



STATE OF HAWAII
DEPARTMENT OF HEALTH
DISEASE OUTBREAK CONTROL DIVISION

SEPTEMBER 5, 2024

INVITATION FOR BIDS
IFB No. DOCD-2024-501

FOR THE PROVISION OF
TEMPORARY STAFFING SERVICES

Bids shall be received via the Hawaii State eProcurement System (“HIePRO”) no later than the date and time stated on HIePRO and must be submitted in strict accordance with the instructions therein.

Questions relating to this solicitation may be directed to:

Amber L. Wright
1000 Bishop Street
Honolulu, HI 96813
Phone: (808) 466-3686
Email: amber.wright@doh.hawaii.gov

The Department of Health reserves the right to reject any or all bids and waive any defects when such rejection will be in the best interest of the public.

Amber L. Wright
Procurement Officer

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SECTION 1
ADMINISTRATIVE OVERVIEW

Bidders are encouraged to read each section of the IFB thoroughly. While sections such as the administrative overview may appear similar among IFBs, state purchasing agencies may add additional information as applicable. It is the responsibility of the Bidder to understand the requirements of *each* IFB.

- A. Bidders may submit questions to this IFB solicitation in the Q&A section in HiePRO. Written questions must be received by the date and time specified in HiePRO. The purchasing agency will respond to written questions to the IFB at the date and time specified in HiePRO.
- B. Bidders shall designate those portions of their bid that contain trade secrets or other proprietary data that are to remain confidential, subject to section 3-122-30(c) and (d). The material designated as confidential shall be readily separable from the bid in order to facilitate public inspection of the nonconfidential portion of the bid.

Note that price is not considered confidential and will not be withheld.

- C. This IFB is issued under the provisions of the Hawaii Revised Statutes (“HRS”) Chapter 103D and its administrative rules, Hawaii Administrative Rules (“HAR”) Chapters 3-120 to 3-132. All prospective Bidders are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a bid by any prospective Bidder shall constitute admission of such knowledge on the part of such prospective Bidder.
- D. The award of a contract and any allowed renewal or extension thereof, is subject to allotments made by the Director of Finance, State of Hawaii, pursuant to HRS Chapter 37, and in accordance with §103D-309, HRS, and subject to the availability of State and Federal funds.
- E. A Notice of Award of the Contract shall be made to the lowest responsive, responsible bidder.

The Notice of Award shall be made available in HiePRO. Failure by the chosen vendor to accept the award within five days of the Notice of Award will be deemed a rejection of the award. The chosen vendor shall accept award by emailing the Contact Person listed in this IFB and paying the HiePRO fee.

F. The Contractor shall be subject to a one-time mandatory HIePRO fee of .75% (0.0075) of the award amount or \$5,000.00, whichever is less. HIePRO is administered by Tyler Technologies, Inc. Tyler Technologies, Inc. shall invoice the Contractor directly for payment of the HIePRO fee. Payment must be made within thirty (30) days from receipt of invoice.

SECTION 2
SPECIAL PROVISIONS

- A. TERM OF CONTRACT. The CONTRACTOR shall enter into a fixed price with price adjustment Contract for the provision of temporary staffing services for a twelve (12) month period.
- B. OPTION TO RENEW. Unless terminated, the contract may be extended for not more than five (5) additional twelve (12) month periods without the necessity of rebidding, upon mutual agreement, in writing, prior to expiration of the Contract, subject to availability of funding.
- C. PRICE ADJUSTMENT. Bid prices may be eligible for adjustment to reflect fair market value at the time of optional renewal. Rate increases shall not exceed ten percent (10%) of the current period rate.
- D. CONTRACT EXECUTION. The successful Bidder shall enter into a formal written contract with the STATE. In submitting a bid, the Bidder will be deemed to have agreed to each provision set forth in Attachment 1, General Conditions, Attachment 2, Special Conditions, and any other terms as may be agreed to by the STATE and CONTRACTOR. The STATE shall have no obligation to accept terms and conditions that vary from those set forth in the aforementioned attachments.

Upon selection and award of the contract, the STATE shall send the formal contract to the successful Bidder via an electronic signature process. The STATE reserves the right to cancel any contract and request new bids or negotiate with remaining Bidders if the STATE is not satisfied with the awarded Contractor's performance.

No work is to be undertaken by the Bidder awarded a contract prior to the contract commencement date, unless the CONTRACTOR receives a formal Notice to Proceed from the STATE. The State of Hawaii is not liable for any costs incurred prior to the official starting date of the contract.

No contract shall be considered binding upon the STATE until the contract has been fully and properly executed by all parties thereto.

- E. The STATE shall reserve the right to choose not to fill a temporary position at its sole discretion, if it is in the best interest of the STATE.

F. OWNERSHIP, CONFIDENTIALITY AND DATA SECURITY. The CONTRACTOR(s) shall ensure that personnel engaged pursuant to a Contract shall adhere to all State laws, policies, procedures, and guidelines relating to confidential information, including personal identifiable information and health information and take reasonable precautions to prevent the unauthorized disclosure of any and all individual identifiable health information required to be obtained, used, and maintained by the STATE under a Contract, in accordance with Article I, Section 6, Right to Privacy, of the Hawaii State Constitution, and sections 325-4 and 321-29(g), Hawaii Revised Statutes.

SECTION 3
SPECIFICATIONS

- A. **DESCRIPTION OF SERVICE GOALS:** With the current staffing shortage we are experiencing, staff have been covering for multiple positions, on top of performing their regular duties. The overall service goal of this IFB and subsequent contract is to improve the wellbeing of our current administrative staff by bringing in additional resources to support the operations of the STATE.
- B. **QUANTITY:** One (1) temporary staff member per temporary position as identified in Exhibit “A,” Position Descriptions, shall be provided by a staffing agency.
- C. **SCHEDULE:** Temporary staff assigned to the STATE shall be required to work normal business hours, Monday through Friday, 7:45am-4:30pm, Hawaii Standard Time (“HST”), excluding STATE recognized holidays, attached hereto as Exhibit “B” and made a part hereof, for the duration of the Contract. Overtime may be required and shall be approved in advance at the STATE’s discretion.
- D. **SERVICE DELIVERY AND ACCOMPANYING REPORTING:**
1. The satisfactory provision of goods and services will be monitored by the STATE Contract Administrator (“CA.”) Performance will be monitored on an ongoing basis by the STATE through desk monitoring and/or other methods by the STATE CA, or designee(s).
 2. Should the CONTRACTOR fail to comply with the requirements of the contract, the STATE may request a written corrective action plan, a timeline for implementation, and the responsible parties to the STATE. The STATE will monitor the CONTRACTOR for implementation of the corrective action plan. The STATE reserves the right to request regular or additional report(s) on progress toward compliance with the contract and the corrective action plan.
 3. Should the CONTRACTOR continue to fail to comply with the requirements of the contract, the STATE reserves the right to engage the services of another to perform the services to remedy the defect or failure and to deduct such costs from monies due to the CONTRACTOR or to directly assess the CONTRACTOR.
 4. In the event the CONTRACTOR fails, refuses, or neglects to perform services in accordance with the requirements of this IFB and the Contract, the STATE reserves the right to purchase in the open market corresponding services and to deduct this cost from the monies due or that may thereafter become due to the CONTRACTOR. If monies due to the CONTRACTOR is insufficient for this purpose, the CONTRACTOR shall pay the difference upon demand by the STATE. The STATE may also utilize all other remedies provided under the contract and/or as permitted by law.

5. In the event the CONTRACTOR is not performing the required services as contracted, the STATE reserves the right to extend the contract for intervals of less than twelve (12) months. During this time, the STATE will monitor the CONTRACTOR's performance and/or improvement and the implementation of its corrective action plan to determine whether the STATE will continue to contract with the CONTRACTOR.
6. The CONTRACTOR shall designate a contact person who will be responsible for the project oversight and ensure contract performance. The contact person will be able to respond to the STATE inquiries, complaints, and/or problems within one (1) working day.
7. The STATE CA may send a monitoring report to the CONTRACTOR's contact person. The monitoring report will document any discrepancies or contract violation(s) for correction within the designated time period provided.
8. The CONTRACTOR shall submit timesheets with invoices as back up documentation to support costs charged to the STATE.

E. GEOGRAPHIC LOCATION:

State of Hawaii Department of Health
Kinau Hale Building
1250 Punchbowl Street
Honolulu, Hawaii 96813

or

State of Hawaii Department of Health
Bishop Annex
1000 Bishop Street, Suite 200
Honolulu, Hawaii 96813

F. POINT OF CONTACT:

Nathan Tan, MD
1250 Punchbowl Street, Room 437
Honolulu, HI 96813
Tel. 808-587-6333
Email: nathan.tan@doh.hawaii.gov

G. MINIMUM REQUIREMENTS:

1. The Bidder shall have an office located within the State of Hawaii.

2. The Bidder shall have been in business providing staffing services for a minimum of five (5) years.
3. The Bidder shall submit resumes of qualified staff at time of bid, and have qualified personnel available to start immediately. Minimum staff qualifications are included in Exhibit "A."
4. The Bidder shall have prior experience contracting with the government.

H. SERVICE SPECIFICATIONS

CONTRACTOR'S RESPONSIBILITIES:

1. The CONTRACTOR shall provide temporary administrative staffing services for positions outlined in Exhibit A, attached hereto and made a part hereof, to the STATE on a temporary or temp-to-hire basis. These services shall include, but are not be limited to, the following:
 - a. Providing vacancy announcement(s) to the CONTRACTOR's temporary worker candidate pool(s);
 - b. Recruiting, pre-screening, and onboarding qualified candidates based on the position and work requirements provided by the STATE;
 - i. Pre-screening shall include appropriate background screening of staff prior to commencing work including the following:
 - a) Education verification – highest degree earned.
 - b) Third party employment verification – last two (2) employers or to the extent possible, if less than two previous employers.
 - c) Reference check – two (2) professional references or to the extent possible, if previous employment history is limited and/or previous employer's policies do not allow for comment.
 - d) Background check – inclusive of a criminal history record check in Hawaii for the previous ten (10) years. The CONTRACTOR shall apply suitability standards to determine if the selected candidate is appropriate for the assignment to the STATE. Cost of background checks shall be the responsibility of the CONTRACTOR and will not be paid for by the STATE.
 - c. Recommending pre-screened candidates for the STATE's consideration;
 - d. Identify temporary workers (to be approved by the STATE) for both short- and long-term assignments;
 - e. Providing a pathway for temp-to-hire conversion of the CONTRACTOR's temporary worker; and
 - f. Providing other related services as needed and/or as agreed upon by both the CONTRACTOR and the STATE.

2. The CONTRACTOR shall work directly with the STATE's Human Resources ("HR") team and branch chiefs to understand the role of each vacancy or need, as well as understand the parameters that constitute a good fit for the STATE.
3. All information exchanged over the course of the Contract between the CONTRACTOR and the STATE shall remain strictly confidential.
4. The STATE HR team shall inform the CONTRACTOR if the STATE would like to convert the temporary worker to a permanent employee.
5. The STATE CA shall act as the contract monitor and principal liaison between the CONTRACTOR and the STATE. The STATE CA shall assist in resolving policy questions, expediting decisions, and the review of the work performed.
6. The CONTRACTOR shall have and utilize an employee handbook, or something similar, with established protocol, policies, and standards to ensure consistency and professionalism.
7. The CONTRACTOR shall employ methods to ensure low staff turnover for duration of assignment.
8. The CONTRACTOR shall maintain documentation of organization compliance with federal and state health and safety standards, including elements required by the Occupational Safety and Health Administration ("OSHA.")
9. The CONTRACTOR shall ensure that staff assigned to a temporary or a temp-to-hire position shall meet minimum qualifications, including licensing and experience requirements.

QUALIFICATION AND REQUIREMENTS

1. The CONTRACTOR shall be the employer of record for all personnel provided under this contract; process payroll, withhold and remit federal, state and local taxes in compliance with applicable law; provide and administer benefits and benefit plans as applicable, and produce and retain records of employment in accordance with applicable law. If a temp-to-hire staff member is hired by the STATE, this shall apply until the temp-to-hire staff member is officially hired.
2. The CONTRACTOR shall be solely responsible for the behavior and conduct of its employees or agents while on assignment with the STATE. High-level supervision will be the responsibility of the CONTRACTOR.
3. The CONTRACTOR shall ensure the confidentiality of all information, documents, or materials viewed or discussed. The CONTRACTOR's personnel shall not disclose confidential information to the general public without the expressed written consent of the STATE by either policy, rules, or letter. The CONTRACTOR's personnel assigned to the STATE shall be required to review and sign the Disease Outbreak Control Division Information Technology Acceptable Use Policy and the Disease

Outbreak Control Division Access and Confidentiality Agreement: Collaborating Partner Users prior to appointment.

4. The CONTRACTOR agrees to remove any of its employees from service to the STATE upon written request by the STATE CA. At the request of the STATE, the CONTRACTOR shall remove forthwith and shall not employ in any portion of the work, any person who, in the opinion of the STATE, does not perform the assigned duties and responsibilities in a proper and skillful manner, is intoxicated, disorderly, abusive, or unable to demonstrate tact and diplomacy in dealing with the public and/or other STATE staff.
5. The temporary staff may be required to work remotely using their own computer equipment and internet access and the CONTRACTOR understands that internet is not a reimbursable expense.
6. The temporary staff, if provided with STATE equipment, shall be required to sign a Payroll Deduction Authorization Form, provided to the CONTRACTOR staff by the CONTRACTOR prior to employment, as well as a STATE acknowledgment of receipt of equipment. Temporary staff assigned equipment shall be held responsible for the return of any equipment issued. Equipment must be returned in functional working order or the CONTRACTOR staff shall be subject to covering any repair or replacement costs.
 - a. If the amount of payroll will not cover the value of damaged equipment, the STATE reserves the right to reclaim monies owed by other means including but not limited to legal action.
7. The STATE may allow a temporary employee to work overtime hours if overtime work is authorized and approved in advance by the STATE. The overtime request and justification shall be submitted to the STATE and approved at least twenty-four (24) hours in advance prior to temporary employee performing overtime work. All authorized and approved work performed in excess of forty (40) hours in one (1) week shall be considered overtime work and shall be paid at a rate of one and one-half (1 and 1/2) times the temporary employee's rate of pay. Overtime hours shall be capped and shall not exceed ten (10) hours per work week.

TEMPORARY STAFF TRAVEL

The CONTRACTOR shall allow its staff to perform an assignment for the STATE that may include travel.

1. Only intra-state travel will be allowed.
2. The STATE agrees to provide notice and travel itinerary/information at least seventy-two (72) hours in advance of travel. The STATE will obtain approval from the CONTRACTOR prior to sending temporary employee on any travel.

3. The STATE will reimburse the CONTRACTOR during the staff temporary assignment for any work-related ground transportation required, including transport via public bus, standard taxi, or standard ride share transportation. The STATE acknowledges that the temporary staff is not permitted to rent or drive vehicles while traveling and/or on assignment.
4. The STATE will provide a state approved per diem per day. All other incidental charges will be at the expense of the CONTRACTOR.
5. The STATE will provide the CONTRACTOR with information necessary for coordinating travel and lodging. Lodging booked shall be the cheapest rate near assignment area and shall be approved by the STATE prior to booking. The CONTRACTOR will make and pay for all necessary travel arrangements based on provided itinerary as required by the STATE. Temporary employee shall ensure that all reimbursable travel related receipts are kept and submitted to the CONTRACTOR for reimbursement. The CONTRACTOR will submit receipts to the STATE on a biweekly or monthly basis and the STATE will reimburse the CONTRACTOR for all expenses through its biweekly or monthly invoice in accordance to Title 3 Chapter 10, Hawaii Administrative Rules. Reimbursements will be made for economy airfare and standard hotel room; no reimbursement will be paid for an upgraded travel class or lodging.
6. The temporary employee is entitled to overtime when travel requires the temporary employee to work more than forty (40) hours in a work week. Travel time incurred to/from airport or while waiting for flights and which are considered beyond temporary employee's normal commute are considered worktime. Temporary employee will not be paid for personal time outside of work hours.
 - a. The CONTRACTOR acknowledges that temporary employees may work overtime for travel related assignments only, and the STATE agrees to pay any applicable overtime charges that are incurred as a result of temporary employee performance of an assignment.
 - b. Overtime shall be calculated as a basic rate of pay multiplied by the number of hours worked, or fraction thereof and multiplied again by one and one half (1-1/2.)
7. The CONTRACTOR shall provide Worker's Compensation coverage for work hours.

COMPENSATION AND PAYMENT

1. Any contract resulting from this IFB shall be a cost-reimbursement contract.
2. Positions listed in Exhibit "A" may be used at the STATE's discretion, and payments shall not be made for any unused or unfilled positions.
3. Payments shall be made to the CONTRACTOR within thirty (30) days upon receipt of monthly or bi-weekly (to be determined during contract negotiation) submission by

the CONTRACTOR of invoices for the services provided in accordance with the scope of services and in accordance with the rate schedule. The STATE shall withhold not more than five percent (5%) of the total contract amount until final settlement of the contract.

4. The CONTRACTOR shall submit monthly or bi-weekly (to be determined during contract negotiation) invoices for the billing period and identify services performed for each individual referred to the CONTRACTOR under the contract. The CONTRACTOR shall certify that the billing information is accurate and that services were actually provided.
 - a. Original invoices shall be submitted electronically to the CA.
5. The price per hour shall include all labor, required supplies, applicable taxes, and any other costs necessary to perform the services required under the contract.
6. Final settlement of the contract shall include submission and acceptance of all reports and other materials to be submitted by the CONTRACTOR to the STATE, resolution of all discrepancies in the performance of services, and completion of all other outstanding matters under the contract.
7. The final invoice shall be submitted within forty-five (45) days after the termination date of the contract. No payment shall be made if invoices are not received by the STATE within forty-five (45) days after the termination date of the contract.
8. The CONTRACTOR shall submit original invoices to:

If electronically:

Nathan Tan, MD, Nathan.tan@doh.hawaii.gov

If by mail:

Department of Health
Disease Outbreak Control Division
ATTN: Nathan Tan
1250 Punchbowl Street, Room 437
Honolulu, Hawaii 96813

9. All invoices shall reference the Contract number and purchase order number assigned to the contract.

SECTION 4
BID SUBMISSION INSTRUCTIONS AND REQUIREMENTS

- A. To be considered responsive, a Bidder's quote must be for all items specified in this solicitation (and subsequent addenda, if any.) Any bid offering any other set of terms and conditions contradictory to those included herein (or in any subsequent addenda) may be rejected without further consideration.
- B. The following must be submitted with your bid. Failure to include items below may result in rejection of your bid.
1. A current Certificate of Vendor Compliance obtained through Hawaii Compliance Express ("HCE,") <https://vendors.ehawaii.gov/hce/> dated no earlier than one week prior to the offer submission date.

OR

2. All of the following certificates:
 - a. **TAX CLEARANCE CERTIFICATE** – A valid tax clearance certificate or current special letter signed by both the Department of the Internal Revenue Service ("IRS") certifying that the Bidder does not owe the State of Hawaii and the IRS any delinquent taxes, penalties, or interest must be submitted with all sealed bids. Failure to submit the required tax clearance certificate or special letter will be sufficient grounds for the STATE to refuse to receive or consider the prospective Bidder's bid.

The tax clearance certificate shall be obtained on the State of Hawaii, Department of Taxation Tax Clearance Application Form A-6 which is available at the Department of Taxation and the IRS' office in the State of Hawaii, or on the Department of Taxation's website <https://tax.hawaii.gov>.

The application for the tax clearance is the responsibility of the successful Bidder and must be submitted directly to the Department of Taxation or the IRS and not the purchasing agency.

- b. **DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS CERTIFICATE OF COMPLIANCE (FORM LIR#27)** – HRS chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) are required for award.

Instructions are as follows:

Pursuant to §103D-310(c), HRS, the successful Bidder shall be required to submit an approved certificate of compliance by the State of Hawaii Department of Labor and Industrial Relations (“DLIR”). The certificate is valid for six (6) months from the date of issuance and must be valid on the date it is received by the purchasing agency.

The certificate shall be obtained on the State of Hawaii, DLIR APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR, form, LIR#27, which is available at <https://labor.hawaii.gov>. The DLIR will return the form to the successful Bidder who in turn shall submit to the purchasing agency.

The application for the certificate is the responsibility of the successful Bidder, and must be submitted directly to the DLIR and not the purchasing agency.

AND

- c. **DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
CERTIFICATE OF GOOD STANDING** – To be eligible for award, the successful Bidder must comply as follows:

A business entity referred to as a “Hawaii Business,” is registered and incorporated or under the laws of the State of Hawaii. As evidence of compliance, Bidder shall submit a CERTIFICATE OF GOOD STANDING.

To obtain a CERTIFICATE OF GOOD STANDING, go online to <https://labor.hawaii.gov> and follow the prompt instructions. To register or to obtain a CERTIFICATE OF GOOD STANDING by phone, call (808) 586-2727 during business hours.

The CERTIFICATE OF GOOD STANDING is valid for six (6) months from the date of issuance and must be valid on the date it is received by the purchasing agency. Bidders are advised that there are costs associated with registering and obtaining a CERTIFICATE OF GOOD STANDING from DCCA.

- C. Any bid that contains any erasures or alterations not properly initialed or contains other irregularities may be rejected, if not in the best interest of the STATE. Any offer that constitutes a conditional bid or a counter proposal will be rejected.

- D. The bid price shall include all applicable taxes and fees required to perform the services requested herein.

Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and Bidders are advised that they are liable for the General Excise Tax, (“GET”) and all other applicable taxes. If, however, the Bidder is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, the Bidder shall state its tax-exempt status and cite the HRS chapter or section allowing the exemption.

- E. Bids for each position shall be evaluated on an individual basis. Separate awards will be made for each position to the lowest responsive, responsible bidder. If one bidder provides the lowest bid for multiple positions, that bidder will be awarded those positions. For the purposes of this procurement, total position price shall govern, and multiple contracts may be awarded.
- F. A Bidder must complete the “Offer Form,” attached hereto as Attachment 3 and made a part hereof, and identify the name and telephone number of a person who may be contacted during the selection process.
1. By signing the “Offer Form,” the Bidder agrees to comply with the requirements of this solicitation, and all applicable federal and State laws.
 2. The “Offer Form” must be signed by a partner or principal (an original signature is required) who has authority to bind the Bidder, and evidence of that authority must be attached and the corporate seal, if any, affixed to the “Offer Form”.
- G. A Bidder is required to submit its bid using the Bidder’s exact legal name, as registered in the state in which it is incorporated. Failure to do so may delay proper execution of the contract.
- H. A Bidder must complete, in its entirety, the “Price Quotation Form,” attached hereto as Attachment 4 and made a part hereof. A Sample Price Quotation Form is attached hereto as Exhibit C to assist Bidders with their completion of the Price Quotation Form.
- I. Bid submittal shall include the following documents, completed in their entirety:
1. Offer Form,
 2. Price Quotation Form,
 3. Resumes of proposed staff to be assigned to the STATE,
 4. Experience and capability statement showing the Bidder meets the minimum requirements of this IFB inclusive of a list of past government contracts, and
 5. Hawaii Compliance Express certificate.
- J. All materials submitted shall become the property of the State, unless otherwise noted, and shall not be returned.

- K. Bids shall be submitted via HiePRO. Bids must be received by the submittal deadline. Any bids received after that date and time shall be rejected. Faxed or e-mailed bids shall not be accepted or considered for award.
- L. Any and all costs incurred by a Bidder in preparing or submitting a bid shall be the Bidder's sole responsibility and shall not be reimbursed by the State.

SECTION 5
ATTACHMENTS AND EXHIBITS

ATTACHMENT 1: GENERAL CONDITIONS

ATTACHMENT 2: SPECIAL CONDITIONS

ATTACHMENT 3: OFFER FORM

ATTACHMENT 4: PRICE QUOTATION FORM

EXHIBIT A: POSITION DESCRIPTIONS

EXHIBIT B: STATE OBSERVED HOLIDAYS 2024-2025

EXHIBIT C: SAMPLE PRICE QUOTATION FORM