaccinated, a negative test result of a COVID-19 test. The Contractor shall be responsible for the following:

- 1. The Contractor shall identify all employees accessing any OHA physical worksites and provide a written attestation to OHA as to each employee whether they are: (1) fully vaccinated for COVID-19; (2) partially vaccinated for COVID-19 (including receipt of one dose of a two-dose course of vaccination); or (3) not vaccinated for COVID-19;
- The Contractor will ensure and provide verification that any unvaccinated or partially vaccinated employee is subject to regular COVID-19 testing that shall occur once per week;
- 3. The Contractor will ensure that any unvaccinated or partially vaccinated employee does not enter, work, or provide services in any OHA physical worksite unless the employee obtains a negative test result of a COVID-19 test as a condition to being allowed to enter or remain in any OHA physical worksite;
- 4. If not otherwise required by State or county orders, the Contractor will ensure that all employees, whether fully vaccinated, unvaccinated, or partially vaccinated, will wear a mask the entire time they are present in any OHA physical worksite and physically distance themselves from others;
- 5. Any unvaccinated or partially vaccinated Contractor and/or its employees not in compliance with this Order or found to have submitted falsified information pursuant to this Order shall be precluded from entry to any State facility. Any violation of this Order by a Contractor and/or its employees may also be subject to contractual remedies or other remedies as allowed under the law; and
- 6. Contractors must e-mail the attestation required pursuant to this Order to their OHA Contract Administrator prior to entering, working, or providing services at any OHA physical worksite.

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 Alison Roney, Procurement Specialist, by email at alisonr@oha.org.