

HAWAII STATE DEPARTMENT OF EDUCATION  
PROCUREMENT AND CONTRACTS BRANCH

December 13, 2024

**ADDENDUM A**

TO

REQUEST FOR PROPOSALS

**RFP D25-066**

FOR

TO PROVIDE OUT-OF-SCHOOL-TIME SERVICES  
FOR THE HAWAII STATE DEPARTMENT OF EDUCATION, STATEWIDE

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**PART I: RFP AMENDMENTS**

The following revisions to the RFP are hereby made:

- A. The following Appendix D provisions are deleted in its entirety and replaced with:

**1.3 Verification of Employees**

In accordance with State rules and regulations, CONTRACTOR shall conduct mandatory criminal background checks at no cost to the STATE, on any employee, agent, subcontractor or volunteer working in close proximity or working directly with students.

CONTRACTOR shall notify the STATE, verbally within twenty-four (24) hours, upon learning of the occurrence of any of the events indicated below:

- 1.3.1 Any employee, agent, subcontractor or volunteer's license required to perform services under this contract is or has been suspended, conditioned, revoked, expired, or terminated;
- 1.3.2 Any employee, agent, subcontractor or volunteer becomes or has been the subject of any disciplinary proceeding or action before any federal or state agency or Board;
- 1.3.3 Any employee, agent, subcontractor or volunteer has been arrested or is under investigation for assault, sexual assault, child pornography or sex trafficking.

- 1.3.4 Any employee, agent, subcontractor or volunteer is or has been convicted of a fraud or felony; and
- 1.3.5 Any claim, judgment or settlement in which the CONTRACTOR or any of its employees, agents, subcontractors or volunteers is or has been named a defendant.

CONTRACTOR shall maintain the background check records, and shall make the records available for review upon request. Upon review of these records, the STATE reserves the right to request additional background information.

#### **1.4 Exclusion of Specific Workers**

The STATE reserves the right to require the CONTRACTOR to remove an employee, agent, subcontractor or volunteer (Worker) from performing work under this contract. The Contract Administrator shall notify the CONTRACTOR in writing and this exclusion of a specific Worker(s) shall take effect as indicated on the notice. The CONTRACTOR may appeal this decision to the Contract Administrator, in writing within ten (10) working days of receipt of the notice. Removal of the employee, agent, subcontractor or volunteer shall remain in effect pending the outcome of the appeal. This provision shall not infringe upon the right of the CONTRACTOR to employ the removed individual, but shall apply to any work requiring interaction with the STATE, its employees or students.

B. The following provisions are added to Appendix D:

#### **1.19 Conduct**

- 1.19.1 The CONTRACTOR's employees, agents, subcontractors or volunteers must sign in at the school office when entering a school campus and sign out when leaving a school campus.
- 1.19.2 The CONTRACTOR's employees, agents, subcontractors or volunteers must comply with and utilize the STATE's visitor management system, in accordance with STATE protocol, when reporting to any school campus to provide services.
- 1.19.3 In addition, all CONTRACTOR's employees, agents, subcontractors or volunteers must wear a picture identification badge listing agency name, employee name, and position at all times while on school premises.
- 1.19.4 The CONTRACTOR's employees, agents, subcontractors or volunteers must maintain a professional attitude, work ethic, and appearance.

#### **1.20 Harm to Students Registry**

The purpose of Act 156, Session Laws of Hawaii (SLH) 2024, was to create a registry for all preschools and K-12 educational institutions within the State of Hawaii containing information on school employees, contractors, or volunteers for whom, as a result of an investigation, a final finding has been issued that the individual has inflicted harm on a student, with the goal of preventing those individuals from subsequently gaining employment in any other public or private preschools and K-12 institutions in Hawaii.

The CONTRACTOR acknowledges and agrees to comply with the requirements set forth by Act 156, SLH 2024, and any other rules, regulations and laws, regarding the reporting and investigation of misconduct involving harm or maltreatment of students in educational institutions.

Should the STATE need to conduct an investigation into whether or not a contractor or contractor's employee, agent, or volunteer engaged in acts or omissions that resulted in the infliction of harm to a student, the CONTRACTOR shall ensure the following:

- The CONTRACTOR shall inform the CONTRACTOR's employees, agents, or volunteers that an investigation is being conducted pursuant to Act 156, SLH 2024;
- The CONTRACTOR, including the CONTRACTOR's employees, agents, or volunteers shall cooperate and assist the STATE should there need to be an investigation;
- The CONTRACTOR shall provide the following to the STATE within five (5) business days from the date of the request:
  - Full legal name and any prior names used, such as maiden name or married name;
  - Date of birth;
  - Photograph;
  - Last known address;
  - Any and all other STATE contracts that this individual is working on; and
  - Any and all information and documents requested by the STATE during the course of an investigation.

Should the STATE not receive the full cooperation of the CONTRACTOR, or the CONTRACTOR's employees, agents, or volunteers, the STATE will move forward with and complete the investigation with the information it has available.

Should there be a finding and the CONTRACTOR's employee, agent, or volunteer is deemed appropriate to be included on the Harm to Students Registry, the CONTRACTOR's employee, agent, or volunteer will be given prior written notice of the STATE's decision to include the CONTRACTOR employee's, agent's, or volunteer's name for this purpose and will be given the opportunity to appeal the decision.

Should the CONTRACTOR's employee, agent, or volunteer either waive the right to appeal or lose the appeal, the STATE shall place the name of the CONTRACTOR's employee, agent, or volunteer on the Harm to Students Registry.

Any person currently or formerly employed by the CONTRACTOR, including subcontractors, agents, and volunteers listed on the Harm to Students Registry may request the CONTRACTOR to submit a certified request to the STATE for removal if new information proves they did not inflict harm on a student. The CONTRACTOR shall defend and indemnify the STATE from any liability resulting from claims related to the inclusion or removal of an employee from the Registry.

The CONTRACTOR shall provide to the STATE the names, dates of birth, addresses, photographs, and personal identifiers of all candidates for employment, including subcontractors, agents, or potential volunteers. If a candidate, subcontractor, agent, or volunteer's name appears on the Harm to Students Registry, the STATE can require removal of the individual from STATE work. Note that, pursuant to Act 156, SLH 2024, an employee, subcontractor, agent, or volunteer should not perform work or duties for the STATE until the CONTRACTOR has obtained clearance from the STATE.

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## **PART II: QUESTIONS AND ANSWERS**

The STATE responses to the written questions received are hereby provided:

- Q1: What is the target population and grade levels to be served? Does this include pre-k?  
A1: The target population is dependent on the funding source. The range of grades served across all Out of School Time programs can include pre-k through 12th grade.
- Q2: Is the STATE looking for software and experienced providers to train STATE staff to run an Offeror's program or is the STATE looking to have the Offeror's staff run the program?  
A2: Reference RFP 3.1 Scope of Work.
- Q3: The RFP seems to suggest that this opportunity may either be a bench contract or subsidized by the state to some degree. Can we have some clarification on what is the case?  
A3: Reference RFP 1.18.1 Vendor List.
- Q4: Is the service for out-of-school learning still structurally connected to the schools and their schedules for programs offered for out-of-school meant to supplement in school time?  
A4: Reference RFP 2.2 Out-of-School-Time Service Needs.
- Q5: The RFP indicates that services may be offered for both out-of-school time during the school year and/or during summer? Can proposals build on services that link from school year time learning to summer learning in complementary and/or supplementary ways for continued engagement and scaffolded learning? Or should these services be offered as stand alone services at different times of the year? Does it matter?  
A5: Reference RFP 2.2 Out-of-School-Time Service Needs.  
Reference RFP 4.9 Summary Offer of Services and Pricing (Appendix B).
- Q6: Is it reasonable to assume that, provided all recruitment materials, recruitment efforts can be mediated/done with help of school/offeror personnel for contacts and connections to reach the adequate audience (e.g. families, caregivers, intersecting programs personnel)?  
A6: Reference RFP 4.9.7 Communication Strategies.

- Q7: Can you please define “site managers” and who could or would qualify to be site managers? Can offeror determine and train site managers that are already connected and in the schools and sites where services will be provided? We asked that question because our services are connected to computers and Esports curriculum offered online.
- A7: Site managers are key staff that are involved with the delivery and supervise over the staff who deliver the proposed services.
- Q8: Is there a maximum price range that the proposal should be limited to? Can prices aligned to services be presented as scenarios where contracts follow a price range dependent and appropriate for choices of deliverables or bundles?
- A8: Reference RFP 4.9.8 Price Proposal.  
Reference RFP Appendix B Pricing Form.
- Q9: Is the Vendor List Number VL E25-08 available publicly?
- A9: Reference 1.18.1 Vendor List.
- Q10: Could you please clarify what is expected for Attachment A: Proof of Compliance Documents and whether it is required for the proposal submission?
- A10: Reference RFP 1.20 Responsibility of Offerors; Hawaii Compliance Express  
Reference RFP 4.12 Proof of Compliance Documents  
Reference Appendix D 1.5 Liability Insurance