



Request for Proposal

for

LCCC Online Tutoring Service RFP

Proposal Due Date: August 3, 2022 by 2 PM

4525 Education Park Drive Schnecksville,
PA 18078
610-799-2121

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Introduction

Lehigh Carbon Community College (LCCC) is initiating a process for the selection of a vendor to provide the College with “Online Tutoring” services. The College is requesting written responses to this proposal. The proposals are due on August 3, 2022. Proposals will not be accepted after that date.

The Request for Proposal (RFP) is part of a competitive process that will be undertaken in order to serve the College’s best interests and provide vendors with a fair opportunity for their professional services to be considered. Representatives from the College will evaluate the proposals based upon a number of factors including, but not limited to fees, services, and qualifications. The final determination will be based on the proposal which, in the opinion of the selection committee and the College, best serves the interest of the College. The College reserves the right to reject any or all proposals or select a single item from any proposal or to cure any non-material oversight.

All parties interested in providing services requested in this proposal must fulfill the requirements defined herein and accept terms and conditions as stated in the college’s “Independent Contractor Agreement.”

Timeline

Date of Issue:	June 25, 2022
Clarifying Questions Deadline	July 11, 2022
Proposal Due Date	August 3, 2022 by 2 PM
Presentations Tentatively	Mid-August/Beginning of September
Award contract-Tentatively	October 7, 2022

Contact Information

Questions concerning the RFP should be directed to:
Susan Lindenmuth, Purchasing & Contracts Manager slindenmuth@lccc.edu
Phone: 610-799-1151
Fax: 610-799-1566

General Instructions for Proposal

a) Proposal Content-A completed proposal must contain the following:

- Appendix A-Requirements of Proposal (responses required)
- Appendix B-Proposal Form-completed by an individual authorized to bind the vendor. All proposals submitted without proposal form may be deemed inadequate.
- Appendix C-Non collusion Affidavit
- Completed Hecvat Lite 3.0
- Three (3) references-college clients

Submission of Proposal

Written proposals are to be received by August 3, 2022 at the office of the Purchasing & Contracts Manager, Lehigh Carbon Community College, 4525 Education Park Dr., Schnecksville, PA 18078, (Attention: Ms. Susan Lindenmuth). Three (3) paper copies & one (1) thumb drive of the proposals must be in a sealed envelope marked “LCCC Online Tutoring Service Proposal.”

General Information

Lehigh Carbon Community College is a community college with the main campus in Schnecksville, Pa., and sites in Tamaqua and Allentown, Pa. Classes in the aviation program are offered at the Lehigh Valley International Airport. The college was founded in 1966 and offers associate's degrees and certificates, as well as workforce training and community education. Whether students are taking their first two years of their bachelor's degree, preparing for immediate employment or just exploring a new interest, LCCC offers programs for everyone, including more than 90 degrees, certificates and specialized programs.

The college serves more than 10,000 credit and 4300 noncredit students annually and employs more than 260 full-time staff, administrators and faculty, and more than 580 part-time employees and adjunct faculty.

Appendix A **Scope of Work**

Overview

Lehigh Carbon Community College offers tutoring face-to-face, remotely, and through an online service. The College is seeking to streamline the remote and online tutoring services to one product using our college-employed tutors when possible and other tutors in the hours outside regular business hours, for 24-hours of availability, 7 days a week. Tutors should be available for most associate degree subject areas including science, mathematics, social sciences, computer science and networking, business, English, world languages, nursing, and other general education and developmental coursework.

It is anticipated that these services will be paid for by LCCC, through an annual contract and not be charged to the students. The platform must be accessed through the myLCCC Portal (SAML authentication) and Canvas LMS (LTI integration). The product must offer ways for students to access technical support at all times and must offer clear and simple access through existing portal/LMS.

Goal

LCCC's goal is to offer convenient tutoring services (at no cost to students) through the use of remote, online (vendor provided) and face-to-face services. Tutoring subjects must mirror the course offerings at LCCC and be offered with flexibility of schedule (24 hours a day/7 days week). Tutoring sessions must support existing academic areas as well as general skills such as APA/MLA formatting and style, resume writing, and college success skills related to individual assignments, such as information literacy.

Project Elements

Please provide pricing, full listings of subject areas offered (times offered, if not 24-hours/7 days a week), and additional features, such as the ability to integrate LCCC tutors into the platform, video tutorials, training and set-up fees/support fees. Please provide the cost breakdown by hour and include any subjects with additional charges or limits of use.

Elements of Proposal

Please provide a description of the following:

- Provide overview of services, fees, duration of sessions and qualifications of tutors.
- Provide links to demos of the product and references from other college clients.
- Provide details of the experience, background and expertise of the support team that will be assigned to the product
- Provide details of the level of support and associated SLAs that will be provided
- Product set-up/Portal/LMS integration
- Client communication
- Troubleshooting
- Ongoing Student Support
- LCCC Remote Tutor Integration/Training
- Provide details about tutoring session review

- Provide protocol for student complaint/reporting
- Provide student transcription of tutoring sessions and /or video recordings.
- Completed [HECVAT 3.0x](https://library.educause.edu/-/media/files/library/2022/3/hecvatlite302.xlsx) (Full or Lite - <https://library.educause.edu/-/media/files/library/2022/3/hecvatlite302.xlsx>)
- Provide images of administrative portal to manage hours/cost
- Daily dashboard reporting capabilities
- Ability to integrate scheduling for LCCC remote tutoring and possibility to use system for data/analytics.
- Usage Details (student, type of session, subject, times (hour) tutored, day of week) Student Usage Details) (individual student, # of sessions, minutes billed, tutor name)
- Taxonomy Report (subjects, topics or keywords)
- Provide policy and procedures for protecting the academic integrity of tests/quizzes in tutoring environment.
- Provide explanation for session fees/charges for empty/abandoned sessions
- Provide explanation for how drop-in sessions are offered. (chat or video/audio?)
- Include images of student experience from start of service to conclusion.

Presentations

Upon the receipt of the proposals, the committee will choose finalists who most closely match required criteria. Finalists will be invited to present the product to the committee remotely, through the zoom meeting platform.

Criteria

LCCC's committee will evaluate the proposals according to the following criteria:

- Company history/reputation
- Student experience/ease of use
- Ability to integrate scheduling
- LMS Integration
- Administrative portal/Usage details/Taxonomy report
- Technical support/college facing
- Technical support/student facing
- Policy alignment with LCCC (test/quiz integrity)
- Pricing and fees

Appendix C
NON-COLLUSION AFFIDAVIT

State of _____:

County of _____: s.s.

I state that I am the _____ (Title) of _____ (Name of Firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the prices(s) and the amount of this proposal.

I state that:

1. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, proposer or potential proposer.
2. Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before the proposal submission date.
3. No attempt has been made or will be made to induce any firm or person to refrain from proposing on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
4. The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
5. _____ (Name of Firm) its affiliates, subsidiaries, 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 proposing and/or bidding on any public contract, except as follows:

I state that _____ (Name of Firm) understands and acknowledges that the above representations are material and important, and will be relied upon by the Department of General Services in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Department of General Services of the true facts relating to the submission of this proposal.

(Signature)

(Signatory's Printed Name)

(Signatory's Title)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY OF
_____, 20____

Notary Public

My Commission Expires

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the “Agreement”) is made and entered into as of the ____ day of _____, by and between LEHIGH CARBON COMMUNITY COLLEGE, with its principal office at 4525 Education Park Drive, Schnecksville, PA 18078, (the “College”), and _____, of _____ (the “Contractor”).

BACKGROUND

WHEREAS, Contractor has extensive expertise and training in _____; and

WHEREAS, the College desires to engage Contractor to provide _____ services to the College upon the terms and conditions set forth herein; and

WHEREAS, Contractor is willing to provide _____ services to the College upon the terms and conditions set forth herein.

NOW, THEREFORE, the parties, intending to be legally bound, and in consideration of the mutual covenants and promises contained in this Agreement, do hereby agree as follows:

1. RECITALS. The recitals set forth above are incorporated herein as if fully set forth at length.

2. SERVICES. Contractor hereby agrees to be retained by the College, as an independent contractor, to provide _____ services to the College as set forth on Schedule “A” attached hereto and incorporated herein.

A. Contractor shall supply, at Contractor’s sole expense, all equipment, materials and/or supplies required to perform the duties and responsibilities of Contractor hereunder, and shall determine, in Contractor’s discretion, but subject to the rules and requirements of the College, the times, daily schedule, itinerary and hours Contractor shall devote to the duties of Contractor hereunder.

B. Contractor hereby represents and warrants to the College that Contractor has, and will at all times hereunder have, the requisite certifications, expertise, experience, personnel and equipment to perform the services required hereunder.

3. COMPENSATION. The Contractor’s compensation for services rendered hereunder shall be as set forth on Schedule “B” attached hereto. Contractor shall not be entitled to reimbursement for any expenses incurred by Contractor in performing Contractor’s services hereunder except for those expressly set forth on Schedule “B” attached hereto.

4. TERM AND TERMINATION.

A. Term. The term of this Agreement shall commence on _____ and end on _____, unless otherwise terminated by either party in accordance with this Agreement.

B. Termination. The College or the Contractor may terminate this Agreement by giving the other party at least sixty (60) days prior written notice of such termination. Upon termination hereunder, all obligations, duties and responsibilities of the parties shall immediately cease except as follows: (1) the College shall remain obligated to pay any compensation earned by Contractor prior to the date of termination; and (2) any obligations, promises or covenants in this Agreement that are expressly made to extend beyond termination of this Agreement shall remain in effect.

5. AFFIRMATIVE COVENANTS OF CONTRACTOR. During the term of this Agreement, Contractor shall:

A. Provide and perform the services required of Contractor hereunder in accordance with all federal, state and local laws and regulations;

B. Identify Contractor as being an independent contractor associated with the College; and

C. Maintain and keep current all licenses and certifications necessary for Contractor to provide and perform the services required of Contractor hereunder.

6. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to the College that: (a) there are no restrictions, by law, regulation, or otherwise, which would prevent or make unlawful Contractor's execution of this Agreement, Contractor's engagement hereunder or the performance of Contractor's services hereunder; (b) Contractor's execution of this Agreement and Contractor's engagement hereunder do not constitute a breach of any other contract, agreement or understanding, oral or written, to which Contractor is a party or by which Contractor is bound; and (c) Contractor is free and able to enter into this Agreement with the College, and to perform all of Contractor's duties contemplated hereby. Contractor hereby agrees to indemnify, defend and hold harmless the College from and against all claims, judgments, losses, damages, settlements, costs and expenses incurred or suffered by the College as a result of a breach by Contractor under this Section.

7. INDEPENDENT CONTRACTOR. It is hereby understood and agreed that Contractor in performing the services pursuant to this agreement is acting in the capacity of an independent contractor, and that Contractor is not an agent, servant, partner, joint venture, or employee of the College. Contractor shall be solely responsible to pay all employment taxes, all withholdings, unemployment compensation contributions and other employment related matters applicable to any of Contractor's employees. Notwithstanding the foregoing, Contractor shall

devote the appropriate amount of time necessary to provide the services described herein, and will operate within the rules and policies of the College as may be amended from time to time. Contractor shall maintain such child abuse history and/or criminal history background checks for Contractor, and any other individuals who may be providing services to the College pursuant to this Agreement, as may be required by the College and by Pennsylvania law. The College acknowledges that as an independent contractor, Contractor may, during the term of this Agreement, be engaged in other business activity rendering the same or similar services to other organizations.

8. INDEMNIFICATION. Contractor hereby agrees to defend, indemnify, protect and hold harmless the College from and against any and all claims, suits, damages and liabilities of any kind arising as a result of, or caused by, the negligence of Contractor, Contractor's agents, officers, employees or contractors, and/or the breach by Contractor of any of Contractor's obligations hereunder.

9. INSURANCE. Contractor shall at all times hereunder maintain general liability insurance of not less than \$1,000,000.00 combined single limit coverage, and professional liability insurance of not less than \$1,000,000.00 combined single limit coverage, with the College and its employees listed on each such insurance policy as additional named insureds. Prior to commencement of the term of this Agreement, and thereafter upon reasonable request, Contractor shall provide the College with a Certificate of Insurance reflecting the aforesaid insurance coverage requirements. Contractor shall notify the College in writing within thirty (30) days of any change in said coverage, and within three (3) business days of receiving any notice of termination of said coverage.

10. CONFIDENTIALITY. Contractor acknowledges and agrees that this Agreement creates a relationship of confidence and trust on the part of Contractor for the benefit of the College. During the term of this Agreement, Contractor may be responsible, in whole or in part, for the creation of, or may acquire, certain confidential information of the College, including but not limited to education records, and Contractor acknowledges that the College would not have entered into this Agreement unless it were assured that all confidential information would be held in confidence by Contractor for the sole benefit of the College. Therefore, during the term of this Agreement and at all times thereafter, Contractor will keep all of such confidential information in confidence and will not disclose any of the same to any other person, except to such persons designated in writing by the College. Contractor will not cause, suffer or permit the confidential information to be used for the gain or benefit of any party other than the College, or for Contractor's personal gain or benefit outside the scope of Contractor's engagement by the College hereunder. The Contractor shall take all reasonable action that the College deems necessary or appropriate to prevent the unauthorized use or disclosure of, or to protect the College's interests in, such confidential information.

A. Contractor acknowledges and agrees that any and all technologies, documents, lists, software, systems, disks, tapes, designs, inventions, processes, enhancements, improvements, theories, discoveries, materials and/or creations, whether or not confidential information, made or created, in whole or in part, by Contractor, in the course of or relating to

Contractor's engagement with the College (individually a "Creation" and collectively "Creations") were, are and shall each be treated as and shall remain a "work for hire" by Contractor for and on behalf of the College.

B. Contractor shall and does hereby unconditionally and irrevocably assign to the College any and all right, title and interest that Contractor, had, has and/or from and after the date hereof may have in or to any of such Creations, without any additional compensation, and free of any and all liens, interests and/or encumbrances of any form, nature or type. Upon discovery and/or conception of any Creation, Contractor shall, at the request and cost of the College, sign, execute, make and deliver any and all such deeds, assignments, documents and other instruments, and do any and all such acts and things, as the College may reasonably require, (i) to apply for, obtain and/or vest in the name of the College alone (unless the College otherwise so directs in writing) letters, patent, copyrights and/or any other analogous protection in the United States of America or any other country; and, when and as so obtained or, vested, to renew and restore the same; and (ii) to defend any opposition proceedings in respect of any such applications and any opposition proceedings or petitions or applications for revocation of any such letters patent, copyright and/or other analogous protections. Contractor further covenants and agrees that the compensation and benefits to which Contractor may be entitled pursuant to this Agreement includes payment for Contractor's assignment of any and all such rights, title and interests to the College, including any and all copyrights, patent rights, patent applications, and any and all other intellectual property rights of Contractor in and to any of the Creations.

11. SURVIVAL. Sections 6, 7, 8, and 10 of this Agreement shall survive termination of this Agreement.

12. MISCELLANEOUS.

A. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the College, its successors and assigns, and upon Contractor, Contractor's successors, heirs, executors, administrators and legal representatives.

B. Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

C. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.

D. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, or commitments between the parties. This Agreement may only be modified by a written agreement signed by both parties hereto with the approval of the Board of Directors of the College.

E. Notices. Any notice required or permitted to be given hereunder shall be sufficient if in writing and delivered (i) in person, or (ii) by nationally recognized courier including (but not limited to) FedEx, UPS or USPS via a delivery confirmation service, to the

parties at the addresses first set forth herein, or at such other address as either party may designate in writing. All notices hereunder shall be deemed delivered when received by the party to whom it was sent.

F. Waiver. The waiver by either party of a breach of any provision of this Agreement by the other party shall not be construed as a waiver of any subsequent breach by said party.

G. Headings. The headings of the Sections herein are for reference only; they form no part of this Agreement and shall not in any way affect its meaning or interpretation.

H. Execution and Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

I. Budget Approval. The College obligation hereunder is subject to approval by its Sponsor of the annual budget. The College covenants to include in its annual budget for approval for the term hereof the amounts payable hereunder. The College does not guarantee approval of the budget.

J. Conflicts. In the event of a conflict between the terms of this Agreement and the terms set forth on any attachment or schedule, the terms of this Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year set forth above.

COLLEGE:

LEHIGH CARBON COMMUNITY COLLEGE

By: _____

Title: _____

Date:

CONTRACTOR:

Date:

SCHEDULE "A"
SCOPE OF SERVICES

SCHEDULE "B"
FEEES