

**REQUEST FOR PROPOSALS
ONLINE TUTORING SERVICES**

RFP #: CB 14-001

Release Date: October 10, 2014

Filing Deadline: 4:00 p.m. PST, Wednesday, November 12, 2014

Filing Method: File proposals electronically through the Foundation for California Community Colleges Bids Portal. The link to the Bids Portal may be found at: foundationccc.org/bids

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KEY ACTION DATES

Listed below are important action dates regarding this Request for Proposals (RFP). If changes to dates are found to be necessary up to the "Proposals Submission" deadline, this will be accomplished by Addendum and published on www.foundationccc.org/bids. Dates related to proposal review, award notice, contract execution and implementation of services are projected dates and may change without formal notice.

Key Deadline	Due Date And Time
RFP Release and Publish Date Download from Bids Portal via: www.foundationccc.org/bids Registration on the Bids Portal is required to download the documents. Registration is free.	October 10, 2014 (1 st Publication) October 17, 2014 (2 nd Publication)
Letter of Intent to Apply Due Submission is mandatory in order to be eligible.	October 24, 2014 4:00 PM PST
Questions Submission Deadline To be addressed at Pre Submittal Meeting	October 27, 2014 4:00 PM PST
Pre Submittal Meeting	October 30, 2014 10:00 AM PST
Responses to Pre Submittal Questions Published Available on Bids Portal via: www.foundationccc.org/bids	November 5, 2014
Proposals Submission Deadline	November 12, 2014 4:00 PM PST
Proposal Evaluation and Review	November 14-19, 2014
Notice of Intent to Award Posted Online Download: www.foundationccc.org/bids	November 20, 2014
Anticipated Contract Execution Date	December 15, 2014
Implementation of Services	January 5, 2015

NOTICE REQUESTING PROPOSALS

NOTICE IS HEREBY GIVEN that the Foundation for California Community Colleges (FCCC), acting as a Public Agency, will receive up to, but not later than **4:00 pm PST on Wednesday, the 12th day of November, 2014**, qualified proposals for the Online Tutoring Services, RFP #14-001.

Where to Obtain RFP Documents and Review Amendments

The RFP documents may be accessed and downloaded from the Foundation for California Community Colleges Bids Portal ("Bids Portal"). Vendors will need to register on the Bids Portal in order to download the RFP documents. Registration on the Bids Portal is free. The link to the Bids Portal may be found on the Foundation for California Community Colleges bids page: <http://foundationccc.org/bids>. Any amendments will be posted on the Bids Portal.

Submission Instructions

1. Each respondent shall upload and submit the proposal and all other attachments electronically on the Bids Portal. No hard copies of the proposal shall be accepted.
2. All documents contained in the proposal package must have original signatures in **blue ink** as necessary and must be signed by a person authorized to bind the proposing firm. In addition, the Bids Portal will generate a PIN that will serve as an electronic signature upon submittal of the proposal.
3. Marketing literature shall not be included in the body of the proposal, but may be included as an addendum in the appendices of the proposal.
4. Proposals which are submitted after the deadline shall be rejected. The FCCC will not accept any proposals submitted via facsimile or electronic mail transmission.
5. Costs incurred for developing proposals are entirely the responsibility of the proposer and shall not be charged to the FCCC.
6. Minorities, women and disabled veteran businesses are encouraged to submit proposals.
7. The FCCC reserves the right to negotiate the scope of work and terms and conditions of the RFP as necessary, to reject any or all proposals and to waive any irregularities or informalities in the proposal process.
8. The FCCC may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who downloaded the bid documents from the Bids Portal.
9. The FCCC is not required to award a contract.
10. No oral understanding or agreement shall be binding on either party.

Program Administration

The Foundation for California Community Colleges will administer and manage the awarded contract. Foothill-De Anza Community College District (FHDA) will administer the online tutoring system and practices. For tutoring that is provided for Online Education Initiative (OEI) courses, funding will be provided to the vendor from the OEI, with FHDA serving as the fiscal agent for the OEI. Tutoring procured by local colleges through the "Buy-In Option"

(Piggyback Clause) offered through this contract will be paid to the vendor directly by the community college district requesting services under the “Buy-In Option” (Piggyback Clause).

Letter of Intent to Apply

On or before **October 24, 2014** at 4:00 pm P.S.T, the proposer shall submit a Letter of Intent to Apply (LOI), which can be found as Exhibit A of this RFP. Submission of an LOI form does not obligate the submission of a proposal; however prospective applicants are highly encouraged to submit an LOI by the prescribed deadline in order to qualify for proposal submission/application. Only those organizations that submit an LOI will be allowed to submit a proposal. Please refer to Exhibit A of this RFP for instructions on submitting the LOI Form.

Pre Submittal Meeting

A Prospective Proposer’s Videoconference (Videoconference) will be held on **October 30, 2014 at 10:00 am** (PST). In order to receive a reminder and an agenda for the event, prospective applicants are encouraged to submit an LOI (see Exhibit A), and register on the Bids Portal. The link to the Bids Portal may be found on the FCCC bids page: <http://foundationccc.org/bids>

Although the Videoconference is not mandatory, prospective applicants are highly encouraged to participate in the event. The Videoconference will respond to questions pertinent to the application process. Questions must be submitted in writing only through the Bids Portal. All questions must be received no later than 4:00 pm PDT on **October 27, 2014**. Questions pertaining to the RFP bidding process will not be accepted after the date of the Videoconference. Thereafter, responses to questions presented during the Videoconference will be posted on the Bids Portal.

EXECUTIVE SUMMARY

This RFP is designed to solicit proposals for the provision of Online Tutoring Services to all of the 112 colleges of the California Community College (CCC) system. This is a single award contract for the procurement of online tutoring services, serving as the primary procurement vehicle for the Online Tutoring component of the California Community Colleges Online Education Initiative (OEI). This contract, managed by the Foundation for California Community Colleges (FCCC), will also be made available to any California Community Colleges not currently funded by the OEI.

In November 2013, the Board of Governors of the California Community Colleges awarded \$16.9 million to a partnership between Foothill-De Anza and Butte-Glenn Community College Districts to launch the OEI as part of Governor Edmund “Jerry” Brown’s Online Education Initiative for the state of California. The OEI anticipates procurement of up to \$2.5 million in online tutoring services. Additional funds may be available from non-OEI funded community colleges that wish to piggyback from this contract.

The OEI is an initiative of the California Community Colleges Chancellor's Office, funded by the California legislature in 2013 in support of Governor Jerry Brown's Online Education Initiative proposal. The OEI is one of three major initiatives—including the Education Planning Initiative and the Common Assessment Initiative—that are expected to integrate, improve, and evolve existing technology services on behalf of California's community college students.

Online tutoring is a key component of this initiative. It is anticipated that students utilizing tutoring services will have higher course success rates (defined as earning a grade of C or higher) than students in the same online course who did not utilize the service.

Expected outcomes of the OEI in general and in this contract, will enable all 112 campuses to implement and sustain online tutoring services and strategies that support the broader goals of addressing the needs of the overall student population, and the establishment of sustainable infrastructures of collaboration between the service provider and educational setting within the individual campus catchment areas.

SECTION I: GENERAL INFORMATION AND INTRODUCTION

1.0 RFP Title

Online Tutoring Services

2.0 Term of Grant Used to Fund this RFP

The contract to be awarded as a result of this RFP will be for a period of 18 months (1.5 years) with the possibility for renewal on an annual basis, up to June 30, 2019.

- Initial Term: 1/1/2015 through 6/30/2016
- Term 2: 7/1/2016-6/30/2017
- Term 3: 7/1/2017-6/30/2018
- Term 4: 7/1/2018-6/30/2019

3.0 Source and Limitations of Contract Funds

Financial obligations are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void, without penalty to the Foundation and/or Participating Agencies. For tutoring that is provided for OEI courses, funding will be provided to the vendor from the OEI, with Foothill De Anza Community College District serving as the fiscal agent for the OEI. Tutoring procured by local colleges through the "Buy-In Option" (Piggyback Clause) offered through this contract will be paid to the vendor directly by the community college district requesting services under the Buy-In Option (Piggyback Clause).

4.0 Maximum Funds Available

Up to \$2.5M over the next four and one-half (4.5) years is allocated to support the services described in this RFP for OEI activities. Additional funds may be available directly from community colleges exercising the "Buy-In Option" (Piggyback Clause) to procure online tutoring services for non-OEI designated courses using the rates and terms agreed to under the OEI contract.

5.0 Eligibility: Minimum Applicant Qualifications

An applicant may be a public or private organization in good standing with the State of California and the federal government. Non-profits as well as for-profit organizations will be considered. Through the responses required by this RFP, the respondent must demonstrate the organizational capacity and ability to abide by contract terms, conditions, provisions, and assurances as well as ensure that all subcontractor(s) will do the same.

6.0 RFP Contact

All questions must be submitted in writing through the Foundation's Bids Portal. The link to the portal may be found on the Foundation's bids page: www.foundationccc.org/bids

Questions must be received no later than 4:00 P.M, PST, **October 27, 2014**. Responses will be posted on the Bids Portal.

INTRODUCTION

The Foundation for California Community Colleges (FCCC)

The Foundation for California Community Colleges helps colleges, universities, and our K-12 partner schools build, create, and operate more effectively through programs and services that drive excellence while saving millions of dollars annually. The FCCC was established as an auxiliary organization of the California community colleges pursuant to California Education Code Sections 72670-72682. It was incorporated by the Board of Governor's on May 21, 1998, under the provisions of the California Corporation Code as a nonprofit public benefit corporation, exclusively for educational purposes to promote and assist education, administrative, and related services of the California community colleges.

The mission of the FCCC is to benefit, support, and enhance the California community colleges. As the official foundation of the California Community Colleges' Board of Governors and Chancellor's Office, the FCCC is a unique 501(c)(3) nonprofit organization that provides effective services and innovative solutions for the largest higher education system in the nation. FCCC programs reach all 112 California Community Colleges and 72 districts, and several are expanding nationwide. The Foundation for California Community Colleges is the sole auxiliary organization to the board of governors of the California Community Colleges and the California Community Colleges Chancellor's Office.

The California Community Colleges Chancellor's Office (CCCCO)

The CCCCCO was founded in 1967, seven years after the Master Plan for Higher Education was enacted, to ensure that every student who is willing and able to benefit from higher education would have the opportunity. The mission of the California Community Colleges Board of Governors and the state CCCCCO is to empower the community colleges through leadership, advocacy and support. With 112 colleges and a student body of 2.9 million students, the California Community College (CCC) system is the largest education system in the nation. The CCCCCO is responsible for administering a wide range of federal and state education, training, and student service programs, as well as providing oversight and policy direction to all 112 CCCs.

CCC Online Education Initiative (OEI)

The mission of the California Community Colleges Online Education Initiative (OEI) is to dramatically increase the number of California Community Colleges (CCC) students who obtain college associate degrees and transfer to four-year colleges each year by providing online courses and services within a statewide CCC Online Education Ecosystem (OEE). The OEE is a comprehensive set of technologies and support services that provide students with an unparalleled online learning experience and promote successful online learning practice. Establishment of a common course management system (CCMS), online course exchange, student services portal, online student readiness component, and online tutoring services are significant components of the OEE.

Special attention will be given to ensuring retention and success through basic skills support and other support services, especially for underserved and underrepresented cohort groups.

The OEI is an initiative of the CCC Chancellor's Office, funded by the California legislature in 2013 in support of Governor Jerry Brown's Online Education Initiative proposal. The OEI is one of three major initiatives—including the Education Planning Initiative and the Common Assessment Initiative—that are expected to integrate, improve, and evolve existing technology services on behalf of California's community college students.

The Online Education Initiative will fulfill these goals:

- Increase the number of college associate degree graduates and transfers to four-year colleges
- Improve retention and success of students enrolled in OEI courses
- Increase California Community Colleges education for the underserved and underrepresented including individuals with disabilities and those with basic skills needs
- Increase ease of use and convenience of the online experience
- Increase demand for online course delivery

Please review the [Online Education Initiative grant](#) for comprehensive details about OEI's strategic approach to achieving these goals.

Foothill-De Anza Community Colleges

Located in the heart of Silicon Valley, Foothill-De Anza serves the communities of Cupertino, Los Altos, Los Altos Hills, Mountain View, Palo Alto, Stanford, Sunnyvale, and portions of San Jose.

For more than 50 years, Foothill-De Anza has demonstrated excellence and innovation in academic programs and student services. As one of the largest community college districts in the United States, Foothill-De Anza provides credit classes for about 64,000 students a year. The colleges are active members of the League for Innovation in the Community College, a national consortium of leading two-year institutions.

The mission of the Foothill – De Anza Community College District is student success. This is accomplished by providing access to a dynamic learning environment that fosters excellence, opportunity and innovation in meeting the diverse educational and career goals of its students and communities. Foothill College is the fiscal agent for the OEI grant.

ABOUT THE PROJECT

Building on the existing California Virtual Campus, a launch team was assembled on December 1, 2013 to begin work building a robust, one-stop statewide online education portal where California community college students can apply, register, and take online courses from participating colleges throughout the state. Providing services to support student success is a key component of the OEI.

An Online Education Initiative (OEI) Steering Committee representing all community college constituency groups is providing guidance for the initiative, with the faculty playing a key leadership role. Twenty-four California Community Colleges have been selected to participate in one of three groups that constitute the initial OEI Pilot phases. Online courses will be offered as part of the initial OEI Pilot, with the earliest courses commencing January 12, 2015.

The contract to be awarded as a result of this RFP will be for an initial period of 18 months with the potential for renewal on an annual basis thereafter. The OEI expects to offer online tutoring services beginning on or about January 12, 2015. Set-up, deployment of systems, initial training, and testing should be completed by the start of the Spring 2015 pilot phase. Initial set-up and deployment of the platform, for the Spring 2015 pilot phase, will require the vendor to provide marketing materials, training, and an easy to navigate pathway for students to access online tutoring on up to a 24/7 basis from within each pilot college's local course management system

prior to the start of courses. Eight colleges will participate in the Spring 2015 pilot, with up to 24 online course sections requiring online tutoring support. The course management systems used in the Spring 2015 pilot will be provided to the vendor upon award. As the number of colleges participating in the OEI Consortium grows, so will the demand for online tutoring. The Summer 2015 pilot phase will include support for an expanded number of course sections, additional colleges (up to 24), and support for a combination of local course management systems, including up to 8 colleges using the new OEI Common Course Management System (CCMS). By Summer or Fall 2015, additional class sections will be added, and additional colleges may transition into the CCMS. (See OEI Pilot Phases, below). The OEI projects up to 144 course sections that may require online tutoring services by the Fall 2015 phase, depending on the outcome of the CCMS implementation. Prior to inclusion into the OEI pilots, additional CCCs may want to offer online tutoring to their students through a “Buy-In Option” for non-OEI courses. Additionally, pilot colleges may want to expand online tutoring to courses that are not part of the OEI through a Buy-In Option. The Buy-In Option will likely result in additional class sections beyond the potential 144 OEI sections estimated for Fall 2015. This option is defined later in Section III of this document.

OEI Pilot Phases

Spring 2015 (beginning January 2015): In this initial phase of the OEI pilot, sixteen colleges will participate in two staging groups. Eight colleges will pilot an online student readiness solution (“Readiness Staging Group”) and an additional eight colleges will pilot online tutoring services (“Online Tutoring Staging Group”). These limited pilots will use locally provided courses hosted in each college’s own course management system. *Colleges participating in the Online Tutoring Staging Group will require full-service online tutoring support on up to a 24/7 basis throughout the Spring 2015 pilot.* Courses offered will consist of various local class sections of the 19 C-ID Approved Associate Degree for Transfer courses identified on the OEI website. Each college will offer up to three class sections, for a maximum total of 24 classes in each of the staging groups. Online tutoring will be required for up to 24 class sections in the Online Tutoring Staging Group only during this phase.

Summer 2015 (beginning late May / early June 2015): Depending on the CCMS implementation timeline, up to eight additional colleges (“Full Launch / CCMS Group”) may pilot a combination of a new common course management system (CCMS), the online student readiness solution, and online tutoring services. This phase offers the opportunity to integrate the various technical and service components during the summer term, which provides for a “soft launch” with lower student demand. It is anticipated that the Online Tutoring Staging Group and Readiness Staging Group will offer OEI courses during the Summer 2015 phase of the pilot, as well. Online tutoring services will be expanded across all three groups (24 colleges) during Summer 2015. Courses offered in any of the groups will consist of various local class sections of the 19 C-ID Approved Associate Degree for Transfer courses identified on the OEI website. Each college may offer up to three (3) class sections, for a maximum total of 72 classes in Summer 2015. *Full-service online tutoring support will be required on up to a 24/7 basis throughout the Summer 2015 pilot.*

Fall 2015 (beginning August 2015): This phase will be adjusted depending on the evaluation and outcomes of the Spring 2015 and Summer 2015 pilots. It is anticipated that eight colleges from the Full Launch / CCMS Group will continue ramping up course offerings during Fall 2015. Additionally, the number of class sections offered by each participating college during this phase is projected to expand significantly, depending on the implementation of the CCMS and the capacity of each pilot college, with a projected maximum of 144 OEI class sections requiring

online tutoring. Colleges that have not yet transitioned into the Full Launch / CCMS group at this time will be asked to offer additional class sections from the list of 19 C-ID Approved Associate Degree for Transfer courses.

It is anticipated that by Fall 2015, the OEI and vendor partner will be positioned to implement a Blended Model for online tutoring in which individual pilot colleges could pair pilot college (local) tutors with the vendor's online tutoring platform (technology) to provide online tutoring in certain subjects or during certain hours, with online tutoring services provided by the vendor partner as a supplement.

Additionally, no later than Fall 2015, a "Buy-In Option" should be made available to all California Community Colleges through this contract, allowing individual colleges to directly purchase from the vendor online tutoring for non-OEI courses. During the Fall 2015 pilot phase, the vendor should expect to offer a Full Service Model and Blended Model to OEI pilot colleges. The vendor should also anticipate providing online tutoring support for courses outside the list of 19 C-ID Approved Associate Degree for Transfer Courses for those colleges that utilize the Buy-In Option.

SECTION II: PROGRAM BACKGROUND OVERVIEW

BACKGROUND

The Work Plan calls for making online tutoring available for all courses offered through the OEI. Tutoring should address the basic skills and learning strategies needed to help students succeed in these courses. The first courses identified for delivery through the OEI (*19 C-ID Associate Degree for Transfer Courses*) are:

- Introduction to Criminal Justice
- Introduction to Cultural Anthropology
- Child Growth and Development
- Intercultural Communication
- Principles of Macroeconomics
- Principles of Microeconomics
- College Composition
- Introduction to Human Geography
- Physical Geology
- United States History to 1877
- United States History from 1865
- Introduction to Statistics
- Introduction to Philosophy
- Introduction to American Government and Politics
- Introductory Psychology
- Introduction to Research Methods in Psychology
- Introduction to Research Methods in Psychology (with lab)
- Introduction to Sociology
- Introduction to Research Methods (Sociology)

A state-wide cross-listing system, called the Course Identification Numbering System (C-ID.net), has been established to facilitate transfer and articulation processes in the state's higher education institutions. Descriptions for each of the above referenced courses can be found on the [C-ID website](#). The initial focus for the Work Plan will be on courses that possess a common course identifier, with the ultimate goal of providing tutoring for any course. Responders are encouraged to review the courses listed on the [C-ID website](#), as these represent the potential pool of courses to be supported. This list is subject to change incrementally over time.

SUCCESS METRICS

It is expected that students and faculty will indicate a growing level of satisfaction with the online tutoring services as it becomes increasingly utilized. Additionally, it is anticipated that students utilizing tutoring services will have higher course success rates (defined as earning a grade of C or higher) than students in the same online course who did not utilize the service.

Students who utilized the online tutoring services for OEI classes will be surveyed to determine several factors, including but not limited to:

- Ease of use
- Accessibility and availability when needed
- Competency of tutors
- Impact of tutoring on their course grade
- What they liked most, found most helpful
- What they liked least, found least helpful
- Recommendations for improvement
- Recommendations to other students

The OEI expects the vendor to assess whether utilization of online tutoring services has a positive impact on course success rates (as measured by earning a grade of C or higher). To determine the overall effectiveness of the online tutoring solutions, the OEI has contracted with the CCC Research and Planning Group (RP Group) to develop and assist with conducting an Online Tutoring Evaluation Plan. The vendor must be willing to partner with the OEI and RP Group, specifically to provide access to timely data that informs the evaluation process. In order to provide useful data, the vendor will agree to implement surveys or other data gathering tools as required by the Online Tutoring Evaluation Plan. Examples may include end of semester/quarter satisfaction surveys, individual tutoring session satisfaction surveys, and student/college usage or other data reports.

OVERVIEW OF SERVICE NEEDS IN CCC

The OEI is looking for a tutoring vendor partner that will provide online tutoring services throughout the initial pilot phase and beyond. The OEI seeks to partner with a forward-looking, innovative vendor that can help us shape the future of online tutoring in California Community Colleges.

Initially, our partner should be able to provide up to 24/7 full-service tutoring support for the 19 courses identified for up to 24 pilot colleges. The online tutoring partner should have the capacity to implement a blended tutoring model no later than Fall 2015. This model will allow colleges to use local tutors with the online tutoring platform in certain subjects and/or during specified hours. The local tutors would supplement vendor provided tutors. The initial contract term would include time for scaling up from the Spring 2015 pilots (approximately 24 class sections) through expansion of the number of colleges and courses with services offered to the Readiness Staging Group and Full Launch / CCMS Group in Summer 2015 (up to 72 class sections), and further growth projected for Fall 2015 and Spring 2016, with the potential for additional annual renewals as the project matures.

Projected growth in OEI class sections requiring tutoring:

Pilot Phase	No. of Colleges	No. of OEI Classes	CMS Used	Service Levels
Spring 2015	8 colleges	24 OEI class sections	Local CMSs	Full Service Model
Summer 2015	24 colleges	72 OEI class sections	Local CMSs and CCMS	Full Service Model
Fall 2015	24 colleges	144 OEI class sections	Local CMSs (*fewer) and CCMS (*more)	Full Service Model Blended Model Buy-In Option
Spring 2016	Additional colleges, based on outcomes of pilots	Additional OEI class sections, based on outcomes of pilots	Local CMSs and CCMS	

* Actual shift in local CMS versus CCMS depends on transition issues. Increased use of the Buy-In Option for non-OEI classes may result in additional local CMSs needing support.

The vendor partner should exhibit a culture that embraces innovation, with the vision and capacity to offer flexible online tutoring solutions. This includes a willingness to explore continued development and improvement of partnership solutions such as:

- A “Full Service” Model where all tutoring services will be provided by the vendor;
- A "Blended Model" for combining the services of vendor-provided and local tutors.
- Providing online tutoring services for diverse student populations, including integrating appropriate accessibility solutions for students with physical impairments or learning disabilities;
- Providing support for supplemental instruction, as later determined by the OEI;
- Other innovative solutions that enhance online tutoring support for CCC students, such as a California Tutoring Consortium Model.
- Providing preferred terms and pricing structure to CCCs seeking tutoring services for non-OEI classes through a Buy-In Option.

SECTION III: SERVICE DELIVERY POLICY FRAMEWORK

The OEI Work Plan calls for online tutoring services to be made available for all OEI online courses to support the goals of improving online student success and retention. Additionally, CCC's have indicated an interest in supplementing current onsite tutoring with online options.

For the OEI pilots, a Full Service Model of online tutoring (up to 24/7) must be offered for sections of the 19 courses identified for the pilot phases and offered as part of the OEI. The list of 19 AA-T / AS-T / C-ID courses is available from the OEI Website, under the [Academic Affairs link](#). These courses are lower division, transfer-level courses that are part of an Associate Degree for Transfer (ADT) pattern.

Online tutoring services must be made available to meet student demand, with special consideration for individuals with disabilities, the underserved, and the underrepresented including, but not limited to veterans and English language learners.

The initial contract term will focus on providing up to 24/7 online tutoring services ("Full Service Model") during the Spring 2015 and Summer 2015 pilot phases. No later than Fall 2015, the vendor will continue to offer the Full Service Model and will partner with the OEI to implement a blended approach that allows local CCC online tutors to provide online tutoring services along with vendor tutors, using a common tutoring platform ("Blended Model"). As the pilot expands beyond Fall 2015, the number of participating colleges and OEI courses offered are expected to increase. The vendor's ability to scale up services and provide innovative, flexible partnership solutions, including those that effectively leverage the pool of existing qualified and experienced CCC tutors, will be critical to the success of the vendor-OEI relationship.

DESCRIPTION OF SERVICE MODELS

Full Service Model: For colleges that want to purchase all tutoring services. The vendor will provide the online platform, administration, marketing support, technical support, tutor training, and hiring of tutors. The vendor will be expected to assist local colleges with integration of online tutoring into their student support services.

Blended Model: For colleges that want to use local tutors for some portion of service delivery, which may include specific subjects and/or service hours, as determined by the local college. The vendor provides the online platform, administration, marketing support, technical support, training of vendor-provided tutors, platform training for locally provided tutors, and hiring of vendor-provided tutors. The vendor will be expected to assist local colleges with integration of online tutoring into their student support services.

Buy-In Option: California Community Colleges, while required to offer learning support services for online students, have been limited in their ability to widely implement online tutoring services. Some colleges have developed local practices for online tutoring, while others have struggled to secure the technology or financial capacity to do so. In order to meet the demand for online tutoring in our system, a "Buy-In Option" shall be made available for all California Community Colleges interested in directly purchasing online tutoring services at preferred rates. Interested colleges should have access to the Buy-In Option no later than Fall 2015 to purchase online tutoring services under the Full Service Model or Blended Model. Tutoring for colleges using the Buy-In

Option may include basic skills (below college-level), career-technical education, and college-level transfer courses.

ANTICIPATED IMPLEMENTATION TIMELINE

1. Spring 2015 (January 2015)

- a) Provide Full Service Model (up to 24/7) tutoring to eight colleges in the Tutoring Pilot Staging Group
- b) Courses are offered in each college's own local course management systems (CMS)
- c) Three courses per college, from the list of 19 C-ID Approved Associate Degree for Transfer Courses on the OEI website
- d) Up to 24 classes requiring online tutoring

2. Summer 2015 (late May / early June 2015)

- a) Provide Full Service Model (up to 24/7) tutoring to up to 24 colleges across all three pilot groups (Readiness and Tutoring Staging Groups, Full Launch/CCMS Groups)
- b) Three courses per college, from the list of 19 C-ID Approved Associate Degree for Transfer Courses on the OEI website (potential for up to 72 class sections requiring online tutoring)
- c) Integration (technical) with the CCMS should be operable; continue to support local college course management systems (CMS) for those colleges not participating in the CCMS
- d) Buy-In Option to be provided to all colleges no later than Fall 2015

3. Fall 2015 (August 2015)

- a) Provide Full Service Model (up to 24/7) tutoring to approximately eight colleges in the Full Launch / CCMS Group (courses to reside in the CCMS)
- b) Provide Full Service Model (up to 24/7) tutoring to colleges in Readiness and Tutoring Staging Groups (potential mix of local CMS and CCMS hosting)
- c) Planned expansion of courses across all groups (increased class sections, up to 144 requiring online tutoring);
- d) Courses offered will be from the list of 19 C-ID Approved Associate Degree for Transfer Courses on the OEI website
- e) Implement Blended Model for select OEI courses/colleges (pilot of Blended Model)
- f) Buy-In Option becomes available to all CCCs
 - Includes Full Service Model and/or Blended Model (choice of contracting CCC)
 - May include courses outside of the 19 C-ID Approved Associate Degree for Transfer Courses, including basic skills, career/technical education, and college-level transfer courses
 - Classes may be hosted inside the CCMS or on local CMS systems at the colleges

4. Spring 2016 (January 2016)

- a) Continued expansion of classes and/or colleges, vendor continues to provide Full Service Model and Blended Model to all participating OEI colleges
- b) Continue supporting local colleges using Buy-In Option on local CMS systems and potentially within the CCMS

SECTION IV – SCOPE OF WORK AND DELIVERABLES

In order to achieve the objectives outlined above, the OEI has established the following specifications with regard to the delivery of online tutoring services.

- 1.0 **Full Service Model:** The vendor shall provide essay review services, synchronous, and asynchronous tutoring for courses offered in the OEI pilot. These services must allow students to:
- a) Access synchronous tutoring on up to a 24/7 basis year round (courses in the pilot are offered on semester and quarter systems).
 - b) Schedule a future online synchronous tutoring session.
 - c) Submit one or multiple questions and expect a response and guidance, with a relatively short turnaround time for asynchronous tutoring.
 - d) Upload a paper and expect feedback with a relatively short turnaround time (see Essay Review Services in 8.0).
 - e) Request a specific tutor.
 - f) Use only their allocated number of online tutoring hours. A method must exist to limit service usage according to client requirements. For example, each student may use only x hours of service or be allowed x number of essay submissions.
 - g) Utilize an effective queue system for high traffic times and/or busy tutors.
 - h) Easily access collaboration tools including chat, live audio via phone or VOIP, whiteboard, discipline-specific notation tools to include (but not limited to) Mathematics and Economics, image sharing, document sharing and other virtual collaboration methods.
 - i) Schedule small groups of students in the same course to drop-in or make an appointment to work with a tutor collaboratively.
 - j) Engage in small group activity with other students in the same course for study sessions using the platform only.
- 2.0 **Blended Model:** The vendor shall provide a mechanism for colleges employing their own tutors to utilize the tutoring platform and associated tools during college-specified hours or for specific subjects, at the discretion of the local college, including scheduling of local tutors and archiving of tutoring sessions.
- 3.0 **Buy-In Option:** The vendor shall provide those services specified in 1.0 or 2.0 (above) at a contracted rate for colleges wanting to choose the Buy-In Option for classes that are not part of the OEI pilot. Colleges may select the Full Service and/or Blended Model.
- 4.0 **Archival Functions:** The vendor shall provide archive functionality for students and colleges:
- a. Students shall be provided online, on-demand access to archives of their synchronous tutoring sessions.
 - b. In the event of a dispute, the vendor shall also provide a local college with access to its student archives.
 - c. Students shall be provided online, on-demand access to their asynchronous tutoring records.
 - d. In the event of a dispute, the vendor shall also provide a local college with access to asynchronous tutoring records.

- 5.0 Reports: The vendor shall provide each college online, on-demand access to:
- a. Usage reports, including but not limited to service and platform utilization, time of day
 - b. Student reports, including but not limited to utilization by student and by subject
 - c. Student satisfaction reports based on session surveys
- 6.0 Tutor Evaluation and Complaints: The vendor shall enable students to have easy access to tutor evaluation and complaint forms and processes. Such forms shall be routinely reviewed and data shared with the OEI staff and colleges as requested. College administrators shall have access to complaint processes, including related forms and information.
- 7.0 Training and Marketing Support: The vendor shall provide initial and on-going training and marketing support for faculty, students, tutoring center staff, and administrators. Training and marketing support entails training faculty, staff, and students on how to access and use the online tutoring service; for example, how to submit coursework and questions and use promotional materials. Training to end users shall be provided and recorded at least twice a year online.
- 8.0 Effective Tutoring Practices: The vendor must be willing to train tutors through methods that align with ACTLA effective practices and/or CRLA guidelines, including the following standards:
- a. Synchronous tutors must be proficient with communication skills, including listening and questioning for understanding.
 - b. Under no circumstances should tutors simply give the student the answer to the question presented or merely edit the student's paper.
 - c. If the assignment is a quiz or exam, the tutor shall advise the student to complete the work on his/her own.
 - d. Tutoring should address the basic skills, learning strategies and metacognitive skills needed to help students succeed in their courses.
 - e. For essay review services, students will do all writing of essays or papers. Tutors will not simply proofread or correct papers, or write portions of a student's essay. Specific services to be provided as part of essay review include, but are not limited to:
 1. Assistance with thesis clarification.
 2. Referral to outside sources such as organization tools such as graphic organizers.
 3. Referral to grammar and usage practice pages online, MLA and APA resources.
 4. Referral to online librarian services.
 5. Suggestions for techniques for proofreading, such as identifying obvious cut and paste or other errors.
- 9.0 Technical Capabilities: The vendor shall have the following technical capabilities no later than March 2015, unless otherwise specified:
- a. By January 5, 2015, accept redirection (e.g. linking) for students accessing the application from 3rd party Websites / portals / CMS systems including:
 1. Moodle
 2. Blackboard
 3. Canvas

4. Desire2Learn
 5. Etudes
 6. Moodle Rooms
- b. Integrate with the CCC Technology Center authentication protocols via shibboleth and the eduPerson attribute schema to enable single sign on for student access through the EPI student portal, with CMS / LMS systems used in California Community Colleges, including:
 1. Moodle
 2. Blackboard
 3. Canvas
 4. Desire2Learn
 5. Etudes
 6. Moodle Rooms
 7. Or other course management system that may be selected by OEI
 - c. Integrate with uPortal. The platform must display or be accessible through a JSR-286 / JSR-168 portlet.
 - d. Record, store, and retrieve data on individual student usage of services, as indicated in Item 5.0.
 - e. Provide students with current information on their usage and notify them when they are close to exceeding limits.
 - f. Meet all applicable ADA compliance regulations, as outlined in Item 11.0.
 - g. Maintain confidentiality of students' personal information including information protected by FERPA and applicable California regulations.
 - h. Provide 24/7 availability of services.
 - i. Support student access to services using mobile devices and multiple mobile platforms.

10.0 Licensing: The vendor shall provide licensing, which includes:

- a. SaaS (Software as a Service) application hosted by vendor
- b. 24/7 end-user technical support, with 1 hour maximum call back time for issues affecting system operation
- c. All product upgrades and enhancements during license period
- d. Unlimited archive storage on host servers for student sessions
- e. Access to all associated online resources, training materials and user guides

11.0 ADA / Accessibility: With respect to ADA compliance, the vendor shall have the following capabilities.

- a. Conform to section 508 of the Rehabilitation Act (<http://www.section508.gov/section-508-standards-guide>) and WCAG Level AA (<http://www.w3.org/TR/WCAG20/>) specifications.
- b. Comply with all applicable FCC regulations regarding advanced communications services (<http://www.fcc.gov/encyclopedia/advanced-communications-services-acs>).
- c. Provide support for multi-modal advanced communications services to facilitate communications between individuals using digital text, audio, and video.
- d. Resolve immediately any accessibility issues that are discovered or encountered by end users, and communicate a concrete timeframe for resolving the issue(s).

SECTION V: REQUIREMENTS AND COMPONENTS FOR PROPOSAL PREPARATION

The Proposal shall describe the respondent's method, products, and services that will address the requested scope of work.

1.0 Specific Requirements

1.1 Contents of Proposal Package to be Submitted Electronically on Bids Portal:

- **Exhibit G: Proposal Signature Form** (Required: No Points)
 - This document shall serve as the cover sheet for the proposal and should be included in the proposal package electronically submitted on the Bids Portal.

- **Proposal, Response to RFP** (Required: Scored)
 - Provide an Executive Summary page, not to exceed one page.

 - Provide a Table of Contents that lists each section responded to in this RFP and its page number, including a list of attachments. Use the same numbering sequence and titles in this RFP.

 - All required components of the proposal must be present and follow the order indicated in Section V, Item 4.0. The Bidder's response to each item in this RFP must be identified in their proposal by the same numbers and letters to which the response applies. All proposals must be uploaded and submitted electronically on the Foundation's Bids Portal. The Foundation will not accept any proposals or bid modifications submitted by facsimile or electronic mail transmission.

- **Exhibit D: Bid Security - Bid Bond** (Required: No Points)
 - Each RFP shall be accompanied by a certified or cashier's check payable to the Foundation, or a satisfactory bid bond, in the form and content accompanying this RFP (see Exhibit D), in favor of the Foundation executed by the bidder as principal and a California admitted surety company in an amount not less than five thousand dollars (\$5,000.00). The check or bid bond shall be given as a guaranty that the bidder shall execute the contract if it is awarded, in conformity with the contract documents. Upon the award of the RFP, the security of an unsuccessful bidder will be returned no later than 30 days from the time of the award.

 - In the event that the bidder's bid security is in the form of a certified or cashier's check, the envelope containing the Cashier's Check shall have the respondent's company/organization name and address along with the RFP number on the outside of the envelope. The respondent is solely responsible for ensuring that the Cashier's Check is received by the submission deadline and at the address specified below. Postmarks will not be honored. Checks may be hand delivered or sent by U.S. Mail or common carrier to the following address only:

The Foundation for California Community Colleges
Attn: CollegeBuys Director
1102 Q Street, Suite 3500
Sacramento, CA 95811

The FCCC will not provide a receipt of delivery. If you would like documentation of receipt, send the check certified/registered U.S. mail or utilize an overnight service that provides tracking. If hand delivering the check, request that the receptionist receiving the check in the FCCC's office sign and date stamp the sealed envelope containing the Cashier's Check. Checks which are submitted after the deadline shall be rejected and returned unopened.

- In the event that the bidder's bid security is in the form of a Bid Bond, the bidder's bid shall be deemed responsive only if said Bid Bond is in the form and content set forth herein and the Surety is on the list of sureties approved by the United States Department of Treasury, as set forth in the then current Federal Register and/or an Admitted Surety Insurer as that term is defined in California Code of Civil Procedure, Section 995.120. In the event that the RFP security shall be forfeited; the bidder shall remain liable to the Foundation for costs incurred by the Foundation in procuring the work, which exceeds the bid amount of such bidder, less the amount of the forfeited bid security. This completed Bid Bond (Exhibit D) shall be submitted electronically on the Bids Portal as part of the proposal package.
- **Exhibit H: Non-Collusion Affidavit** (Required: No Points)
 - Complete and include this form in the proposal package electronically submitted on the Bids Portal.

1.2 Submission Requirements:

- **Proposal Text and Format** - Type font size shall be 12 point Calibri. This requirement will not apply to charts, graphs, tables or footnotes. Margins shall be at least one inch at top, bottom, left and right. Pages shall be numbered consecutively from beginning to end. Use the subheading titles in Section V, Item 4.0 to specify each section of the proposal. Section and item numbering and lettering shall conform to the RFP so that responses can easily be matched to questions. The entire proposal response shall not exceed forty (40) pages in length, exclusive of attachments.

2.0 General Guidelines

- A. The Proposal should be specific regarding the methods and personnel to be used.

- B. The OEI seeks a vendor who demonstrates the ability to apply innovative, creative, relevant and cost-effective methods and approaches to the Scope of Work outlined in this RFP.
- C. The Proposal must clearly and fully demonstrate an understanding of the subject, the best methods for delivery of services, and the technical problems inherent in the process.
- D. The Proposal must clearly convey the intent and understanding necessary to accomplish project requirements.
- E. Simply stating that the bidder understands or paraphrasing this RFP will be considered inadequate.
- F. Phrases such as “well-known techniques will be used” are unacceptable.
- G. The OEI recognizes that all technical factors cannot be detailed in advance. However, the Proposal must detail sufficiently how the bidder would accomplish project requirements, including a full explanation of techniques, procedures, and staffing.

3.0 **Proposal Scoring**

The maximum score possible is 100 points. The minimum passing standard for the proposal will be 80 percent (80 out of 100 points). This score will be determined by a Selection Review Committee. The maximum possible points are as follows:

Proposal (total 100 points)	
Performance History / References / Satisfaction, 5%	5 points
Subjects and Features, 20%	20 points
Evaluation / Data Reporting, 10%	10 points
Fees, 15%	15 points
Tutor Training, 10%	10 points
Technical Capabilities and Support, 15%	15 points
Customer and Service Support, 10%	10 points
Additional Services and Capabilities, 5%	5 points
Administrative Procedures, 10%	10 points

4.0 **Proposal – the bidder is to provide written responses to the following:**

4.1 **Performance History / References / Satisfaction**

Maximum Score: 5 points for A - I below.

- A. Provide recent outcomes of tutoring services provided, preferably a comparable large-scale online tutoring project: a) subjects tutored; b) student satisfaction; c) faculty and college satisfaction; d) other.

- B. Provide a description of the process for delivering reports on actual wait times and turn-around times.
- C. Provide what the expected wait times will be for on-demand tutoring and the turn-around times for essay reviews.
- D. Describe the recourse and penalty for failing to meet service levels as self-reported and identified in the RFP.
- E. Provide a description of the process for handling tutor evaluations and complaints from students.
- F. Provide evidence of three years' experience with other colleges/consortia in the delivery of online tutoring services, including Community College Districts and/or systems.
- G. Provide at least two references from clients of similar size, structure, and complexity in the following format: (1) Contact person; (2) Contact Title; (3) Institution; (4) Mailing address; (5) Telephone number; and (6) Email address.
- H. Additionally name at least two other higher education institutions that have been clients in the following format: (1) Contact person; (2) Contact Title; (3) Institution; (4) Mailing address; (5) Telephone number; and (6) Email address.
- I. Describe the vendor's vision for meeting the mission of California Community Colleges, particularly as related to online education and the OEI.

4.2 **Subjects and Features**

Maximum Score: 20 points for A - E below.

- A. Describe how the vendor will provide essay review services as specified, on up to a 24/7 basis.
- B. Describe how the vendor will provide synchronous tutoring services.
- C. Describe how the vendor will provide asynchronous tutoring in courses offered in the consortium pilot and beyond.
- D. Describe how the vendor will allow students to:
 - D.1 Access synchronous tutoring on up to a 24/7 basis year round (courses in the pilot are offered on semester and quarter systems).
 - D.2 Schedule a future online synchronous tutoring session.

- D.3 Submit one or multiple questions and expect a response and guidance, with a relatively short turnaround time for asynchronous tutoring.
 - D.4 Upload a paper and expect feedback with a relatively short turnaround time.
 - D.5 Request a specific tutor.
 - D.6 Use only their allocated number of online tutoring hours. A method must exist to limit service usage according to client requirements. For example, each student may use only x hours of service or be allowed x number of essay submissions.
 - D.7 Utilize an effective queue system for high traffic times and/or busy tutors.
 - D.8 Easily access collaboration tools including chat, live audio via phone or VOIP, whiteboard, discipline-specific notation tools to include, but not limited to Mathematics and Economics, image sharing, document sharing and other virtual collaboration methods.
 - D.9 Schedule small groups of students in the same course to drop-in or make an appointment to work with a tutor collaboratively.
 - D.10 Engage in small group activity with other students in the same course for study sessions using the platform only.
 - D.11 Gain on-demand access to archives of their synchronous tutoring sessions.
 - D.12 Gain on-demand access to archives of asynchronous interactions.
 - D.13 Access tutor evaluation and complaint forms.
 - D.14 Access technical support for the tutoring platform.
- E. Describe how the vendor will provide unlimited storage on the host server for archives.

4.3 **Evaluation / Data Reporting**

Maximum Score: 10 points for A - C below.

- A. List and describe all reporting capabilities for usage reports and student reports, including but not limited to:
- reports of tutoring utilization
 - reports of platform utilization
 - reports by student user
 - reports by course
 - reports by college

- B. List and describe all capabilities to provide reports on academic success and course completion related to tutoring services as well as faculty and student satisfaction, and student motivation to use online tutoring.
- C. Provide a response to the following scenario: As the Online Education Initiative enters its third year, having expanded significantly the number of involved colleges, students, and courses, online tutoring usage patterns reveal significant disparities across subjects and colleges. Explain the approaches you would employ and/or recommend in order to improve usage where the service is being underutilized.

4.4 **Fees**

Maximum Score: 15 points for A - G below.

- A. Describe the pricing model (e.g. usage, number of users, etc.). Describe the features and services included in the base fees. Specifically, provide pricing, as specified, for the models outlined below:
 - 1. Provide pricing information on a per course basis, with a defined number of tutoring hours allocated per student, assuming an estimated average course maximum of 40 students.
 - 2. Provide a pricing option that allows for roll-over, into subsequent billing periods, tutoring hours allocated but not used.
 - 3. Include pricing for 24/7 online tutoring support in all of the 19 C-ID Associate Degree for Transfer Courses identified for the OEI pilot phases.
 - 4. Include an alternate pricing plan for online tutoring support based on incremental hours and subjects, with up to 24/7 availability for high tutoring-demand courses from the 19 C-ID Associate Degree for Transfer Courses identified for the OEI pilot phases.
 - 5. Pricing information should incorporate both the Full Service Model and Blended Model, as specified below (note that the pricing structure should be the same for tutoring in OEI courses and for colleges using the Buy-In Option).

Full Service Model: For colleges that want to purchase all tutoring services. The vendor will provide the online platform, administration, marketing support, technical support, tutor training, and hiring of tutors. The vendor will be expected to assist local colleges with integration of online tutoring into their student support services.

Blended Model: For colleges that want to use local tutors for some portion of service delivery, which may include specific subjects and/or service hours, as determined by the local college. The vendor provides the online platform, administration, marketing

support, technical support, training of vendor-provided tutors, platform training for locally provided tutors, and hiring of vendor-provided tutors. The vendor will be expected to assist local colleges with integration of online tutoring into their student support services.

- B. Describe costs the customer can control.
- C. Describe the contract lengths including any options and typical recurring costs.
- D. Describe the billing approach including the desired billing arrangements.
- E. Indicate if pricing would differ if OEI only purchased certain components of the system.
- F. Describe any non-recurring and/or setup charges necessary to utilize services.
- G. Provide a table that outlines the standard fees, and the corresponding discounted fees in consideration of this RFP.

4.5 **Tutor Training**

Maximum Score: 10 points for A - F below.

- A. Provide evidence and documentation of the quality of training as well as the frequency of training. In particular, demonstrate how tutor training aligns with CRLA or ATP guidelines.
- B. Provide the percentage of tutors with doctorates, masters, bachelors, and associate degrees specific to the subject area in which they are tutoring.
- C. Describe how tutors are trained to:
 - 1. Guide the student to the discovery and ultimate understanding of the solution to the question.
 - 2. Guide the student in the development of formal writing appropriate for academic assignments.
 - 3. Guide the student in learning to recognize and correct grammar and editing errors.
 - 4. Ask the student the type of assignment being attempted.
- D. Describe how local tutors, faculty, staff, and administrators will be trained to use the tutoring platform and system. Include a description of marketing support that will be provided to encourage online students to access online tutoring services.
- E. Please describe a tutor's typical approach to the following situation: A student engages in an online tutoring session for Sociology with the primary concern that they are having a hard time understanding the textbook used in the course. The student also expresses some nervousness about the upcoming exam in three days and that they feel inadequately prepared.

- F. Describe potential opportunities to identify and recruit from a pool of qualified CCC local college tutors to build capacity of vendor-provided tutoring as the OEI project moves beyond the initial pilot and tutoring is provided across a wider range of courses.

4.6 **Technical Capabilities and Support**

Maximum Score: 15 points for A - U below.

- A. Describe how data pertaining to individual student usage of services is recorded, stored, and retrieved.
- B. Indicate how confidentiality of students' personal information including information protected by FERPA and applicable California regulations will be maintained, with regard to:
 - 1. External soft threats (hacking, etc.)
 - 2. Physical security
 - 3. Internal soft threats (vendor personnel access to systems)
 - 4. Authorization of 3rd Party access to / use of data
- C. Describe your protocols to handle system breaches (internal or external) including procedures on notification of affected clients.
- D. Describe how system updates, patches, and upgrades are handled and scheduled.
- E. Indicate the typical length of downtime required for updates, patches, upgrades, and other scheduled maintenance activities.
- F. Describe the type of security devices that are deployed, i.e. firewalls, IDP/IDS, WAF, etc.
- G. Indicate whether a dedicated Information Security Team (IST) monitors the servers and network, and whether this monitoring occurs on up to a 24/7 basis.
- H. State the frequency in which a security audit of the system is conducted, and cite the specific contact/organization that conducts these audits.
- I. Indicate whether the system's web applications have ever been independently reviewed for security problems such as SQL Inject, Cross Site Scripting, CSRF, and the other OWASP top 10.
- J. Cite any security certifications such as ISO 27001 or SSAE 16.
- K. Describe the system recovery process in the event of data corruption, destruction of infrastructure, etc.

- L. If you own your own data center where the proposed application and customer data are kept, identify the Tier Level rating of your data center. Are your data center buildings built to Essential Services standards?
- M. Describe how data is hosted and stored.
- N. Describe how support is provided in a high-availability environment (i.e. evidence of redundant systems, geographic diverse data sharing systems, etc.)
- O. Provide a scaling plan that addresses scalability of hosting an application service for thousands or hundreds of thousands of users.
 - 1. Provide metrics for the solution's response time as concurrent users scale.
 - 2. Indicate whether a tool such as NewRelic is used to monitor and measure application performance on a sustained basis. If so, share a recent snapshot of measurements for a typical weekday over 24 hours.
- P. Explain how the solution implements a responsive design approach; that is, describe how the solution responds to the user's behavior and environment based on screen size, platform, and orientation.
 - 1. Indicate whether the solution serves all devices on the same URL, with each URL serving the same HTML to all devices and using just CSS to change how the page is rendered on the device. If not, explain how a user would access the service from a smart phone and a tablet device.
- Q. Describe how system availability 24 hours a day, 7 days a week will be accomplished.
- R. Describe how student information is entered into the system, and cite any automation processes and APIs that are available to modify student information (new enrollment and withdrawals).
- S. If the product uses video technology, indicate the video technology and how low bandwidth issues are addressed.
- T. Indicate the capability of peering onto Internet2 or the CENIC CalREN network to help minimize latency to CCC campuses.
- U. Explain the approach to supporting users with limited available download bandwidth to the Internet such as those using 3G or current 4G speeds of 2 megabits/second.

4.7 **Customer and Service Support**
Maximum Score: 10 points for A - M below.

- A. Describe how students and colleges are provided with current information on student usage and their closeness to exceeding limits.
- B. Describe how training materials and user guides are provided to students and faculty.
- C. Indicate any Quality Assurance procedures in place (i.e. steps to provide timely accurate issue resolution).
- D. Indicate whether the product will support having Spanish speaking personnel available to students immediately.
- E. Describe how students with languages other than English and Spanish are supported.
- F. Describe how students with disabilities will be supported.
- G. Describe the typical service level measurements.
- H. State the service level agreement metrics that are guaranteed for student use satisfaction and help desk response time (e.g. 95% student satisfaction, answering a call within 30 seconds or less, first call resolution ratio).
- I. Outline and propose penalties to the vendor for missing service level agreements.
- J. Outline and propose an earn-back structure to regain penalties incurred to the vendor.
- K. Describe how content from a digital whiteboard will be communicated effectively to a non-sighted student.
- L. Describe any other customer support services not specifically referenced above.
- M. The California Community College System and the Online Education Initiative's vision for a comprehensive statewide online tutoring service includes a strong partnership with a vendor where innovative, large-scale solutions can be envisioned and implemented collaboratively. Please describe how you would innovatively and creatively address an opportunity, such as the following: A regional association of ten community colleges decides that they would like to work together to use their locally employed tutors as much as possible to support students throughout the region. They approach you to design a Buy-In Option solution which enables their tutors to provide the majority of tutoring service required, but they also want to be sure that students will have access to tutoring in subjects and at times which the local tutors may not be able to fully cover. What process would you use to develop a solution? What do you envision that solution might look like? How would you evaluate the efficacy of the solution after implementation?

4.8 **Additional Services and Capabilities**

Maximum Score: 5 points for A – C below.

- A. Describe the ability to scale up services and provide innovative, flexible partnership solutions that align with the long term vision of the OEI, including willingness to develop tutoring solutions that may emerge as the initiative progresses.
- B. Describe the ability to effectively leverage the pool of existing qualified and experienced CCC tutors.
- C. Describe your policy and protocols to curtail exchange of student personal information (including telephone and address) and personal contacts with student users outside of the tutoring sessions, including security protocols such as LiveScan or other safeguards used to protect students from predatory behavior.

4.9 **Administrative Procedures**

Maximum Score: 10 points for A – D below.

- A. Describe the administrative approach to allocation and management of centrally funded tutoring hours.
- B. Describe how the Full Service Option would be administered.
- C. Describe how the Blended Option would be administered.
- D. Describe how the Buy-In Option would be administered.

SECTION VI: PROPOSAL EVALUATION AND AWARD PROCESS

1.0 Each proposal will be reviewed in two phases:

Phase 1: Response Qualification

Vendor must complete and submit electronically on the Bids Portal all required documentation and materials stipulated in the proposals in order to be considered for Phase 2 of the evaluation process. Each proposal shall be initially reviewed to determine if it was submitted within the time frame specified in this RFP. Those proposals submitted on time will then be reviewed to ensure that they are consistent with the format and content requirements specified in this RFP. Proposals not meeting these minimum requirements will, at this point, be disqualified. Proposals must not contain any erasures, interlineations or other corrections unless the initials of the person signing the proposal and suitably authenticating each such correction are affixed in the margin immediately opposite the correction. Any proposal not conforming to the foregoing may be deemed to be non-responsive. In the event any proposal submitted, or portions thereof, shall be reasonably determined to be illegible, ambiguous or inconsistent, it may be rejected as non-responsive. Proposals meeting these requirements will then move to the Selection Review Committee.

Phase 2: Selection Review Committee

Proposals that advance from Phase 1 shall be submitted to the Selection Review Committee for evaluation, scoring, and final determination. Points will be assigned as shown in Section V, Item 4.0 of the RFP. A minimum overall score of 80 percent must be achieved. Proposals that contain false or misleading statements or which provide references that do not support an attribute or condition claimed by the respondent, may be rejected. If, in the opinion of the Foundation, such information was intended to mislead the Selection Review Committee in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of the RFP, it will be the basis for rejection of the proposal.

- 2.0 Upon the Committee's discretion, the proposal receiving the highest score over the minimum required (80%) will be considered for an award of contract.
- 3.0 Evidence which indicates that the respondent or their staff and/or consultants have in any way attempted to influence the confidential nature of the review, through contacts with OEI staff or members of the Selection Review Committee, will result in the automatic rejection of the proposal.
- 4.0 Any respondent may withdraw its proposal either by written or telegraphic request delivered to the Foundation office.
- 5.0 Prior to the opening and reading of proposals, the Foundation office expressly reserves the right to modify the RFP, or any portion(s) thereof by the issuance of written addenda disseminated via the Foundation's Bids Portal, which may be accessed through its bids website:
www.foundationccc.org/bids

SECTION VII: GENERAL TERMS & CONDITIONS OF THE RFP

1. **Agreement with the Foundation.** The successful Vendor will be required to enter into an agreement with the Foundation on behalf of the California Community Colleges or any public agency ("Participating Agencies") that desires to purchase under this agreement. The purpose of the agreement is to offer the California Community Colleges and other public agencies the opportunity to acquire Online Tutoring Services through a competitive solicitation process. The Foundation will incorporate into the agreement the entire RFP herein. Exhibit C: Foundation for California Community Colleges Sample Administrative Service Agreement represents a sample of the contractual terms and conditions, in addition to standard terms and conditions typical of Community College procurements that will be expected to be in the agreement awarded to the successful responder in this process. The Vendor must review the agreement carefully and present any questions in writing regarding contract language by the deadline date referenced in the Key Action Dates.
2. **Term of Agreement.** The Term of this Agreement will be for one and one-half (1.5) years, commencing on the date set forth in the Agreement and terminating one and one-half (1.5) years thereafter. The Foundation, in its sole discretion, shall have the option to extend the Term for three (3) additional one (1) year terms ("the Extended Terms") by written notice to the Vendor not less than one (1) month prior to and not more than three (3) months prior to expiration of the Term. If the Foundation exercises its option for the Extended Term, all terms and conditions set forth herein shall be applicable to the Extended Term, except as expressly modified by written modifications duly executed on behalf of the Foundation and the Vendor. In the event that any of, or a portion of, the extension options are not exercised and additional time is required by the Foundation to initiate a new RFP and subsequent Agreement, the Vendor agrees to continue to provide goods and/or services to the Participating Agencies on a month to month basis, for a period not to exceed six (6) months, at the prices, terms and conditions currently at the Agreement expiration date.
3. **Contract Administrative Fees and Reports.** The Vendor will provide to the Foundation a contract administrative fee of two percent (2%) of the total invoice amounts of all orders pursuant to this agreement. The Vendor shall provide quarterly reports of the total dollar expenditures by each Participating Agency to the Foundation. The report should follow a format similar to that illustrated in Exhibit B: Sample Vendor Quarterly Reporting Form to Foundation for California Community Colleges. This report should be submitted electronically on a quarterly basis for the previous quarter's transactions. The above referenced reports and fees are to be submitted to Jorge J.C. Sales, Director of Collaborative Services for the Foundation, at collegebuys@foundationccc.org. Failure to submit these reports and fees when due shall constitute grounds to terminate this agreement, but Vendor shall remain liable for any fees due prior to such notification.
4. **Errors and Omissions on Quarterly Reporting and Overpayment of Administrative Fee to the Foundation.** The successful Vendor is provided ninety (90) days or until the conclusion of the subsequent quarter (whichever comes first) from when a quarterly report was due or submitted, to correct error(s) and/or omission(s) on a quarterly report; and/or to recover an overpayment of the administrative fee from the Foundation. Once the ninety (90) days or the conclusion of the subsequent quarter (whichever comes first) has lapsed, the Foundation reserves the right to retain the amount of the overpaid administrative fee. The Foundation also reserves the right to recover any unpaid administrative fee(s) from the Vendor discovered during an audit conducted pursuant to the Foundation's Administrative Services Agreement (Exhibit C, Section 10), and/or the correction of error(s) and/or omission(s) on quarterly report(s).
5. **Brand Names.** Any reference to brand name and catalog numbers in the RFP is intended to be descriptive but not restrictive unless otherwise specified.
6. **Orders.** The Vendor must demonstrate the ability to accept Purchase Orders from a Participating Agency by phone, fax, procurement credit card, e-mail, and hard copy purchase order. There will be no minimum order charge assessed by the successful Vendor. The Vendor shall provide adequate toll-free telephone access for member order placement and customer service.
7. **Invoicing and Payment Terms.** Payments to the Vendor for specific procurements of Online Tutoring Services shall be as set forth in the purchase order or other similar instrument issued by a Participating Agency for a specific procurement of Online Tutoring Services.

8. **Taxes.** All prices listed and discounts offered are exclusive of all taxes. The Vendor has the sole responsibility to collect all taxes in connection with the sale, delivery, or use of any items, products, or services included herein from the Participating Agency at the taxable rate in effect at the time of invoicing. The Vendor shall comply with state sales tax requirements of each Participating Agency and include the appropriate sales tax figures with all project quotes.
9. **Price List.** The Vendor upon request shall promptly (within 15 days) furnish all college/districts with sufficient copies of up to date price lists.
10. **Client Relations.** The Vendor shall provide a contract administrator that will be assigned to the Foundation who will be able to act with full authority. Account representatives and account services assistants, with experience and product knowledge, shall be made available to work with the individual Participating Agencies. The contract administrator shall meet with the Foundation at least quarterly to discuss the Vendor's performance and contract.
11. **Colleges/District Sales Activities.** The Vendor is responsible for all sales activities, which may include:
- Understanding individual Participating Agency buying procedures and practices;
 - Providing Vendor-specific marketing materials as necessary;
 - Guiding and assisting the Participating Agency in the purchasing and use of the Vendor's products and or services.
12. **Piggyback Clause.** For the term of the agreement and any mutually agreed extensions pursuant to this RFP, other K-12 districts and community colleges or districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California, may be considered "piggybackee", and purchase any identical item(s) at the same price and upon the same terms and conditions pursuant to section 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code.
- The Foundation waives its right to require such other districts/colleges and/or any Participating Agencies to draw their warrants in favor of the Foundation as provided in said Code sections. Additionally, other public and private school districts, public and private colleges or universities, or any public corporation or agency, including any county, city, town or public corporation or agency within California, may purchase identical item(s) at the same price and upon the same terms and conditions.
13. **Subcontractors.** Within ten (10) days of the issuance of a Purchase Order or other instrument evidencing the procurement of Online Tutoring Services under this Agreement, the Vendor shall provide the Participating Agency issuing such Purchase Order or other instrument with a written list of Subcontractor(s) to the Vendor for completing the Vendor's obligations under such Purchase Order. The written list of Subcontractors shall identify each Subcontractor who will provide work, labor or materials valued at one-half of one percent (0.05%) of the total value of the Purchase Order and shall identify the work to be performed by each such Subcontractor and each Subcontractor's business location. The Vendor shall not substitute any listed Subcontractor, except upon the express consent of the Participating Agency, as applicable and in strict conformity with applicable law.
14. **Insurance.** Within ten (10) days of the issuance of a Purchase Order or other similar instrument for the procurement of Online Tutoring Services under this Agreement, the Vendor and each Subcontractor identified in its Subcontractors List issued by the Vendor for such Purchase Order shall deliver to the agency issuing the Purchase Order or other similar instrument Certificates of Insurance evidencing the insurance coverage in the minimum amounts noted below. The foregoing notwithstanding, a Participating Agency may require additional or different insurance coverage or minimum amounts in connection with any specific procurement of Online Tutoring Services. In such event, such additional or different insurance requirements shall be noted in the Purchase Order or other instrument evidencing the procurement of Online Tutoring Services, and the Vendor shall comply with the same.
- Workers' Compensation Insurance.** The Vendor and all Subcontractors to the Vendor for each procurement of Online Tutoring Services shall obtain and maintain Workers' Compensation Insurance with coverage amounts under such policies in accordance with applicable law.
 - Commercial General Liability Insurance.** The Vendor and all Subcontractors to the Vendor for each procurement of Online Tutoring Services shall obtain and maintain Commercial General Liability Insurance

Policies covering: injuries, including accidental death, to persons, damage to property, completed operations, and contractual liability. Minimum coverage amounts under each such Commercial General Liability insurance policy shall be One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.

- iii. Modifications; Cancellation; Additional Insured. Each Participating Agency procuring Online Tutoring Services hereunder shall be named additional insured to the Commercial General Liability insurance policies of the Vendor and its Subcontractors for each specific procurement of Online Tutoring Services. The Workers' Compensation insurance policy and the General Liability insurance policies of the Vendor and each Subcontractor for each specific procurement of Online Tutoring Services shall include provisions that the policy terms will not be materially modified and the policy will not be cancelled or terminated without at least thirty (30) days advance written notice to the Participating Agency, as applicable.

15. Deviations and Exceptions. The Sample Administrative Service Agreement in Exhibit C outlines the terms and conditions the Foundation will use when contracting with the awarded Vendor. This Sample Agreement is subject to change and is not binding as shown in this RFP.

Any exceptions to, deviations from, or inability to comply with the requirements set forth in this RFP, or the terms and conditions contained in the Sample Agreement, must be declared in writing with the proposal. **By failing to declare exceptions and deviations up to proposal submission effectively, the Vendor waives its right to assert its inability to comply with any terms should the Vendor be awarded a contract.** Such exceptions or deviations must be segregated as a separate element of the proposal under the heading "Exceptions and Deviations", and must be submitted with accompanying justification(s).

The Foundation may, at its sole option, consider exceptions and deviations indicated in a Vendor's submittal. Substantial exceptions and/or deviations to the Sample Contract may deem a Vendor non-responsive to the RFP. The Sample Contract specifies the minimum insurance requirements that must be met by the successful Responder. The Responder's inability or unwillingness to meet these requirements as a condition of award must be stated as an exception in the proposal.

EXHIBIT A
LETTER OF INTENT TO APPLY
FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES
RFP FOR ONLINE TUTORING SERVICES
RFP#: 14-001

With this letter the applicant named below provides the Foundation for California Community Colleges (“Foundation”) notice of its intent to submit an application to become a vendor for the Online Tutoring Services listed in the Foundation RFP# 14-001. The Foundation acknowledges that the submission of this Letter of Intent to Apply (LOI) serves solely as a notice of the applicant’s intent and is non-binding on the applicant. Submission of the LOI is mandatory. Applicants that fail to submit an LOI to the Foundation by the prescribed deadline will be ineligible to complete the competitive process under this RFP.

Applicant Name: _____

Address: _____

Representative Name & Title: _____

Representative Email: _____

Representative Phone: _____

Alternate Representative
Name & Title: _____

Alternate Representative
Email: _____

Alternate Representative
Phone: _____

Representative Signature: _____

All LOI forms must be submitted by **Friday, October 24, 2014 no later than 4:00pm PST** as specified in this RFP; postmarks will not be honored. LOIs may be scanned and submitted electronically via e-mail to aalday@foundationccc.org. For electronic submittals via e-mail, applicants are advised to submit at least 4 hours prior to the LOI form submittal deadline. The Foundation is not liable for any electronic transmission issues that may delay receipt of the form. Alternatively, the LOI Form may be hand delivered, or sent by U.S. Mail or common carrier to the following address only:

*The Foundation for Community Colleges
1102 Q Street, Suite 3500
Sacramento, CA 95811
Attn: CollegeBuys*

EXHIBIT B

SAMPLE VENDOR QUARTERLY REPORTING FORM TO FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

NOTE: Reports to be submitted electronically as a Microsoft Excel document

Agency Association	Vendor Client Agency Account Number (Constant for each Account)	Agency Name	Contact Person Name	Contact Person Title
--------------------	---	-------------	---------------------	----------------------

CCC or CA K-12, etc.	123456	Contra Costa Community College District or Diablo Valley College	John Doe	Purchasing Director
----------------------	--------	--	----------	---------------------

Contact Person Email	Contact Person Phone	Contact Person Fax	Contact Person Mailing Address 1	Contact Person Mailing Address 2	Contact Person City	Contact Person State	Contact Person Zip Code
----------------------	----------------------	--------------------	----------------------------------	----------------------------------	---------------------	----------------------	-------------------------

<u>XXXX@4c</u> <u>d.net</u>	555-555-5555	555-555-5555	CCCCD	500 John Doe Street	Martinez	CA	55555
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Year of Sale	Quarter of Sale	Vendor Invoice Date	Vendor Invoice Number	Invoice Amount *	Additional Discounting from Typical Contracts	Savings
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2014	3	4/20/2014	AB555-55	3,500.00	4,000.00	500.00
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*Excluding taxes, additional services, and transportation

EXHIBIT B.1
ANNUAL SATISFACTION REPORT

As a determinant of project success, the successful vendor must measure student satisfaction with online tutoring services at OEI-participating community college through Survey. The feedback/results ensuing from Survey will be aggregated and submitted at the conclusion of each instructional term (Spring, Summer, Fall), no more than 30-days after the conclusion of each instructional term in which services are provided, to the OEI and will comprise the Online Tutoring Satisfaction Report. Students who utilized the online tutoring services for OEI classes will be surveyed to gather data across several dimensions as specified in the Online Tutoring Evaluation Plan developed by the OEI in partnership with the RP Group. Typical data elements included in a survey may include:

- Demographic information, including:
 - Tutors Used – Vendor or CCC-provided tutor
 - OEI or non-OEI class
- Satisfaction data, including:
 - Ease of use
 - Accessibility and availability when needed
 - Competency of tutors
 - Impact of tutoring on their course grade
 - What they liked most, found most helpful
 - What they liked least, found least helpful
 - Recommendations for improvement
 - Recommend to other students

The OEI expects the vendor to provide data that will inform the Online Tutoring Evaluation Plan, as designed in coordination with the OEI and the RP Group. Satisfaction levels from students and faculty/staff will meet thresholds identified in the Online Tutoring Evaluation Plan.

For non-OEI participant community college(s), vendor must be able to measure with similar metrics, as outlined above, upon Participating Agency request.

EXHIBIT C
FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES
SAMPLE ADMINISTRATIVE SERVICE AGREEMENT

This ADMINISTRATION SERVICES AGREEMENT ("Agreement") is made this ____ day of _____, 2014, between the Foundation for California Community Colleges ("Foundation") and _____ ("Supplier").

RECITALS

The Foundation desires to have _____ ("Supplier") provide (Services/Products) as described in RFP #14-001, which in its entirety shall serve as Exhibit 1.

This Agreement provides that any or all public agencies, public and private school districts, public and private colleges or universities, or the Foundation in California (collectively, "Participating Public or Private Agencies") may purchase Products at prices stated in the RFP #14-001;

THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, the Foundation and Supplier hereby agree as follows:

TERMS AND CONDITIONS

1. The Supplier shall perform all of its duties, responsibilities, and obligations in the time and manner as required to be performed by the Supplier as set forth in the Agreement.
2. The Foundation shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Agreement as set forth herein, and the Supplier hereby agrees that the Foundation shall act in the capacity of administrator of purchases under the Agreement.
3. With respect to any purchases by Participating Public or Private Agencies pursuant to the Agreement, the Foundation: (i) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of the Supplier or such Participating Public or Private Agencies; (ii) shall not be obligated, liable or responsible for any order made by Participating Public or Private Agencies or any employee thereof under the Agreement, or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable, or responsible for any failure by any Participating Public or Private Agencies to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the Agreement. The Foundation makes no representation or guaranty with respect to any minimum purchases by any Participating Public or Private Agencies or any employee thereof under this Agreement or the Agreement.
4. With response to Supplier use of Subcontractors: within ten (10) days of the issuance of a Purchase Order or other instrument evidencing the procurement of Online Tutoring Services under this Agreement, the Vendor shall provide the Participating Agency issuing such Purchase Order or other instrument with a written list of Subcontractor(s) to the Vendor for completing the Vendor's obligations under such Purchase Order. The written list of Subcontractors shall identify each Subcontractor who will provide work, labor, or materials valued at one-half of one percent (0.05%) of the total value of the Purchase Order and shall identify the work to be performed by each such Subcontractor and each Subcontractor's business location. The Vendor shall not substitute any listed Subcontractor, except upon the express consent of the Participating Agency, as applicable and in strict conformity with applicable law.

5. Insurance. Within ten (10) days of the issuance of a Purchase Order or other similar instrument for the procurement of Online Tutoring Services under this Agreement, the Vendor and each Subcontractor identified in its Subcontractors List issued by the Vendor for such Purchase Order shall deliver to the agency issuing the Purchase Order or other similar instrument Certificates of Insurance evidencing the insurance coverage in the minimum coverage amounts noted below. The foregoing notwithstanding, a Participating Agency may require additional or different insurance coverage or minimum coverage amounts in connection with any specific procurement of Online Tutoring Services. In such event, such additional or different insurance requirements shall be noted in the Purchase Order or other instrument evidencing the procurement of Online Tutoring Services, and the Vendor shall comply with the same.
 - a. Workers' Compensation Insurance. The Vendor and all Subcontractors shall obtain and maintain Workers' Compensation Insurance with coverage amounts under such policies in accordance with applicable law.
 - b. Commercial General Liability Insurance. The Vendor and all Subcontractors to the Vendor shall obtain and maintain Commercial General Liability Insurance Policies covering: injuries, including accidental death, to persons; damage to property; completed operations; and contractual liability. Minimum coverage amounts under each such Commercial General Liability insurance policy shall be One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
 - c. Modifications; Cancellation; Additional Insured. Each Participating Agency procuring Online Tutoring Services hereunder shall be additional named insured to the Commercial General Liability insurance policies of the Vendor and its Subcontractors for each specific procurement of Online Tutoring Services. The Workers' Compensation insurance policy and the General Liability insurance policies of the Vendor and each Subcontractor for each specific procurement of Online Tutoring Services shall include provisions that the policy terms will not be materially modified and that the policy will not be cancelled or terminated without at least thirty (30) days advance written notice to the Participating Agency, as applicable.
6. Performance Bond. The Vendor shall, if required by the terms of the Purchase Order or other similar instrument, provide the Participating Agency with a Performance Bond in connection with a specific procurement of Online Tutoring Services. If required, the Performance Bond shall be in the form and content included in the RFP and shall be in a penal sum equal to One Hundred Percent (100%) of the value of such Purchase Order or other instrument. Performance Bonds, if required, shall be acceptable only if issued by an Admitted Surety Insurer under California law.

SPECIFIC PROVISIONS

7. Term. The Term of this Agreement will be for one and one-half (1.5) years, commencing on the date set forth in the Agreement and terminating one and one-half (1.5) years thereafter. The Foundation and Vendor, upon mutual consent, shall have the option to extend the Term for three (3) additional one (1) year Terms ("the Extended Terms") by written notice not less than one (1) month prior to and not more than three (3) months prior to expiration of the Term or the Extended Term, as applicable. If the option for the Extended Terms are exercised, all terms and conditions set forth herein shall be applicable to the Extended Terms, except as expressly modified by written modifications duly executed on behalf of the Foundation and the Vendor. In the event that any of, or a portion of, the extension options are not exercised and additional time is required by the Foundation to initiate a new RFP and subsequent Agreement, the Vendor agrees to continue to provide goods and/or services to the Participating Agencies on a month to month basis, for a period not to exceed six (6) months, at the prices, terms and conditions currently at the Agreement expiration date.
8. Right to Terminate. Foundation has the right to terminate this Agreement for any reason, without penalty, at any time by providing Supplier with written notice of the termination at least thirty (30) days in advance.
9. Pricing Reductions. In the event that the Supplier's pricing under this Master Agreement is higher than prices under alternative contracts held by Supplier, Supplier may reduce the price under this Master Agreement for the product(s) causing pricing deviations to address the need of the Participating Agency, but is not required to extend reduced pricing

to other Participating Agencies. The terms and conditions of this Master Agreement will still apply to orders that receive additional discounting.

QUARTERLY FEES & REPORTING

10. Accounting and Right to Audit. Supplier shall, at its expense, maintain accounting of all purchases made by Participating Public and Private Agencies. The Foundation reserves the right to audit the accounting for a period of four (4) years from the date the Foundation receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by the Foundation.
11. Quarterly Fees and Reports. Supplier shall pay the Foundation a quarterly administrative fee in the amount of 2% of the total purchase invoice, less taxes for all purchases by Participating Public or Private Agencies under the awarded RFP, and shall provide the Foundation with an electronic accounting report, in a format prescribed by the Foundation, summarizing all purchases under the Agreement. A sample of the reporting format appears in Attachment 2. Quarterly fees and reports shall be made with respect to all purchases shipped and billed pursuant to the Agreement for the applicable quarter. Quarterly reports are due within fifteen (15) calendar days after the conclusion of the preceding quarter. Quarterly administrative fees applicable to each quarter, are due within thirty (30) days of the end of each calendar quarter. The Foundation reserves the right, upon thirty (30) days advance notice to the Supplier, to change the prescribed reporting format. Administrative fee payments shall be made by check to the Foundation for California Community Colleges.
12. Material Breach. Failure to provide a quarterly report and/or payment of the administrative fee within the time and manner specified in item 10 shall be regarded as a material breach under this Agreement, and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Agreement at the Foundation's sole discretion. All administrative fees not paid within thirty (30) days of the end of each quarter shall bear interest at the rate of 1 1/2% per month until paid.
13. Errors and Omissions on Quarterly Reporting and Overpayment of Administrative Fee to the Foundation. Supplier is provided ninety (90) days or until the conclusion of the subsequent quarter (whichever comes first) from when a quarterly report was due or submitted, to correct error(s) and/or omission(s) on a quarterly report; and/or to recover an overpayment of the administrative fee from the Foundation. Once the ninety (90) days or the conclusion of the subsequent quarter (whichever comes first) has lapsed, the Foundation reserves the right to retain the amount of the overpaid administrative fee. The Foundation also reserves the right to recover any unpaid administrative fee(s) from the Supplier discovered during an audit conducted pursuant to Section 10 above, and/or the correction of error(s) and/or omission(s) on quarterly report(s).
14. Right to Compare Records. The Foundation or its designee may, at the Foundation's sole discretion, compare Participating Public or Private Records with quarterly reports submitted by Supplier. If there is a discrepancy, the Foundation will notify the Supplier in writing. The Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to the Foundation's reasonable satisfaction. If the Supplier does not resolve the said discrepancy, the Foundation shall have the right to engage outside services to conduct an independent audit of the Supplier's quarterly reports. The Supplier shall be obligated to reimburse any and all of the Foundation's costs and expenses related to or connected with the record and report reviews; the audit; Foundation staff time; and expenses, counsel, and collection.

GENERAL PROVISIONS

15. Supplier may submit for review new or enhanced products that were not part of the supplier's product line at contract signing. The Foundation will review the products to ensure they meet minimum requirements and at the Foundation's sole discretion, add products to the contract if deemed acceptable. Supplier must honor enhanced warranty and offer same tiered discount from original RFP response.
16. This Agreement constitutes the entire, complete, final and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between Foundation and Supplier regarding such subject matter. Any terms and conditions which are additional to or different from the terms and conditions of this Agreement are hereby deemed rejected by Foundation and shall not be of any effect or in any way binding upon Foundation. To the extent that the terms and conditions of this Agreement conflict with, or are in any way inconsistent with, the terms and conditions of any exhibit hereto, the terms and conditions of this Agreement will prevail.
17. Any use of the Foundation or CollegeBuys name or logo by the Supplier in marketing materials including but not limited to: press releases, print pieces, broadcast emails, and website postings, requires prior review and written approval from the Foundation.
18. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which the prevailing party may be entitled.
19. This Agreement and the Foundation's rights and obligations hereunder may be assigned, at the Foundation's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform the Foundation's obligations hereunder. This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the Foundation. For the purpose of this paragraph, Foundation will not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.
20. All reports, notices, and other written or electronic communications given hereunder shall be delivered by e-mail or by express delivery requiring signature on receipt to the addresses as set forth below. The Foundation may, by written or electronic notice delivered to the Supplier, designate any different electronic or physical addresses to which subsequent reports, notices or other communications shall be sent.

A. Foundation
Foundation for California Community Colleges
1102 Q Street, Suite 3500
Sacramento, CA 95811
Attn: Jorge J.C. Sales, Director of Collaborative Services
Email: jsales@foundationccc.org

B. Supplier

Address: _____

Attn: _____
Phone: _____
Email: _____

- 21. Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative, or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative, or unenforceable to any extent whatever.
- 22. This Agreement may not be effectively amended, changed, modified, altered, or terminated without the prior written consent of the parties hereto.
- 23. General Indemnity. Supplier agrees to indemnify, defend and hold Foundation, and its directors, officers, agents and employees harmless from any and all losses, liabilities, third-party claims, demands, costs, expenses and damages, including reasonable attorneys' fees resulting from, arising out of, or connected with (a) the performance of services or omissions relating to same under this Agreement by Supplier, Supplier's employees, Supplier's subcontractors, or any person or entity for whom Supplier is responsible; and/or (b) any breach by Supplier of this Agreement.
- 24. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of California, by a California court of appropriate jurisdiction, as a contract executed and delivered within the State of California.
- 25. This Agreement shall inure to the benefit of and shall be binding upon the Foundation, the Supplier, and any successor and assign thereto subject, however, to the limitations contained herein.

IN WITNESS WHEREOF, the Foundation for California Community Colleges has caused this Agreement to be executed in its name, and the Supplier has caused this Agreement to be executed in its name, all as of the date first above written.

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

 By _____
 [typed name]
 Title _____
 Date _____

 By _____
 [typed name]
 Title _____
 Date _____

SUPPLIER: _____

 By _____
 [typed name]
 Title _____
 Date _____

EXHIBIT D
BID BOND

KNOWN ALL PERSONS BY THESE PRESENTS, that we _____

_____ as Principal, and _____

_____ as Surety, an admitted Surety insurer pursuant to Code of Civil Procedure Section 995.120 are held and firmly bound unto the Foundation for California Community Colleges hereinafter called the Foundation, in the penal sum of \$5,000.00 submitted to the said FOUNDATION for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated _____, 2014, for the _____

NOW THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after the said opening; and if the Principal is awarded the contract, and shall within the period specified therefore, or if no period be specified, within (5) days after the prescribed forms are presented to the Principal for signature, enter into a written contract with the FOUNDATION, in accordance with the bid as accepted and give bond with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, or in the event of the withdrawal of said bid within the period specified or the failure to enter into such contract and give such bonds within the time specified, if the Principal shall pay the FOUNDATION, the difference between the amount specified in said bid and the amount for which the FOUNDATION may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the FOUNDATION in again calling for bids, then the above obligation shall be void and of no effect, otherwise said obligation shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the call for bids, or to the work to be performed there under, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the FOUNDATION and judgment is recovered, the Surety shall pay all costs incurred by the FOUNDATION in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF the parties have executed this instrument under their several seals this _____ day of _____ 2014, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal of Principal, if Corporation)

Principal's Corporate Seal

Principal Name

By: _____

Typed or Printed Name

Title: _____

(Surety's Corporate Seal)

Surety Name: _____

By: _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate and Required Acknowledgements)

Name and Address of California Agent of Surety

Telephone Number of California Agent of Surety

EXHIBIT E
PILOT COLLEGES

Phase I and II (Spring 2015, Summer 2015)

Student Readiness Staging Group (Group #1)
Antelope Valley College
Cabrillo College
College of the Canyons
Hartnell College
MiraCosta College
Monterey Peninsula College
Rio Hondo College
West Los Angeles College
Tutoring Staging Group (Group #2)
Barstow Community College
Columbia College
Imperial Valley College
Los Angeles Pierce College
Mt. San Antonio College
Ohlone College
Saddleback College
Victor Valley College
Full Launch Colleges (Group #3)
Butte College
Coastline Community College
Foothill College
Fresno City College
Lake Tahoe Community College
Mt. San Jacinto College
Shasta College
Ventura College

EXHIBIT F
VENDOR'S COMMITMENT AND PROMOTION

1. **Commitment.** The Foundation asks the Vendor to make four commitments to ensure the overall success of the program relating to this RFP.
 - a. Corporate Commitment - A commitment that the Foundation for California Community Colleges (Foundation) has the support of senior management, and that the Foundation contract is the Vendor's primary offering to California public agencies and school districts. The Vendor shall make its existing public and private agency clients aware of its Foundation contract, and upon any agency's request, such agency will be transitioned to the Vendor's Foundation contract.
 - b. Sales Commitment - A commitment that the Vendor will aggressively market the Foundation and that the field and internal sales force will be trained, engaged and committed to offering the Foundation to public and private agencies in California, with a further commitment that all the Foundation sales be accurately and timely reported.
 - c. Service Commitment - A commitment that the Vendor will provide at minimum the level of service defined in the agreement to any and all participating public and private agencies purchasing through the Foundation's contract.
 - d. Communication and Information Commitment - Establish the following communication links to facilitate customer access and communication:
 - Information for website
 - Standard logos;
 - Summary of products and pricing;
 - Information web-link to manufacturer's website;
 - Overall information about manufacturer;
 - Other promotional material as desired.
 - A toll-free telephone for inquiries and orders
 - Regional or toll-free fax number for inquiries and orders
 - An e-mail address specially for Foundation members for general inquiries

2. **Program Promotion.** The Foundation recognizes that each Vendor has a successful business and may choose to meet its commitments to the Foundation's Purchasing Program in a variety of ways that best suit the Vendor's business model, organization, and market approach. The following are Program Standards intended to assist the Vendor in successfully implementing the Foundation contract.
 - a. Account Management Team – The Vendor shall provide an account manager with the authority and responsibility for the overall success of the Foundation contract within the Vendor's organization. The Vendor shall also designate a Lead Referral Contact Person responsible for receiving communications from the Foundation for California Community Colleges concerning new public agency registrations, and for ensuring timely follow-up by the Vendor's staff on requests for contact from public school districts. Additionally, the Foundation suggests the Vendor implement and support a Vendor-based internet web page dedicated to the Vendor's Foundation program and linked to the collegebuys.org website.

- b. Quarterly Review – Upon request, the Foundation for California Community College will schedule a quarterly review with the Vendor to evaluate the Vendor’s performance of Vendor Commitments and Program Standards outlined herein.
- c. Foundation for California Community Colleges Purchasing Program Awareness – The Foundation for California Community Colleges (Foundation) is responsible for marketing the overall Foundation purchasing program concept and programs to Participating Public and Private School Districts. The Foundation for California Community Colleges marketing is intended to supplement and enhance the direct sales effort of the Vendor. The Vendor assists by providing camera-ready logos and by participating in related trade shows and conferences. The Foundation employs a marketing team, a network of partner associations, direct mail, the Internet and newsletters, and other publications to increase awareness.
- d. Vendor Sales – The Vendor is responsible for proactive direct sales of the Vendor’s goods and services to public school districts across California and the timely follow up to leads established by the Foundation. Use of product catalogs, targeted advertising, direct mail, and other sales initiatives are encouraged. All sales materials are to use the Foundation logo. The Foundation for California Community Colleges will provide each Vendor with its logo and the standards to be employed in the use of the logo. At a minimum, the Vendor’s sales initiatives should communicate that:
- The contract was competitively solicited by a Public Agency;
 - Best educational pricing focused on the Total Cost of Ownership (TCO);
 - There is no cost to participate;
 - The contracts are non-exclusive.
- e. Sales Force Training – The Vendor is responsible for the training of its sales force on the Foundation contract. The Foundation may provide training materials and generally assist with the education of sales personnel. At a minimum, sales training should include:
- Key features of the Foundation contract;
 - Understanding of the process of development of the Agreement;
 - Working knowledge of the Foundation Organization and Solicitation Process;
 - Awareness of the range of public and private agencies districts that can access the Foundation; Value Added Benefits of using a contract for public agencies.

EXHIBIT G
PROPOSAL SIGNATURE FORM

Due Date: Wednesday, November 12, 2014 at 4:00 PM (PST)

The undersigned officer, having become familiar with the Request for Proposal, the specifications, the contract terms and conditions, the solicitation conditions, and the instructions for completing the RFP form, hereby offers to provide the products and services described in RFP #14-001.

Company Name _____

Authorized Signature _____

Name of Authorized Signer _____

Title _____

Address _____

City _____

Phone Number _____ Fax Number _____

**EXHIBIT H
NON-COLLUSION AFFIDAVIT**

STATE OF CALIFORNIA
COUNTY OF _____

I, _____, being first duly sworn, deposes and says that I am
(Typed or Printed Name)

the _____ of _____, the party
(Title) (Vendor Name)

submitting the foregoing RFP Proposal ("the Vendor"). In connection with the foregoing RFP Proposal, the undersigned declares, states and certifies that:

1. The RFP Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The RFP Proposal is genuine and not collusive or sham.
3. The Vendor has not directly or indirectly induced or solicited any other Vendor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other Vendor or anyone else to put in a sham bid, or to refrain from bidding.
4. The Vendor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other Vendor, or to fix any overhead, profit, or cost element of the bid price or that of any other Vendor, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the RFP Proposal and related documents are true.
6. The Vendor has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this ____ day of _____, 2014 at _____
(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

By: _____

Title: _____

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