



**REQUEST FOR PROPOSAL  
RFP GP072223**

**DIGITAL TUTORING SERVICES**

**EAST SIDE UNION HIGH SCHOOL DISTRICT  
830 North Capitol Avenue  
San Jose, CA 95133-1316**

**RFP DUE DATE: JUNE 23, 2023, 5:00 PM**

## **Notice to Providers**

The East Side Union High School District (ESUHSD) is requesting proposals for the award of service contract(s) for **Digital Tutoring Services** in accordance with the minimum specifications included herein.

PlanetBids is a web enabled procurement and electronic bidding system. In order to begin bidding for this RFP the Provider must first register, for free, online:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=24763>

As a registered and approved Provider within our Provider database, you will be automatically notified of bid alerts, bid changes or updates and addenda. All bid related information is located within the different tabs of the bid detail. Only applicable tabs will be available within the bid.

Copies of the RFP, including forms that need to be completed and submitted, can be downloaded from the PlanetBids website.

All proposals are to be submitted electronically via PlanetBids on or before **June 23, 2023, 5:00 PM**. All necessary documentation for this RFP can be downloaded via the PlanetBids website.

Contact Person: Phuong Nguyen  
Phone: 408-347-5073

### **Paper RFPs will not be accepted. We are only accepting electronic RFPs via PlanetBids.**

No Provider may withdraw any proposal for a period of ninety (90) calendar days after the date set for the proposal submittal deadline. A successful respondent Provider shall not be relieved of the proposal submitted without the District's consent, which relief the District may grant or deny in its discretion.

ESUHSD will review the responses, contact references, and complete a weighted scoring matrix for each respondent Provider.

ESUHSD reserves the right to accept or reject any item or group(s) of items of a proposal. ESUHSD also reserves the right to waive any minor informality or irregularity in any proposals. Additionally, ESUHSD may, for any reason, decide not to award an agreement as a result of this RFP, or to reissue the RFP.

There will not be a formal public opening for this RFP. After the recommendation for the purchase order contracts award is submitted to the Board of Trustees for approval, all proposals will be available for public review.

For assistance with eBidding, please refer to the eBidding User Guide. To locate the eBidding Users Guide, click on "Place eBid". After you have accepted the terms and conditions, click the "?" (Red question mark) located at the upper right of the page to access the PlanetBids Support Page. Here you can view Frequently Asked Questions, download the eBidding Users Guide or open a support ticket for further assistance.

The User Guide can be downloaded from the Provider portal or by following this link:

<https://www.planetbids.com/UsersGuides/PlanetBids%20BidsOnline%20Users%20Guide.pdf>

If you are having technical issues downloading or submitting your bid documents please contact Planet Bids Directly at (818) 992-1771.

## **Proposed Timeline**

The following is the anticipated timeline of events for this RFP. ESUHSD may change the estimated dates and processes as deemed necessary.

June 2, 2023	Release of Request for Proposals
June 14, 2023	Last day for submissions of questions and/or clarifications on PlanetBids by 1:00 PM
June 23, 2023	Proposals Due electronically only on PlanetBids by 5:00 PM
August 17, 2023	Recommendations to the Board of Trustees to award.
July 1, 2023	Contract Start Date

## **Addenda**

The ESUHSD may modify this RFP, any of its key action dates, or any of its attachment, prior to the proposal submittal date. Addenda will be numbered consecutively as a suffix to the RFP reference number. Addenda shall be available for public view on PlanetBids. It is the Respondent Provider's responsibility to ensure they have incorporated all addenda. Failure to acknowledge incorporated addenda will not relieve the Respondent Provider of the responsibility to meet all terms and conditions of this RFP and any subsequent addenda.

## **Inquiries and/or Clarifications**

Any requests for clarification of the RFP shall be made via PlanetBids only, under the "Q&A" tab, no later than **June 14, 2023 1:00 PM.**

All responses to questions/clarifications will be posted to the PlanetBids website. If any addenda are issued, they too shall be posted to the PlanetBids website. It is the Respondent Provider's responsibility to review PlanetBids for any responses and/or addenda.

If any addenda are issued, they too shall be posted to the PlanetBids website. It is the Respondent Provider's responsibility to review PlanetBids for any responses and/or addenda.

ESUHSD is responsible only for what is expressly stated within this RFP and any authorized written addenda thereto. ESUHSD is not responsible for and will not be bound by any person not authorized to act on its behalf.

*As of the issuance date of this RFP and continuing until the final date for submission of proposals, **contact with ESUHSD employees is strictly limited.** All personnel representing ESUHSD are specifically directed not to hold meetings, conferences or technical discussions with any Provider for purposes of responding to this RFP. Any Provider found to be acting in any way contrary to this directive will be **disqualified from entering into any contract** that may result from this RFP.*

## **Submission of RFP Proposals**

Please review this RFP carefully before responding to ensure that all procedural, system and contractual requirements are fully understood. Failure to adhere to all requirements will disqualify the proposal.

**Proposals must be submitted no later than June 23, 2023 by 5:00 PM.**

## **Evaluation Criteria**

The following is the criteria by which ESUHSD will evaluate proposals submitted in response to this RFP.

RFP Evaluation Criteria	
Scope of Services	25%
Customer Support	20%
Costs	20%
Provider Qualifications	20%
Past Relationship with ESUHSD/References	15%
Total	100%

## **Purpose of the Proposal**

The purpose of this Request for Proposal (RFP) is to solicit proposals from organizations who can provide unlimited one-to-one online, on demand, 24/7 tutoring services for students.

The need for one-to-one homework help and online tutoring is to help support students' course passage, progress towards high school graduation, and attainment of the A-G University admission requirements.

## **Scope of Services**

The intention of ESUHSD is to negotiate a contract for online tutoring services that include the following:

1. Provide chat-based tutoring with accessibility to chat with tutors 24/7.
2. Provides multilingual support including Spanish and Vietnamese.
3. Available for a variety of subject areas and writing support.
4. Writing submission for feedback response in a timely manner.
5. Alignment to courses offered within the District.
6. Teacher access to view student use.
7. Teacher access to view subject areas being accessed by students.

## **Contract Specifications:**

ESUHSD reserves the right to add or delete related items from the contract at any time during the period of the contract. ESUHSD reserves the right to cancel immediately any awarded contract for any reason determined by ESUHSD to be detrimental to the health and welfare of the students and school personnel or that seriously affects the quality of the service. ESUHSD will hold the Respondent Provider in default if they have caused such condition to arise.

Failure to comply with any of the above requirements will be sufficient cause for the cancellation of the contract.

## **Term of Pricing**

The term of the Fixed Pricing Period shall commence upon ESUHSD execution of the contract, tentatively scheduled for **July 1, 2023**. The period of time that prices quoted herein shall remain in effect for a minimum period of 12 months after bid award. The Provider must provide in writing any price changes 90 days prior to the annual renewal date. Time extensions may be granted upon mutual consent of all parties involved within the conditions of this bid, but not to exceed five (5) years.

In the event that parties involved consent in contracting time extensions, the following conditions for price adjustments shall apply. Prices bid herein may increase with the mutual consent of parties involved. The effective date of such increase shall be specified in writing by the District. All proposed price increases shall

require the submission by the Provider of the national or regional published price list or printed notices of price changes. All purchase orders placed under this agreement shall be delivered and invoiced at the agreement price prevailing at the time the order is placed, regardless of the actual delivery date.

### **Respondent Providers Cost**

Any costs incurred by the Respondent Provider for the development of their proposals are the sole responsibility of the Respondent Provider and shall not be chargeable to the ESUHSD.

### **Price Adjustments**

Prices for the services shall remain unchanged for twelve (12) months following the effective date of the contract. The Provider shall have the right to request a price adjustment only thirty (30) days prior to the end of the contract term. During this thirty (30) days period, the Provider may submit a request in writing to ESUHSD for a price adjustment that is consistent with and relative to price changes originating with and compelled by market trends and which changes are outside of the Provider's control. The Provider must fully document its request, attaching to the request, without limitation, such market data, to support the requested adjustment. ESUHSD may, in its sole discretion, approve or disapprove the requested adjustment, in whole or in part. Any approved adjustment shall be final and shall remain unchanged until the end of the next contract term.

### **Errors and Omissions**

If a Respondent Provider discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP or any of its attachments, they shall immediately notify ESUHSD of such error in writing and request modification or clarification of the document. Modifications will be made via addenda. Clarifications will be posted to the PlanetBids website, without divulging the source of the request.

If a Respondent Provider fails to notify ESUHSD, prior to the date fixed for submission of proposals, of an error in the RFP known to them, or an error that reasonably should have been known to them, they shall submit proposals at their own risk, and if they are awarded the contract, they shall not be entitled to additional compensation or time by reason of the error or its later correction.

### **Exceptions**

If a Respondent Provider takes exception to any part of this RFP, including but not limited to specification of the Insurance, Administrative and Legal Requirements as written herein or as amended by any addenda subsequently issued, must be done in writing. Said exceptions must be submitted with the proposal, failure to do so will be construed as acceptance of all items.

### **Organization of Proposals**

Proposal responses are to be organized simply and economically. Each Proposal shall be submitted in the following order with the following documents **ALL ITEMS BELOW ARE REQUIRED IN ORDER FOR THE PROPOSAL TO BE ACCEPTED AS A RESPONSIVE PROPOSAL:**

1. Executive Summary: Each proposal will have a cover letter on organization letterhead including proposal services, and experience with the education system.
2. Exhibit 1 – General Provider Information & Signature
3. Exhibit 2 - List of References (Required ESUHSD form on PlanetBids)
4. Exhibit 3 - Certificate of Non-Discrimination (Required ESUHSD form on PlanetBids)
5. Exhibit 4 - Non-Collusions Declaration (Required ESUHSD form on PlanetBids)
6. Exhibit 5 - Conflict of Interest Statement (Required ESUHSD form on PlanetBids)

7. Exhibit 6 – Fingerprinting Requirements (Required ESUHSD form on PlanetBids)
8. Exhibit 7 - Cost Proposal (Required ESUHSD form on PlanetBids)
9. W-9
10. Certificate of Liability Insurance (Endorsed to East Side Union High School District upon award.)

### **Proposals Become the Property of ESUHSD**

Proposals become the property of ESUHSD and information contained therein shall become public property subject to disclosure laws after Notice of Intent to Award. ESUHSD reserves the right to make use of any information or ideas contained in the proposal.

### **Confidential Material**

Respondent Provider must notify ESUHSD in advance of any proprietary or confidential material contained in the bid and provide justification for not making such material public. ESUHSD shall have sole discretion to disclose or not disclose such material subject to any protective order which Respondent Provider may obtain.

### **Reservations**

With respect to this RFP, ESUHSD reserves certain rights at any time as follows:

1. Reject any proposal without indicating any reason for such rejection;
2. Waive or correct any minor or inadvertent defect, irregularity or technical error in a proposals, or in the process, or as part of any subsequent contract negotiation;
3. Request that Providers supplement or modify all or certain aspects of their proposals or other documents or materials submitted;
4. Terminate this RFP and issue a new RFP;
5. Modify the selection process, the specifications or requirements for materials or services, or the content or format of the bids;
6. Extend a deadline specified in this RFP, including deadlines for accepting proposals;
7. Negotiate with any or none of the Providers;
8. Modify the final contract from terms described in this RFP;
9. Terminate failed negotiations with a Provider without liability, and negotiate with other Providers;
10. Disqualify any Provider on the basis of a real or apparent conflict of interest, or evidence of collusion that is disclosed by the proposal or other data available to ESUHSD;
11. Request that services be provided by certain staff of a Provider, or request that certain staff of a Provider is excluded from providing services as determined by ESUHSD to be in its best interest;
12. Reject a Provider's proposal where the Provider is in breach of, or in default under, any other agreement with the ESUHSD;
13. Award multiple contracts if it is deemed necessary to provide the specified services.

### **Cancellation**

This solicitation does not obligate the ESUHSD to enter into an agreement. ESUHSD retains the right to cancel this RFP at any time, should the project be canceled, ESUHSD loses the required funding, or it is deemed in the best interest of ESUHSD. No obligation, either expressed or implied, exists on the part of ESUHSD to make an award or to pay any cost incurred in the preparation or submission of a proposal.

### **Award of Contract**

The award, if any, will be to the Respondent Provider(s) whose proposal best complies with all of the requirements of the RFP documents and any addenda. Purchase orders shall be awarded to the Respondent

Provider(s) whose offer is determined to be the most advantageous to ESUHSD from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or for any other reason deemed by the Purchasing Manager to be in the best interests of ESUHSD and, as such, will not be determined by price alone and may not be the lowest bid especially where services are of utmost importance. The complete contract shall include the purchase order(s) and all amendment thereto, and the terms of this RFP and all attachments and amendments hereto.

### **General Description of the Proposed Contract**

After the evaluation process is completed, the recommendation for award to one or more Providers will go forward to the Superintendent on behalf of the Board of Trustees for approval and then to the full Board of Trustees for Approval on **August 17, 2023**.

The term of the purchase order contracts will be from **July 1, 2023 to June 30, 2026**, with the ability to extend the Contract for two (2) additional one (1) year terms.

The Contract will require the proposer to adhere to the terms of their proposal and to act in accordance with all applicable laws and regulations that are in effect at the time the purchase order contract is signed, and that become effective during the term of the contract.

### **Execution of the Contract**

The contract shall be signed by the Provider and returned, along with the required attachments to the East Side Union High School District within 10 working days. The period for execution may be changed by mutual agreement of the parties. Contracts are not effective until approved by the appropriate East Side Union High School District officials. Any work performed prior to receipt of a fully executed contract shall be at Provider's own risk.

### **Failure to Execute a Contract**

Failure to execute the contract within the time frame identified above shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute a failure to execute the contract. If the successful Provider refuses or fails to execute the contract, the East Side Union High School District may award the contract to the next qualified highest ranked Provider.

### **Force Majeure**

The Provider acknowledges ESUHSD is not liable for interruption of services due to any of the following causes, to the extent beyond its reasonable control: acts of God, accidents, riots, war, terrorist acts, epidemic, pandemic, quarantine, civil commotion, government order or law, and natural catastrophes.

### **Termination of Contract**

The ESUHSD reserves the right to terminate any contract awarded hereunder for default at ESUHSD's convenience. If the contract is terminated for convenience, the Provider shall only be paid for services and products rendered at the date of notice of termination. Because ESUHSD terminates the contract, this does not preclude the Provider from meeting obligations to other school districts that have entered into a contract with the Provider utilizing the piggyback clause, if applicable.

### **Payment Invoicing**

The ESUHSD will only pay by original invoice that has been signed by an ESUHSD employee. Invoice will not be paid if there is no signature as stated above. Invoices must be made out to ESUHSD and sent to the accounts payable at [accountspayable@esuhsd.org](mailto:accountspayable@esuhsd.org). Invoices must show purchase order number, description

of items purchased, unit prices, and all applicable taxes, and must include the Buy American certification stated earlier in the RFP. Invoices not including the proper purchase order number may experience delayed payment. Payment will be made on completion of the order. ESUHSD payment terms are Net 30.

All invoices must indicate the total quantity purchased, unit price awarded under the contract, any variance to that unit price (if any), and the extended cost of the items purchased. Invoices that do not reflect these items will be returned to the Provider for corrections and will not be paid until the invoice reflects all components listed above.

### **Administrative and Legal Requirements**

Providers must meet Administrative and Legal Requirements included in this RFP and as outlined in **Attachment B**.

### **Indemnification and Insurance Requirements**

**Indemnification.** The Provider will agree to indemnify, defend, and save harmless the ESUHSD, its officers, agents, employees, and volunteers from any and all claims and losses accruing or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement and from and against any and all injuries, claims and losses resulting to any person, firm, or corporation who may be injured or damaged by acts or negligence of Provider in the performance of this agreement.

**Insurance.** The Provider will maintain general liability insurance, automobile coverage, and workers compensation coverage in such an amount as specified in **Attachment A**. ESUHSD shall be named as additional insured on a separate endorsement with respect to the general liability coverage. The Provider agrees to provide copies of the required policies of insurance to ESUHSD. A certificate of insurance or letter is required from Provider's insurance broker indicating compliance or ability to comply with the insurance requirements as stated below shall be provided with Providers' Proposals. Actual certificates and additional insured endorsements naming ESUHSD as additional insured will be required to be delivered prior to execution of the final contract.