

DEPARTMENT OF EDUCATION

PROCUREMENT AND CONTRACTS BRANCH

January 18, 2023

ADDENDUM A

TO

REQUEST FOR PROPOSALS

**RFP D23-079**

TO PROVIDE  
ELEMENTARY AND SECONDARY SCHOOL EMERGENCY RELIEF (ESSER) PROGRAM  
EVALUATION

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**PART I: The following is a brief summary of the Pre-Proposal Conference that occurred on January 6, 2023:**

The Pre-Proposal Conference was held on January 6, 2023 at 10:00 a.m. HST via WebEx. The conference provided an opportunity to informally ask questions related to the RFP. The questions from the Pre-Proposal Conference and the formal responses are included in Part II, below. Everyone was thanked for their participation and interest in the RFP.

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**PART II: This addendum is hereby issued to respond to the following questions:**

**Q1: Please confirm the anticipated contract term (beginning and ending date)?**

A1: It is estimated that the contract commencement date/notice to proceed will be in April 2023. The contract will end on March 31, 2024. The contract may be extended for not more than 2 additional 12-month periods, depending on need and funding. Refer to RFP Section 1.18, Contract; Contract and Performance Period, for more details.

**Q2: What is the anticipated or not to exceed budget amount available to fund this project??**

A2: While there is no set budget, it is anticipated that the budget will likely be at or above \$150,000. Price Proposals will be evaluated according to the Evaluation Criteria. Refer to RFP Section 5.2, Evaluation Criteria.

**Q3: Please clarify exactly what the State is looking for: evaluation/consultation services, school resources (supplemental educational materials), professional development, or some combination of the three? It is our current understanding that the initial ask is for evaluation/consultation services that will then be followed by a separate request for materials and training to support the final need? Is this an accurate understanding?**

A3: The STATE is looking for the CONTRACTOR to conduct an evaluation to determine the programmatic uses and impacts of ESSER funds on ESSER Educational Plan and Fiscal Plan key objectives. Refer to RFP Section 3.1, Scope of Work. School-level professional development is not intended to be executed as part of this project; however, it would be appropriate for the CONTRACTOR to include suggestions for potential future professional development activities as part of the recommendations in their written reporting of findings. Refer to RFP Section 3.2, Deliverables.

**Q4: Can you please clarify the deliverables due within 6 months of the contract execution (Section 3.2.2) and after the first 6 months (Section 3.2.3)?**

A4: For the first six-month period, the deliverables in Section 3.2.2 include reporting of findings and gap analysis with recommendations for next steps. The deliverables to be completed in the second six-month period (Section 3.2.3) are dependent upon the results provided in Section 3.2.2.

**Q5: Are there any particular projects that the department is interested in evaluating or would like to prioritize in the short term (e.g. summer learning)?**

A5: The purpose of this RFP is to evaluate the programmatic and academic impacts of ESSER funds to inform STATE's use of ESSER funds for the remaining duration of the awards to inform future resource allocation and planning. Refer to RFP Section 2.1, Purpose and Introduction.

**Q6: If further data collection from schools and/or complex areas is needed, would they be required to participate and would the department be involved in facilitating the data collection between the vendor and schools and/or complex areas?**

A6: The STATE will serve as liaison to assist the CONTRACTOR with communication and facilitate the CONTRACTOR's data collection processes. Any data collection procedures should maximize use of already-available data and should minimize impact on school-level administrators and staff.

**Q7: Regarding ownership rights and copyright, would the vendor have the chance to publish the findings or evaluation publicly (e.g. report, journal publication, conference presentation)?**

A7: The STATE shall have complete ownership of all material, both finished and unfinished. Refer to General Conditions No. 26, Ownership Rights and Copyright. In addition, the CONTRACTOR shall not refer to the STATE or to the services or goods, or both, provided under this Contract, in any of the CONTRACTOR'S brochures, advertisements, or other publicity of the CONTRACTOR. Refer to General Conditions No. 25, Publicity.

**Q8: Would the work encompass ESSER III only or I and II as well?**

A8: The work is intended to evaluate spending of all ESSER funds to date and thus would include examining ESSER I, II, and III expenditures as appropriate.

**Q9: Is there a page limit for the proposal?**

A9: There is no page limit.

**Q10: Will the vendor have access to the approved complex area ESSER plans?**

A10: If deemed necessary to meet requirements of the proposed and approved evaluation plan, access to complex area ESSER plans will be provided to the CONTRACTOR. Complex area plans may vary in scope and detail.

**Q11: Can the complex area ESSER plan, including a breakdown of how the ESSER funds have been distributed, pre-approved ESSER-funded programs/activities, and interventions funded be shared with offerors?**

A11: Access to complex area ESSER-plans and related information will not be provided to Offerors. Access to complex area ESSER information will be provided to the CONTRACTOR, if deemed necessary.

**Q12: What are the formal mechanisms of accountability for the complex areas in using the ESSER funds? In other words, what information is required for the complex areas to report to the Department related to their use of the monies? Are there common reporting metrics?**

A12: The federal government did not require formal mechanisms of accountability involving ESSER fund expenditures and metrics. Therefore, the STATE allowed complex areas flexibility in the use of ESSER funds. Complex areas may have determined their own appropriate reporting metrics.

**Q13: Does the Department need the chosen vendor to assist with reporting activities to the federal government?**

A13: No, reporting to the federal government is not within the scope of work for this request for proposals. The STATE will follow Federal ESSER reporting requirements based on spending and equity. The USDOE reporting template can be found at this site: [https://api.covid-relief-data.ed.gov/collection/api/v1/public/docs/ESSER\\_Data\\_Collection\\_Final.pdf](https://api.covid-relief-data.ed.gov/collection/api/v1/public/docs/ESSER_Data_Collection_Final.pdf).

**Q14: What types of vendor support does the Department anticipate for dissemination of the findings at the end of Year 1?**

A14: The CONTRACTOR is responsible for disseminating their findings. Findings at the end of year 1 shall be delivered to the STATE. Refer to RFP Section 3.2, Deliverables.

**Q19: If a subcontractor is being included, do they also need to submit three representative, completed projects using Appendix B and two references using Appendix C?**

A19: Yes. If a proposal involves the use of any subcontractor, the subcontractor shall also comply with the Offeror qualifications requirements identified in the following sections: Offeror History and Background, Offeror Project List, Offeror Reference Form, Project Team Organization, Staffing, information/Data Security and Confidentiality. Refer to RFP Section 4.11, Subcontractors.

**Q20: To what extent is direct data collection and consultation in the field or other business travel expected? To what extent would this travel need to occur on neighbor islands?**

A20: We encourage the use of virtual meetings and communication; however, it will be up to the CONTRACTOR's discretion to determine if business travel is necessary and if so, to include such in their price proposal. Refer to RFP Section 4.13, Price Proposal.

**Q21: To what extent have allocations or decisions about ESSER-funded activities been delegated to leaders at the school or complex area level?**

A21: Each complex area allocations and decisions regarding ESSER-funded activities were at the discretion of the complex area.

**Q22: To what extent are charter schools and the Hawaii State Charter School Commission included in the scope of the project?**

A22: Charter schools are not part of the scope of this request for proposals.

**Q23: What is the anticipated period of analysis (timeframe of spending decisions and activities to be reviewed)?**

A23: The work is intended to evaluate spending of all ESSER funds to date and would include examining ESSER I, II, and III expenditures as appropriate.

**Q25: Offers are subject to a .75% transaction fee calculated on a quarterly basis for first year only. Does this mean there is no fee at all for subsequent years?**

A25: Correct. Offerors are subject to a mandatory .75% transaction fee that is applicable for sales calculated on a quarterly basis for the first year only.

**Q26: Financials are required to be submitted. Are they to be submitted separately or are they required to be part of the proposal that has an accompanying written request for confidential treatment?**

A26: Submit financials as part of the proposal. Refer to RFP Section 4.10, Offeror Financials. If the Offeror Financials portion of the proposal contains information that should be withheld as confidential, please mark them as such. Refer to RFP Section 4.2, Confidential Information in Proposal.

**Q27: Contract terms 3.4 requires notification if any employee is the named defendant in a claim, judgment, or settlement. Is that only applicable to claims etc. Are these relevant to the work/subject matter of the contract? Or is it the expectation of the State that we will report even an employee's personal claims? If personal claims are expected to be reported as well, what level in the org and what level of involvement in the contract does an employee have to have to fall under that requirement?**

A27: CONTRACTOR shall notify the STATE of any claim, judgment or settlement in which the CONTRACTOR or any of its employees, agents or volunteers, who will work directly with

students, is or has been named a defendant. Refer to Appendix D, Contract Minimum and Special Conditions, Section 3.4.

**Q28: Does Hawaii require submission of invoices via mail exclusively or is it also done through an online system?**

A28: CONTRACTOR shall submit an invoice to the address specified in the Solicitation. Refer to Appendix D, Contract Minimum and Special Conditions, Section 7, Invoicing.

**Q29: What are the “referrals” referenced in contract provision 13.2?**

A29: Suspending referrals to the CONTRACTOR is one of the actions that the STATE may take should the CONTRACTOR fail to comply with any of the requirements or terms or conditions of the contract. Refer to RFP Section 13, Inspection and Procedural Changes, Relief Available to the State.

**Q30: State’s General Conditions, provision 31, Records Retention in the general terms requires deletion of personal information upon contract termination in (a) but retention of personal information for three years in (b). Which of these standards does the State expect contractors to meet with regard to personal information?**

A30: Personal information as defined by chapter 487R, HRS, is not applicable to this contract and will not be provided to the CONTRACTOR during the contract period. As such, record retention related to personal information is not applicable to the resulting contract.