

# Pleasanton Unified School District



## Request for Proposal For In-Person Tutoring Services 2021-22-03

Request for Qualifications Issued:

Questions due to [purchasing@pleasantonusd.net](mailto:purchasing@pleasantonusd.net)

Responses provided on <http://go.pleasantonusd.net/bids>

Proposals due to [purchasing@pleasantonusd.net](mailto:purchasing@pleasantonusd.net)

Potential vendor interviews

Potential contract presented to Board of Trustees

August 27, 2021

September 9, 2021

September 16, 2021

September 23, 2021

September 30, 2021

October 14, 2021

Pleasanton Unified School District  
Purchasing Department  
4750 First Street  
Pleasanton, CA 94566  
[purchasing@pleasantonusd.net](mailto:purchasing@pleasantonusd.net)

August 20, 2021

Notice is hereby given that the governing board ("Board") of the Pleasanton Unified School District ("District" or "PUSD") will receive electronic proposals for the following:

**In-person tutoring services performed by professional and highly qualified teachers to provide student interventions in various academic content areas, across grades K-12.**

Electronic proposals shall be submitted to the Purchasing Coordinator, Pleasanton USD, [purchasing@pleasantonusd.net](mailto:purchasing@pleasantonusd.net) on or before **2 PM on September 23, 2021**

In advance of proposal submissions, questions may be submitted via email to [purchasing@pleasantonusd.net](mailto:purchasing@pleasantonusd.net) by **12 noon on September 6, 2021**. Questions submitted to any other employee of the District or member of the District's Governing Board will result in automatic rejection of Proposal.

The District will post any addenda to this RFP on our website at:

<http://go.pleasantonusd.net/bids>

Proposers are responsible for checking this page for additional information prior to submitting responses. The District will not consider or accept any proposals from contractors or their subcontractors who do not possess all appropriate and required licenses, specifically CBEST and relevant California Teaching Credentials, or other permits to perform the work identified in this document. The Proposer's license(s) must remain active and in good standing throughout the term of any contract or agreement that may be executed.

Vendors who wish to be considered as a service provider to the District may submit proposals. Each proposal must conform and be responsive to the requirements outlined in this document.

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# 1.0 Introduction

## 1.1 Background and Overview of Requested Solution

The Pleasanton Unified School District (District) is soliciting proposals for:

**In-Person tutoring services performed at PUSD school sites by professional and highly qualified teachers to provide student interventions in various academic content areas.**

## 1.2 Introduction to District

The District is a mid-sized K-12 school district located in Alameda County, northern California. Enrollment is approximately 15,000 students in 15 schools: two comprehensive high schools, one alternative high school, three middle schools and nine elementary schools. Pleasanton's population is approximately 85,000 citizens.

## 1.3 Reservation of Rights

The District reserves the right to award all, none, or select portions of this RFP to one or multiple vendors. The District reserves the right to negotiate terms and conditions of the RFP as necessary, to reject any or all proposals, to increase quantities, and to waive any irregularities or informalities in the RFP or in this process. The District reserves the right to modify the RFP documents, or any portion thereof, by the issuance of written addenda posted on the District website (<http://go.pleasantonusd.net/bids>). In the event the District shall modify any portion of the RFP documents pursuant to the foregoing, the proposal submitted by any Vendor shall be deemed to include any and all modifications reflected in any addenda issued.

The District reserves the right to conduct a background inquiry of the selected Vendor(s) which may include collection of contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal, Vendor consents to such an inquiry and agrees to make available such books and records deemed necessary to conduct the inquiry.

The District shall have the right to negotiate any and all of the final terms and conditions of any Agreement with Vendor and nothing in this RFP or any Response shall be deemed or construed as a limitation of such rights. This RFP is solely a solicitation for Vendor qualifications and proposals. Neither this RFP, nor any response to this RFP shall be deemed or construed to: (i) create any contractual relationship between the District and any Vendor; (ii) create any

obligation for the District to enter into a contract with any firm or other party; or (iii) serve as the basis for a claim for reimbursement for costs associated with submittal of any Proposal.

PROVISIONS REQUIRED BY LAW: Vendor acknowledges that it has conducted and performed the required research to become aware and knowledgeable of all federal, state and local laws/statutes that are referenced herein, may pertain to and/or govern the procurement activities and transactions covered by this RFP. These provisions of law and any clause required by law that is associated with and relates to this RFP and any resulting contract will be read and enforced as though it were included herein.

## 1.4 Data Privacy Requirements

Vendors' products and services must be fully compliant with all applicable data privacy requirements including all local Board policy as well as state and federal laws. Vendors who will store student information in their electronic systems will be required to execute the most recent version of California Student Data Privacy Agreement (CSDPA).

## 1.5 Indemnification and Hold Harmless

Vendor will indemnify, defend and hold harmless the District, its agents, employees and assigns, including independent contractors, and any Participant contracting with Vendor (Indemnified Parties) from any and all claims, demands, suits, proceedings, loss, cost and damages of every kind and description, including any attorney's fees and/or litigation expenses, which might be brought or made against or incurred by Indemnified Parties on account of loss or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of contractor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to this RFP, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of the Vendor, and/or its subcontractors or claims under similar such laws or obligations. Vendor's obligation under this section will not extend to any liability caused by the sole negligence of Indemnified Parties.

## 1.6 Public Records Requests

All records, documents, drawings, plans, specifications and other materials submitted by Vendor in its proposal, during the procurement process, and during the course of any work awarded shall become the exclusive property of the District and may be deemed public records and subject to the provisions of the California Public Records Act (Government Code, sections 6250 et seq.). The District's use and disclosure of its records are governed by this Act. The District will accept information clearly labeled "TRADE SECRET," "CONFIDENTIAL," or

“PROPRIETARY” as determined by the submitting party in accordance with the Act. The District will endeavor to inform Vendor of any request for the disclosure of such information. Under no circumstances, however, will the District be responsible or liable to Vendor or any other party for the disclosure of any such labeled information. Vendors that indiscriminately identify all or most of their proposal as exempt from disclosure without justification may, at the District’s discretion, be deemed non-responsive; and such information shall be deemed public records.

The District will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of “Trade Secret,” “Confidential” or “Proprietary.” If litigation is brought under the Public Records Act concerning documents submitted in response to this RFP, the appropriate Vendor shall indemnify, defend and hold harmless the District in such litigation.

The District reserves the right to withhold information for review by competitors until after it has completed its evaluation.

## 1.7 Covenant Against Gratuities

Vendor warrants by signing and submitting its proposal in response to this RFP that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Vendor or any agent or representative of Vendor to any officer or employee of the District with a view toward securing the contract or securing favorable treatment with respect to any determinations concerning the performance of the contract.

For breach or violation of this warranty, the District shall have the right to terminate the contract, either in whole or in part, and any loss or damage sustained by the the District or its Members in procuring on the open market any services which Vendor agreed to supply shall be borne and paid for by Vendor. The rights and remedies of the District or its Members provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Master Agreement or Purchase Agreement

## 1.8 Rules

The following rules and regulations must be followed by every Vendor/Contractor/Provider doing business with the District. Failure to comply may result in the removal of Vendor and/or members of Vendor’s crew from the job, and possible back charges for the District’s direct and indirect costs of implementation.

By submitting a proposal, Vendor agrees to abide by all applicable local, municipal, county, state and federal laws.

### FBI & DOJ Clearance

All Vendor personnel working in any District location site shall have attained the proper FBI and Department of Justice (DOJ) clearance as required by California Education Code 45125.1 and any other applicable laws. Vendor must comply with this requirement and, upon request from the District must demonstrate this clearance for all personnel prior to being allowed on the site. Those who are not cleared may not be allowed on the site.

Fraternization or other contact with students is strictly forbidden. Any Vendor working on a site where students are present when the District has determined that the contractor's employees or employees of subcontractor will have more than limited contact with the District's pupils must supply the District with certification that all employees on the project have been fingerprinted and approved per state law. Vendor must agree to abide by all District policies to enforce the safety of students.

#### Site Access, Working Conditions and Working Hours

If Vendor requires access to any school site, access to each site will be coordinated through the District's project representative a minimum of five (5) work days in advance. Site access schedule and work plan must be submitted and approved by the Vendor prior to the Vendor arriving onsite.

The District is a tobacco free school district. The use of tobacco or tobacco products is prohibited on any part of the District's grounds.

Anyone not directly involved in the scope of work shall not be on the job site, or the District's property. Vendor assumes full responsibility for all parties on the site who are there as a result of their direct or indirect involvement with the Vendor.

No pets (with the exception of service animals) are allowed on the District's property.

The Vendor shall supply prior to the start of work Certificate of Insurance coverages, as outlined in the [Insurance Requirement Acknowledgement \(Appendix B\)](#).

The District has a Zero Tolerance Policy that will be enforced towards negative or questionable conduct or behavior.

Professional and Neat Appearance of workforce shall be maintained at all times. No offensive, suggestive, or inappropriate attire will be permitted.

Use of foul, slanderous, offensive, discourteous or disrespectful language WILL NOT be tolerated.

"Cruising" or "Loitering" in District facilities is not permitted at any time. Employees or associates of the Vendor when not engaged in official activities as directed by their employer shall leave the District's property until their next time services are scheduled to be provided by the Vendor.

Vendor or its employees or associates are not allowed to be in any area of the District's property that has not been specifically authorized by the District or its designee without an official and designated escort.

Vendor will remove and replace all furniture and equipment as required. Vendor will liaison with the appropriate designated representative on relocation of any equipment. Note: the greatest care is to be taken in all cases when dealing with the District's equipment. Any damage is at the Vendor's expense. Vendor must notify the District two (2) days in advance when personal items must be removed or may be affected by the Vendor.

Vendor shall maintain the project area in the highest state of safety and cleanliness. During the work shift the areas will be kept orderly and not allowed to become cluttered or in a state where safety is compromised. At the end of each shift Vendor shall ensure that all project equipment, material and debris is properly stowed and secured, or picked up and disposed of as appropriate.

Vendor shall indemnify and hold harmless the District, its Board of Trustees, officers, agents, and employees from all actions, claims or demands arising from its work under the Agreement and any all resulting loss, damages, costs or attorney's fees.

Vendor, when required by law, and at the request of District, shall pay prevailing wages.

Contractors/Vendors will attest that when entering Pleasanton Unified School district facilities, they will abide by the Alameda County Public Health Guidelines, as well as the PUSD Contractor's Health and Safety Guidelines.



## 2.0 Proposals

### 2.1 Instructions to Vendors

All Proposals shall be submitted on the attached Proposal Form, provided as [Attachment 1](#). These instructions prescribe the mandatory Proposal Form and the approach for the development and presentation of Proposal information. Proposal Form instructions must be adhered to, all questions must be answered, and all requested data must be supplied. Vendor response to each of the minimum requirements in this RFP is required. Failure to respond or non-adherence to any minimum requirements in this section may be cause for the Proposal to be rejected.

Vendor shall submit a Proposal Form with all information requested. The Proposal should be as clear, complete, and consistent as possible. Some items in this section request a direct response or supporting information from the Vendor. Other items are written as statements of compliance. Vendor must confirm compliance/conformance to all statements in its response. All sections and subsections must be addressed. All documents requiring Vendor signature shall be executed by a duly authorized representative of Vendor. In addition to responding to the defined minimum requirements, the District encourages Vendor to submit information about additional functionality or services not specifically requested in the RFP and documentation to support the claims in the proposal.

Vendor's proposal should be constructed to provide a complete picture of the features of the proposed solution, the Vendor's qualifications to perform, and functionality or services that may distinguish the proposed solution from other competitive offerings. Proposals will be evaluated both on the satisfaction of the District's minimum requirements, as well as the additional information submitted by Vendors to depict their complete solutions. Additional material may be submitted with the proposal as appendices. No brochures or marketing materials will be considered when scoring Proposals. Any additional descriptive material that is used in support of any information in your proposal must be clearly identified.

Vendors must meet all essential requirements in each Section completed in Vendor's response to be awarded a purchase Agreement pursuant to this RFP. Essential requirements are denoted with two asterisks (\*\*). If Vendor does not offer aspects of a solution, Vendor may leave the Section asking for details about the Products not offered blank, and make a note "Not Included".

### 2.2 Proposal Schedule

Proposals must be received no later than **2:00 pm PST on Thursday, September 23, 2021**.

Request for Qualifications Issued:	August 27, 2021
Questions due to <a href="mailto:purchasing@pleasantonusd.net">purchasing@pleasantonusd.net</a>	September 9, 2021
Responses provided on <a href="http://go.pleasantonusd.net/bids">http://go.pleasantonusd.net/bids</a>	September 16, 2021
Proposals due to <a href="mailto:purchasing@pleasantonusd.net">purchasing@pleasantonusd.net</a>	September 23, 2021
Potential vendor interviews	September 30, 2021
Potential contract presented to Board of Trustees	October 14, 2021

The District assumes no responsibility for late delivery. If discrepancies between two (2) or more copies of the Proposal are found, the Proposal may be rejected. If, however, the Proposal is not rejected, the first copy submitted will be determined to be the correct Proposal.

### 2.3 Withdrawal of Proposals

A Vendor may withdraw the Proposal at any time prior to **2:00 pm PST on Thursday, September 23, 2021**, by submitting a written request for its withdrawal to the designated Purchasing contact, signed by the Vendor or authorized agent. The Vendor may thereafter submit a new or modified Proposal prior to the Proposal Submission Deadline. Modification offered in any other manner, oral or written, will not be considered. A Proposal cannot be changed, corrected, or withdrawn after **2:00 pm PST on Thursday, September 23, 2021**.

### 2.4 Format of Proposals

A Proposal should be prepared in such a way as to provide a straightforward description of Vendor qualifications to satisfy the requirements of this RFP. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and completeness and clarity of content.

The completed documents(s) should be without interlineations, alterations, or erasures. The Proposal should present all information in a concise manner, neatly arranged, legible, and in terms understandable for evaluation. All information requested is to be addressed directly and completely. It is more desirable to give additional information than less when the answer could be misinterpreted. **Responses must follow the District's prescribed format, including all required forms and response templates. Vendors must include all documents and forms indicated in the Proposal Submission Checklist provided. Write out all answers using the Proposal Form template provided.** Additional material may be submitted with the proposal as appendices. No brochures or marketing materials will be considered when scoring Proposals. **Cross-references to the Proposal Form in additional materials will not be considered responsive.** Any additional

descriptive material that is used in support of any information in your proposal must be clearly identified.

The person signing verifies that he/she is authorized to submit the proposal and bind Vendor to provide the products/services listed in the Proposal and any Purchase Agreement(s).

A Proposal which contains false or misleading statements, or which provides references which do not support an attribute or condition contended by Vendor, may be rejected if, in the opinion of the District, such information was intended to mislead the District in its evaluation of the Proposal, and the attribute, which is a condition or capability of a requirement of this RFP.

**Vendor to submit:**

(1) Electronic Proposal via email to [purchasing@pleasantonusd.net](mailto:purchasing@pleasantonusd.net) with RFP 2021-2022.03 In-Person Tutoring Services in the subject line.

## 2.5 Pricing

Purchases made pursuant to this RFP may include subscription-based licensing, product bundling, and training, maintenance and other additional services (“Additional Services”) as determined between the Vendor and the District. Pricing should include the following components:

- One-time implementation costs
- Annual on-going costs
- Service and add-on pricing

Pricing proposed on a sliding scale, “menu” format, or varying by tiers is highly recommended and encouraged to provide the District with purchasing options. ‘On-going pricing should be proposed for a **two (2) year term of service**, with an option to extend terms and pricing for annual renewals, for a total of an additional **three (3) years** beyond the ending date of the initial contract award.

Proposed pricing shall be valid for a period of one year (365 days) following the proposal due date.

## 2.6 References

Vendors should include at least three California public agency references for the proposed solutions. References to agencies should include full contact information for a primary point of contact, including name, email address, phone number and mailing address. References should also include basic agency information, including number of facilities/sites, number of employees and primary operating activities or purpose.

## 2.7 Evaluation, Interviews and Vendor Presentations

The District reserves the right to

- 1) conduct in-person interview(s) and/or require formal presentation(s) for all or a portion of the responding Vendors,
- 2) visit one (1) or more of the Vendor's current customer sites and speak with Vendor's current customer representatives
- 3) conduct discussions with responsible representatives who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements.
- 4) negotiate with and ask vendors to submit best and final offers.

Vendors shall be given fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. In conducting discussions, the District will not disclose information derived from proposals submitted by competing firms.

## 2.8 Award of Contract

During the period of delivery under a contract resulting from this RFP, if the price of an item decreases, the District shall receive a corresponding decrease in prices on the balance of the deliveries for as long as the lower prices are in effect. Vendor agrees to amend the Agreement to reflect the decreased pricing. At no time shall the prices charged to the District exceed the prices under which the RFP was awarded. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery, be given by the Vendor to any other school district or any other state, county, municipal or local government agency in a California County for the product(s) listed in the RFP. Any awarded agreement must include the right for the District to terminate the Agreement at any time during the term of Agreement with 30 days written notice to the Provider.

## 2.9 Expiration of Proposals

Proposals submitted by Vendors shall be valid for a period of one year (365 days) from the submission deadline for proposals of **2:00 pm PST on Thursday, September 23, 2021.**

## ATTACHMENT 1. Proposal Questionnaire (Statement of Work)

The following pages contain the Proposal Questionnaire that must be completed and returned with each proposal. No modification or alteration of this questionnaire will be permissible. Proposers who are unable to provide the requested information in the space provided should provide the full and complete response to the requested information on a separate page that is appended to the end of the proposal questionnaire. Proposers should clearly indicate in each response area of the Proposal Questionnaire that the response is provided on a separate page. Proposals may include all requested information on separate pages that follow the Proposal Questionnaire.

Pleasanton USD (PUSD) is seeking a catalog of acceptable and qualified providers of tutoring, on-site educational evaluation and tutoring program management services for the District. The catalog will establish the approved providers, along with their contact information, available services, specialties, subject areas, and student populations served. Any agreement issued as a result of this RFP does not guarantee any minimum amount of service or payment. Agreements with PUSD will not be issued unless a campus or department initiates a request for services. A provider shall not perform services with PUSD without a fully executed agreement and the issuance of a Purchase Order. A provider will be compensated by PUSD for services satisfactorily performed in accordance with the RFP and Agreement requirements.

The following describes the service and performance requirements that the selected vendors will be required to meet. Failure to address or to fully describe capabilities to accomplish all elements of this section will result in a loss of evaluation points.

The service requirements are as follows:

### Tutor Requirements

- Tutors are qualified and certified professionals shall pass PUSD fingerprinting requirement with DOJ and TB test – **MUST be a California resident**
- Grades K-12
- For In-person services - traveling to various campuses or locations throughout the District.
- Aligned to core curriculum in all subject areas
- Potential format on campus:
  - 1 on 1 tutoring
  - Up to 4:1 student/tutor ratio - Small group tutoring
  - Provide targeted support for English Learners
  - Provide targeted support for students with disabilities
  - Preparation for state testing and/or college entry exams
  - ‘Push In’ Interventions

- Tutoring sessions may occur Monday through Friday (Please include if sessions can include Saturdays)
- Academic year – August through June 3rd

**Tutoring Service Provider Requirements:**

- The Provider will ensure that instruction and content used are consistent and aligned with those of the school and District's Core Values, goals and standards
- Demonstrated record of effectiveness in increasing student academic achievement
- Tutoring is secular, neutral and faith neutral
- The Provider will provide the experience and qualifications of tutoring staff delivering tutoring services
- All individuals employed by or otherwise associated with the applicant who will have direct contact with students will, at the Provider's expense, comply with the provisions of California Education Code 45125.1
  - Fingerprinting/Criminal Background / Megan's Law requirements each employee before they have contact with students – **MUST be a California resident**
- The Provider will provide a method for how student's progress will be measured
- The Provider will provide a method to communicate student progress to parents and school administrators
- The Provider will provide a Scope of Service or proposal with the following details:
  - Duration of services

- o Number of students and tutors
- o Campus location where services will be provided
- o Detailed description of the tutoring program services to be provided
- o Itemized costs included on Proposal Form

The vendor's RFP response shall be organized in the following ordering, with each section clearly identified:

**Section I – Summary of Experience**

**Section II – Proposal Response to Performance Requirements – Vendor Response Forms**

If the Proposer does not have a response, the Proposer shall state 'not applicable' or 'unable to perform'.

**Section III – Proposal**

**Form Section IV –**

**Reference Form**

**Pleasanton Unified School District**  
**Response to RFP 2021-22-03: In-Person Tutoring Services**

VENDOR NAME:

VENDOR MAILING ADDRESS:

VENDOR PHONE NUMBER:

VENDOR EMAIL ADDRESS: