



THE PENNSYLVANIA CYBER CHARTER SCHOOL

REQUEST FOR PROPOSAL FOR TUTORING SERVICES

Release Date: April 22, 2022

Proposal Deadline: May 13, 2022 before 4:00pm EST

NOTICE TO VENDORS:

PA Cyber requests Vendor responses to this Request for Proposal (“RFP”) for tutoring services under the following requirements, terms and conditions. PA Cyber reserves the right to cancel this RFP at any time or accept or reject any proposals submitted in response to this RFP.

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BACKGROUND

The Pennsylvania Cyber Charter School (“PA Cyber”) is a public charter school authorized by the Pennsylvania Department of Education (“PDE”). PA Cyber operates as a nonprofit entity incorporated in the Commonwealth of Pennsylvania and serves approximately 11,500 students in Kindergarten through Twelfth Grade.

PA Cyber requests Vendor responses to this Request for Proposal (“RFP”) for a one (1) year contract for tutoring services under the following requirements, terms and conditions (the “Services”). Proposals may be submitted for all or a portion of the Services outlined in this RFP. If Vendor does not propose to provide all Services, then Vendor must clearly delineate the Services it proposes to furnish and those it does not. PA Cyber reserves the right to cancel this RFP at any time or accept or reject any and all proposals submitted in response to this RFP.

All Vendors must comply with the following:

I. KEY DEADLINES

Vendors must comply with the following deadlines. Except for the Award Notification and Implementation dates, which may be extended in PA Cyber’s sole discretion, time is of the essence for all other deadlines.

RFP Release Date:	April 22, 2022
Intent to Submit Proposal by Vendor:	April 29, 2022
Cut Off Date for Questions:	May 6, 2022
Proposal Due Date:	May 13, 2022 4:00pm EST
Presentations by Vendor Finalists:	Week of May 23, 2022
Award Notification:	May 2022
Implementation:	July 2022

II. RFP RESPONSE INSTRUCTIONS

Vendors must submit one (1) hard copy and one (1) electronic copy of the Proposal at any time prior to, but not later than, **4:00pm EST on May 13, 2022**. In its sole discretion, PA Cyber may extend the deadline for the delivery of Proposals.

Hard copies of the Proposal shall be submitted by mail or hand delivered, and electronic copies shall be emailed, to the following address:

The Pennsylvania Cyber Charter School
652 Midland Avenue
Midland, PA 15059
Email: jennifershoaf@pacyber.org
Subject/Attn: Tutoring Services RFP

PA Cyber reserves the right to reject any Proposal received after 4:00pm EST on May 13, 2022, or that fails to comply with the requirements of this RFP.

III. PROPOSAL TERM

Vendor's Proposal shall remain open and valid for a minimum period of 30 days after the Proposal Due Date.

IV. VENDOR INQUIRIES

All Vendor questions concerning this RFP should be directed to Jennifer Shoaf in writing via email to: jennifer.shoaf@pacyber.org. The deadline for the submission of questions is May 6, 2022 by 12:00pm EST. PA Cyber will post all questions and answers to our website for all Vendors to view. These questions and answers can be found by clicking on Request for Proposals at www.pacyber.org/about. PA Cyber will not respond to any questions that are not submitted in accordance with this section.

V. SERVICE SPECIFICATIONS

Proposals are being requested for Synchronous tutoring services for students (individual tutoring and group tutoring).

Synchronous Tutoring services must include:

1. Vendor supported and secure online collaborative learning solution that is compatible with Google Chrome) and features two-way voice, chat, whiteboard, application and file sharing tools.
2. Integration with Clever and/or Single Sign-On (SSO) capabilities with PA Cyber's Student Information System (SIS).
3. Ability for Vendor to utilize client provided credentials for PA Cyber staff and student login to Vendor's platform.
4. Ability to roster all students, teachers, and courses on a daily basis, including the ability to update all enrollments and withdrawals by student, subject, teacher, and course section.

5. Vendor supported technical support to resolve issues within a twenty-four (24) hour timeframe during normal business hours.
6. Individual session recordings that are available and accessible by designated PA Cyber staff, parents, and students.
7. Tutoring options available in the following subject areas for grades K-12: English language arts, mathematics, science, social studies, world languages, and electives.
8. Tutoring sessions available from the months of July 2022 through June 2023, twenty-four (24) hours a day or as determined between PA Cyber and Vendor.
9. Synchronous tutoring sessions available for a specific duration of time, not to exceed sixty (60) minutes in a single session, or as determined necessary by PA Cyber.
10. Certified and qualified instructors to tutor at days and times requested by PA Cyber administration and/or students.
11. Ability for Vendor to provide individual tutoring to students.
12. Ability for Vendor to provide small group tutoring to students.
13. Availability of multilingual tutors across all subject areas.
14. Provision of all necessary state mandated clearances and professional credentials/teacher certifications of tutors and staff by request.
15. Ability for PA Cyber staff, parents, or students to schedule and alter a tutoring session through the Vendor's platform, including by tutor, subject, day, and/or time as needed.
16. Adherence to student IEP, GIEP, and/or 504 plans.
17. Vendor provided system training on classroom tools during the student's first session.
18. Access to master tutoring schedule for staff, parents/guardians, and students that includes and can be sorted by tutor name, course, day, time, reoccurring events, language preference, and optional special needs or considerations.
19. Ability for PA Cyber to manage and restrict tutoring sessions, including but not limited to restricting all students or individual students from scheduling sessions and limiting the number of tutoring hours per individual student per week or year.
20. Two-way voice communication between PA Cyber student(s) and tutor during a live tutoring session.
21. Vendor provided administrative, teacher, student, and parent trainings.
22. Availability of videos and printed training materials that instruct users in how to

prepare, schedule, and cancel a tutoring session.

23. Ability for PA Cyber staff, parents/guardians and students to cancel a tutoring session; PA Cyber will not be charged for any unattended session.
24. Auto-generated notifications via text, phone message and email regarding tutoring schedule, reminders, unattended and cancelled sessions to PA Cyber staff, parents and students.
25. Delivery of automated attendance reports on a weekly basis to PA Cyber staff, parents, and students as determined by PA Cyber.
26. Automated missed session notifications.
27. Automated missed session restrictions, including email notifications to PA Cyber, parent and student with details of the absence and directions for next steps, and text and phone notifications to PA Cyber, parent and student.
28. Reports and analytics provided by Vendor on tutoring usage, session details, grade level details, class/subject usage, day/time usage, and student outcomes.
29. Ability for the Vendor and/or tutors to communicate with PA Cyber parents, students, and staff through email or phone communication to pre-determine the content taught for a tutoring session.
30. Overview of individual or group student tutoring sessions to be sent to PA Cyber as requested.
31. Delivery of an extension or remediation activity of the same skill taught within a session as needed.
32. Vendor allowance of unused hours in one service category to be used in another.
33. Vendor allowance of any unused hours in one school year to be credited to the next school year.

VI. EVALUATION FACTORS

All Vendor Proposals will be evaluated in accordance with the following scoring rubric:

Provider Scoring Breakdown		
CATEGORIES	WEIGHT	CATEGORY TOTAL SCORE
Technical Requirements	0.25	0
Service Specifications	0.25	0
Communication Requirements	0.25	0
Fee Structure	0.20	0
Provider Qualifications	0.05	0
VENDOR TOTAL SCORE		0
Provider Scoring Rubric		
EXPLANATION	POINT VALUE	
Does Not Meet	0	
Partially Meets	1	
Meets Expectations	2	
Exceeds Expectations	3	

VII. PRICING STRUCTURE

Cost structures must be provided for Synchronous Tutoring Services (individual tutoring and group tutoring).

Vendor must also itemize all other services, add-ons and expenses not included in the above cost structure on Schedule D. PA Cyber will not be responsible for any costs not included in Vendor's Proposal.

VIII. VENDOR SUBMISSIONS

Proposals must be organized in the manner specified below with Tabs. Failure to provide the required organized information will affect the evaluation of the Proposal and may be grounds for disqualification, in PA Cyber's sole discretion.

Table of Contents: Include a table of contents for clear identification of the material by section and by page number.

Tab 1 - Letter of Transmittal: Write a letter of Transmittal, introducing the Proposal, summarizing your understanding of the Services, and highlighting the Vendor's unique qualifications for delivering this solution.

Tab 2 - Proposal: The Proposal should address Vendor's ability to meet the Service Specifications outlined in the RFP. The Proposal should be concise and should address the specification requirements as outlined in Section V. Vendor's Proposal must provide cost structures as described in Section VII.

Tab 3 - Experience of Firm and Dedicated Staff: Provide a summary of the Vendor's experience in delivering similar Services and solutions. Make every attempt to match experiences to specific requirements listed in this RFP in order to illustrate specific experiences that qualify the Vendor to deliver the Services. Also include the Vendor's capacity for delivering this proposed Services in this Tab.

Tab 4 - References: List at least three (3) other clients for whom the Vendor has provided services similar to the Services (with preference given to clients comparable to PA Cyber) and, for each such reference, the business name, the identification of a contact person, the title of the contact person, a telephone number and email address.

Tab 5 – Schedule Forms: It is required that the attached schedule forms be completed and returned with your Proposal organized in alphabetical order. If any form is not applicable, the form should be returned stating “not applicable”. For all schedule forms, original signature pages are required.

IX. GENERAL CONDITIONS

A. COMPLIANCE WITH LAWS. The Proposal shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, county and other local government agencies, which may in any manner affect the performance of the contract. The Vendor, as an employer, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, sex or national origin, nor otherwise commit an unfair employment practice.

B. INCURRED COSTS. PA Cyber is not liable for any cost incurred by the Vendor prior to the signing of a Services Agreement by all parties.

C. NEGOTIATION OF SERVICES AGREEMENT. PA Cyber reserves the right to reject any or all proposals or to award a Services Agreement to the next most qualified Vendor if the successful Vendor does not execute a Services Agreement within twenty (20) days after award of proposal. At its sole discretion, PA Cyber may extend the date for award of the Services Agreement. PA Cyber reserves the right to negotiate any or all terms upon award of proposal.

D. ETHICS IN PUBLIC CONTRACTING. By submitting its Proposal, Vendor certifies that its Proposal is submitted without collusion or fraud, that it has not offered or received any kickback or inducement from any other Vendor, supplier, manufacturer, subcontractor, customer or other person in connection with its Proposal and that it has not conferred on any public employee or official having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, employment, service or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. PROHIBITED CONTACT. REGISTERED AND NON-REGISTERED LOBBYING OF PA CYBER STAFF MEMBERS OR BOARD MEMBERS WITH RESPECT TO A PENDING PROJECT OR AWARD IS PROHIBITED DURING THE TIME BETWEEN THE DATE THE RFP IS ADVERTISED AND THE DATE A FINAL CONTRACT IS AWARDED. ANY CONTACT BETWEEN PA CYBER STAFF MEMBERS OR BOARD MEMBERS AND ANY REPRESENTATIVE OF A VENDOR RELATING TO A PENDING PROJECT OR AWARD (WHETHER BY WRITING, TELEPHONE, E-MAIL OR OTHERWISE) OUTSIDE OF PROPERLY SCHEDULED MEETINGS, OTHER THAN AS INTENDED AND INITIATED BY A PA CYBER STAFF MEMBER OR A BOARD MEMBER, SHALL BE GROUNDS FOR DISQUALIFICATION OF THE VENDOR FROM THE RFP RESPONSE PROCESS. BY SUBMITTING A PROPOSAL, THE VENDOR REPRESENTS AND WARRANTS THAT IT HAS NOT MADE, AND WILL NOT MAKE, ANY CONTACT PROHIBITED BY THIS PARAGRAPH.

F. CONFLICT OF INTEREST. Vendor certifies that no PA Cyber Board member, staff member or any PA Cyber employee has a financial or beneficial interest in the Vendor.

G. INSURANCE. By submitting a Proposal in response to this RFP, the Vendor certifies that, if awarded a contract, it will have the insurance coverage required for performance of the Services, if any, at the time the work commences. Additionally, the Vendor certifies that it will maintain this insurance coverage throughout the entire term of the Services Agreement and that all insurance coverage shall be provided by insurance companies authorized to sell insurance in Pennsylvania. During the term of the Services Agreement, PA Cyber reserves the right to require the successful Vendor to furnish certificates of any required insurance for the coverage required by PA Cyber, if any is required.

H. CONFIDENTIAL AND PROPRIETARY INFORMATION. All materials submitted by Vendors under this RFP will be subject to (i) Pennsylvania's Right to Know Law (65 P.S. §§ 67.101, *et seq.* ("RTKL")) and (ii) any other laws or regulations applicable to the disclosure of documents submitted under this RFP. By submitting a Response, a Vendor certifies that it has familiarized itself with the RTKL and made its own determination as to whether any of the information contained in its Response will be subject to public disclosure at any point during or after the RFP process. Any Vendor that determines it must divulge confidential proprietary information or trade secrets in its Response must (a) submit the form and signed written statement attached to this RFP as Schedule F, and (b) provide a redacted version of its Response, which removes only the confidential proprietary information and trade secrets, for required public disclosure. Any information not identified as confidential proprietary information and/or trade secrets in accordance with the requirements of this paragraph will not be considered by PA Cyber to be exempt under the RTKL. In no event shall PA Cyber or any of its representatives, consultants, or employees be liable to Vendor for the disclosure of any materials or information submitted

by a Vendor in response to this RFP. All materials submitted in response to this RFP shall be considered the property of PA Cyber and may be returned to Vendor at PA Cyber's sole discretion. Notwithstanding any copyright designations in Vendor's Response, PA Cyber will have the right to (i) reproduce and distribute Vendor's Response internally, and (ii) comply with the RTKL and other disclosure requirements under the laws, statutes and regulations of the Commonwealth of Pennsylvania and/or the United States of America or rule or order of any court of competent jurisdiction.

I. BINDING NATURE OF THIS RFP. By submitting a Proposal, the Vendor agrees to be bound by all of the provisions of this RFP. The Vendor further agrees that, if it becomes the successful Vendor, the Vendor and its successors and assigns will continue to be bound by the provisions of the RFP for the duration of the Services Agreement term except to the extent any provision hereof is explicitly waived in the Services Agreement.

J. APPLICABLE LAWS AND COURTS. This RFP and any related Proposal and resulting Services Agreement shall be governed in all respects by the laws of the Commonwealth of Pennsylvania. Jurisdiction over any matter arising in connection with this RFP or any related Proposal or resulting Services Agreement hereunder shall be held by the state and federal courts having jurisdiction in Allegheny County, Pennsylvania and the Western Federal District (Pittsburgh).

K. ADDITIONAL INFORMATION. PA Cyber reserves the right to request clarification of information submitted and to request additional information of one or more Vendors.

L. CAPTIONS. Headings in all sections of this document are provided as a convenience only, and shall not affect the interpretation of this instrument, its attachments, and addenda.

M. DEBARMENT. Vendor certifies that the Vendor's principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. If Vendor is unable to certify to any of the above, Vendor shall attach an explanation to its Proposal.

RFP SCHEDULES

CERTIFICATION OF PROPOSAL

I (We) have read The Pennsylvania Cyber Charter School (“PA Cyber”) Request for Proposal (“RFP”) and fully understand its intent. I (We) certify that I (we) have adequate personnel and resources to fulfill the proposal requirements. I (We) further understand that our ability to meet the criteria and provide the required services shall be judged solely by PA Cyber.

I (We) further certify that, since the receipt of this RFP, no contact, discussion, or negotiation has been made nor will be made regarding this proposal, with any PA Cyber employee or Board Member other than the listed contact people in the RFP. I (We) understand that any such contact could disqualify this proposal.

I (We) certify that all schedules and addenda contained herein shall be considered part of the entire RFP and that the complete documents submitted shall be considered a legally binding document.

Submitted by:

Proposer’s Name

Authorized Signature

Name and Title

Telephone

Date

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR RESPONSE.
Unsigned responses will not be considered.

ORGANIZATION

Entity Name _____

Principal Name/Title _____

Address _____

Phone _____

Fax _____

HISTORY/PROFILE OF PROPOSER OR PROPOSER'S FIRM.

DESCRIPTION OF ORGANIZATION (IF APPLICABLE). DESCRIBE IN DETAIL YOUR FIRM'S QUALIFICATIONS AND CAPABILITIES LISTED IN SCOPE OF SERVICES.

ATTACH RESUMES OR ANY ADDITIONAL INFORMATION ABOUT THE PROPOSER OR HIS OR HER COLLEAGUES THAT MAY BE CALLED UPON TO CONSULT WITH PA CYBER.

**If additional space is needed, please attach information as an addendum to this Schedule B.

REFERENCES, EXPERIENCE AND EXPERTISE

Provide a list of organizations for whom you have provided the Services outlined in this RFP in the last three (3) years. Provide a short summary of the Services provided and the dates of Service. Please include a name and telephone number of a contact person who supervised your work where possible.

**If additional space is needed, please attach information as an addendum to this Schedule C.

COST

- A. I (We) the undersigned, hereby propose to furnish all supervision, labor, materials, tools, equipment, supplies, services, insurance, transportation, and other incidental requirements necessary to perform the work in accordance with the foregoing RFP. The price quoted in the Proposal will be held firm for the duration of the contract period.

Please itemize any services or other expenses that are not included in the Vendor's Proposal.

*If additional space is needed, please attach information as an addendum to this Schedule D.

COST

- B. I (We) acknowledge receipt of the following RFP addenda and have included their provisions in our proposal: (only necessary if additional RFP addenda have been issued)

Addendum No. _____ Addendum Date _____

- C. I (We) agree to hold the RFP amount firm for thirty (30) calendar days after the receipt of the proposal by PA Cyber. The contract period will be for one (1) year.

- D. I (We) have read and understand the RFP documents. Furthermore, I (We) are prepared to comply with all the requirements contained therein. Submitted by:

Proposer's Name

Authorized Signature

Name and Title

Telephone

Date

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR RESPONSE.

Unsigned responses will not be considered.

NON-COLLUSION AFFIDAVIT

State of _____ :

County of _____ :

I state that I am the _____ of _____
(Title) (Name of Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, shareholders, principals, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this RFP response.

I hereby certify that:

(1) The price(s) and amount(s) of this RFP response have been arrived at independently and without consultation, communication or agreement with any other Vendor.

(2) Neither the price(s) nor the amount(s) of this RFP response, and neither the approximate price(s) nor approximate amount(s) of this RFP response, have been disclosed to any other firm or person who is a Vendor or potential Vendor, and the price(s) and/or amount(s) will not be disclosed before RFP response opening.

(3) No attempt has been made or will be made to induce any other firm or person to refrain from RFP response ding on this contract, or to refrain from submitting a RFP response higher than this RFP response, or to submit any intentionally high or noncompetitive RFP response or other form of complementary or bogus RFP response.

(4) The RFP response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any other firm or persons to submit an intentionally high or noncompetitive RFP response or other form of complementary or bogus RFP response.

(5) _____, its affiliates,
(Name of Firm)
subsidiaries, shareholders, principals, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction involving conspiracy or collusion with respect to RFP response ding on any public contract, except as follows:

Schedule E (Continued)

I further certify that _____ understands,

(Name of Firm)

acknowledges, and agrees that the above representations are material and important and will be materially relied upon by PA Cyber in awarding the contract(s) for which this RFP response is submitted. I understand and agree, and my firm understands and agrees, that any misstatement in this affidavit is and shall be treated as fraudulent concealment from PA Cyber of the true facts relating to the submission of RFP response s for this contract.

 (Name and Company Position)

STATE OF _____)
) SS:
 COUNTY OF _____)

On this ____ day of _____, 2022, before me, a Notary Public, the undersigned officer, personally appeared _____, the _____ of _____, a _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that s/he executed the same for the purposes therein contained as the _____ of _____.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

 Notary Public

MY COMMISSION EXPIRES:

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR RESPONSE.
 Unsigned responses will not be considered.

**TRADE SECRET/CONFIDENTIAL
PROPRIETARY INFORMATION NOTICE**

Please provide a list detailing the portions of the Response being submitted that Vendor believes constitute trade secrets or confidential proprietary information (collectively, “CPI”), along with an explanation of why it believes the information constitutes CPI. Vendor’s Response and all other materials submitted with the Response must be marked in such a way to allow PA Cyber to easily identify the portion which Vendor alleges constitutes CPI. It is the responsibility of the Vendor to ensure that all statements and assertions made on this form are legally defensible and accurate.

Name of Vendor: _____

Vendor Contact Information: _____

Page No.	Description of CPI	Explanation

*Attach additional pages, if necessary.

TRADE SECRET/CONFIDENTIAL
PROPRIETARY INFORMATION NOTICE

Acknowledgment

Vendor hereby agrees that it has read and completed this form and has marked its Response in accordance with the instructions above. Vendor agrees that PA Cyber is not liable for the use or disclosure of CPI that has not been marked and accompanied by a specific explanation and/or supported by a valid legal basis. Vendor agrees to defend any action seeking release of materials it believes to be CPI and indemnify and hold harmless PA Cyber, its agents, officers and employees from any judgments awarded against PA Cyber in favor of a party requesting the materials, and any and all costs connected with that defense. Vendor acknowledges that PA Cyber reserves the right to reject Vendor's claim of CPI if PA Cyber determines that Vendor has not met its burden of establishing that the information constitutes CPI.

Signature:

Name: _____

Title: _____

Date: _____