TutorMe

Region 10 Education Service Center

RFP R10-1126 Tutoring Services
Opening Date: Thursday, November 11, 2021, 2:00 PM

Submitted By:
TutorMe, LLC
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Proposal Form Checklist

The following documents must be submitted with the Proposal

The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 1 is a separate attachment (attachment B).

PROPOSAL PRICING: Attachment B is provided separately in a Microsoft Excel file and is required to complete your price proposal.

[X]   **PROPOSAL FORM 1: ATTACHMENT B - PRICING**

PERFORMANCE CAPABILITY:

[X]   **PROPOSAL FORM 2: QUESTIONNAIRE**

[X]   **PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION**

QUALIFICATION AND EXPERIENCE:

[X]   **PROPOSAL FORM 4: MANAGEMENT PERSONNEL**

[X]   **PROPOSAL FORM 5: REFERENCES AND EXPERIENCE QUESTIONNAIRE**

VALUE ADD:

[X]   **PROPOSAL FORM 6: VALUE ADD QUESTIONNAIRE**

OTHER REQUIRED PROPOSAL FORMS:

[X]   **PROPOSAL FORM 7: CLEAN AIR AND WATER ACT**

[X]   **PROPOSAL FORM 8: DEBARMENT NOTICE**

[X]   **PROPOSAL FORM 9: LOBBYING CERTIFICATION**

[X]   **PROPOSAL FORM 10: CONTRACTOR CERTIFICATION REQUIREMENTS**

[X]   **PROPOSAL FORM 11: ANTITRUST CERTIFICATION STATEMENTS**

[X]   **PROPOSAL FROM 12: IMPLEMENTATION OF HOUSE BILL 1295**

[X]   **PROPOSAL FROM 13: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION**

[X]   **PROPOSAL FORM 14: RESIDENT CERTIFICATION**

[X]   **PROPOSAL FORM 15: FEDERAL FUNDS CERIFICATION FORM**

[X]   **PROPOSAL FORM 16: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS**

[X]   **PROPOSAL FORM 17: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)**

[X]   **PROPOSAL FORM 18: NON-COLLUSION AFFIDAVIT**

[X]   **PROPOSAL FORM 19: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)**

[X]   **PROPOSAL FORM 20: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

[X]   **PROPOSAL FORM 21: STOCKHOLDER DISCLOSURE CERTIFICATION**

X	**PROPOSAL FORM 22: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM**
X	**PROPOSAL FORM 23: EQUALIS GROUP ADMINISTRATION AGREEMENT**
X	**PROPOSAL FORM 24: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE**
X	**PROPOSAL FORM 25: VENDOR CONTRACT AND SIGNATURE FORM**

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Attention Respondents: There are two worksheets included in this attachment B. Please refer to the RFP documents in Section 1 for information on how to complete these worksheets

Additional information for what is being requested in certain fields can be found by displaying the notes embedded into that respective field

[1]Flex fields may be customized to best fit the respondents products or services offering. These fields are not required and may be left blank.

Product/Services Data					Pricing				
Product	Product	Product	Vendor Product or	Product Description	Product Brand	Purchase	Unit List	Verifiable	Equalis	Final Price
			TutorMe Tutoring Service	TutorMe, LLC	HR		28 Website	$2.00/hour	$26.00	
			TutorMe Tutoring Service	TutorMe, LLC	HR	2,500		0%	$2,500.00	
			TutorMe Tutoring Service	TutorMe, LLC	HR					

Proposal Form 2: Questionnaire

Company profile

1. What is your company's official registered name?

Zovio, Inc. d/b/a TutorMe, LLC

2. Provide a link to your company's website.

www.tutorme.com

3. What is/are your corporate office location(s)?

TutorMe, LLC
1925 Century Park E Ste 1700
Los Angeles, CA 90067

4. Please provide a brief history of your company, including the year it was established.

TutorMe was founded in 2013 by a group of USC students whose busy schedules, outside obligations, and late night studying habits prevented them from being able to take advantage of the traditional on-campus tutoring support systems. As they soon found out, their circumstances weren't that unusual. Approximately 80% of college students work at least 19 hours per week and nearly 75% of all college studying takes place between 6:30 p.m. and 11:00 p.m. Compound this with a steadily increasing amount of "non-traditional" students and more participation in on-line classes, they saw a need for an alternative tutoring solution. A solution that would meet students' need for more flexibility, but still provide high-quality one-on-one support. This desire to provide accessible, convenient, effective, and accessible tutoring now spans from grades K-20+ and serves over 1 million students.

TutorMe was founded in 2013 and became a part of the Zovio portfolio of educational companies in 2019. TutorMe provides the best online tutoring experience to college students across the country. We have more than 15,000 highly qualified tutors and offer services in more than 300 academic subjects as well as ACT and GRE-preparation courses.

Higher Ed - Today we provide tutoring support to hundreds of partners, including the University of Arizona Global Campus, Tennessee State University, the Massachusetts College of Pharmacy and Health Sciences, Louisiana State University-Shreveport, the Colorado Community College System, Klamath Community College, the University of Alabama Birmingham, and Avila University. In each of these partnerships, the institution is using TutorMe to provide on-demand, synchronous, online tutoring services to students.

K-12 - Today we provide tutoring support to thousands of K-12 students from partners including Montgomery County Public Schools, Calexico Unified School District, Allendale County Schools, Brewer School District, Stride Learning, and Epic Charter Schools. In each of these partnerships, the institution is using TutorMe to provide on-demand, synchronous, online tutoring services to

students.

Corporations - Today we provide a tutoring benefit to thousands of employees and their families from partners including Blue Cross Blue Shield of Tennessee, Comcast, Novetta, Alteon Health, Grant Thornton, Abbott Laboratories, and G&W Electric. In professional development staff outreach of these partnerships, TutorMe provides on-demand, synchronous, online tutoring services and additional support for employee professional development.

TutorMe is a wholly owned subsidiary of Zovio, Inc. (NASDAQ: ZVO). Zovio is an education technology services company that partners with higher education institutions and employers to deliver innovative, personalized solutions to help learners and leaders achieve their aspirations. Our relationship with Zovio expands our access to other resources that we can draw on to ensure the successful delivery of online tutoring services to a virtually unlimited number of students.

5. Who is your competition in the marketplace?

Air Tutors, Carnegie Learning, Focus Care, Inc. dba FEV Tutor, Inc, Graduation Alliance, Intervene K-12, iTutor, Paper Education, Summit K-12, Littera Education, Inc., Tutor.com, Varsity Tutors

6. What was your annual sales volume over last three (3) years?

This is our tutoring sales volume:
2019: $1,423,247.00
2020: $7,453,177.00
2021: $13,665,811.00

7. What are your overall public sector sales, excluding Federal Government, for last three (3) years?

All of our sales are from public sales. We have no federal contracts. This is our tutoring sales volume:
2019: $1,423,247.00
2020: $7,453,177.00
2021: $13,665,811.00

8. What is your strategy to increase market share in the public sector?

We have pivoted away from exclusively serving higher ed institutions to serving K-12 students with our tutoring services. Our market strategy is to increase the visibility and brand recognition for our services within this market. We are aggressively seeking opportunities to present our capabilities to impact student outcomes at local and state conferences and trade shows.

9. What differentiates your company from competitors in the public sector?

We are the only 24/7 on-demand tutoring services that provides full audio, video, and screen share capabilities. TutorMe maintains the highest NPR scores for any company in our market segment along with a 98% partner retention rate.

10. Diversity program - Do you currently have a diversity program or any diversity partners that you do business with?

X Yes

☐ No

If the answer is yes, do you plan to offer your program or partnership through Equalis Group?

☐ Yes

X No

11. Provide your safety record, safety rating, EMR and worker's compensation rate where available.

Zovio and its subsidiaries are covered by worker's compensation insurance. Our EMR rating is 1. We have no OSHA safety violations.

PRICING/PRODUCTS/SERVICES OFFERED

12. Please outline your products and services being offered, including the features and benefits and how they address the scope being requested herein. Please be specific; your answer to this question, alongwith products/services provided in your pricing file will be used to evaluate your offering.

TutorMe is a technologically advanced platform for online tutoring and student engagement. Our mission is to provide academic support for learners who may have limited access to tutoring at school or home. We believe that every learner should have access to highly qualified and knowledgeable tutors. TutorMe is the online tutoring solution of the future and can help to provide live, interactive, and engaging tutoring sessions for students of all ages.

How does TutorMe do this? We do this by using a powerful AI matching system that looks at an individual learner's request and pairs them - not with the first tutor available - but with the tutor most closely aligned to their need and location. Typically we can do this in less than 30 seconds 24 hours a day 7 days a week. Students can request tutoring support in over 300 subjects and will be instructed via our advanced Lesson Space.

TutorMe delivers online tutoring services through a fully functional, state-of-the-art platform that supports performance-based outcomes for at-home learning.

TutorMe features:

- **On-demand tutoring** – Students can connect with an online tutor in less than 30 seconds, 24/7 - there is never a need to schedule tutoring in advance.

- **Learn from the best tutors** – Our highly qualified tutors represent the best universities across the globe and are ready to help learners achieve more. With a tutor acceptance rate of just 4%, TutorMe guarantees that all our tutors are thoroughly screened and prepared to provide an optimal learning experience.

- **Interactive lesson space** – Our Lesson Space features a virtual whiteboard, text editor, audio/video chat, and screen-sharing 24/7, 365. All sessions are archived for easy review and for the safety of minor learners.

- **Improve student writing** – With our Writing Lab, students can submit assignments 24/7 and receive detailed anecdotal feedback and review comments from writing experts in 12 hours or less.

- **Get help in any subject** – TutorMe's tutoring services cover over 300 subjects across all grade levels. Regardless of a learner's need, TutorMe has highly qualified tutors who are ready to help.

Our platform empowers school administrators to actively monitor student engagement with easy access to a comprehensive reporting suite which provides detailed information on hours spent tutoring, subject analytics, and much more. We ensure the quality of our sessions by recording all the tutoring events and make them readily available for administrator review. In addition, we automatically perform an internal quality review for any tutoring session that receives below a 3 star evaluation.

To ensure academic integrity and provide the best possible instruction we remain highly selective on who we choose to have as tutors. We only accept 4% of all applicants. Our tutors have graduated from some of the nation's top universities and undergo training and lesson evaluation as they are onboarded. We provide an industry leading pay structure and work hard to provide them a forum that lets them do what they do best - teach!

TutorMe is one of the fastest growing online academic support providers and has already been selected by more than 300 schools and 30 companies to be their exclusive provider of online tutoring. We're on a mission to make a difference in each learner we encounter and each client we serve by delivering the highest-quality online tutoring services, from the first impression at initial contact, through repeat sessions in multiple subject areas. We have provided millions of hours of tutoring sessions to more than 1.2 million learners, and we consistently receive the highest marks in the industry on platforms like Trustpilot, Glassdoor, BestCompany, Product Hunt, and many others.

Reliable and User-Friendly Web-Based Application
TutorMe is a user-friendly, web-based application that, over the past six months, has had an uptime of 99.99%. This site is easy to navigate and has a full suite of modern tools to support instruction. The TutorMe Lesson Space provides text chat and both audio and video chat to facilitate live interactions between the tutor and the student.

Seamlessly integrates with popular LMS's with SSO

Key Personnel/Organization
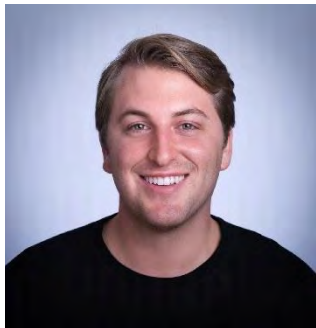
Name: Myles Hunter
Partnership Role: Integration Management, Student Success
Education: B.S., University of Southern California
Myles is the CEO and Co-Founder of TutorMe. Before launching TutorMe, Myles was a consultant at Ernst & Young, serving clients in financial services. Myles is a graduate of the University of Southern California with a B.S. in Business Administration and a minor in real estate finance. www.linkedin.com/in/mylesnhunter

Name: Lance Smith
Partnership Role: Partner Engagement, Relations
Education: M.S., University of Kentucky
Lance is the Vice President of Academic Partnerships where he is responsible for strategic initiatives and building on our expansive network of partnerships globally. Lance entered his career in education as a teacher and has built on that strong foundation leading him into various roles such as a Principal and Senior Director of Enrollment Operations. Lance has extensive experience in student enrollment, training development, sales operations and marketing.
https://www.linkedin.com/in/lance-o-smith/

Name: Karyn Burrow
Partnership Role: Partner Engagement and Relations
Education: B.A., Benedictine University
Karyn is the Sr. Student Success Executive at TutorMe, where she is responsible for expanding the network of partners and foster relationships within the education industry. Karyn has spent the past two decades of her career within the higher education industry dedicated to strategic growth initiatives within operations and consumer relations. She acts as the lead point of contact for potential partners and is responsible for fostering new relationships with organizations. Karyn received her bachelor's degree from Benedictine University in Business Management.
https://www.linkedin.com/in/karyn-burrow-26102a10a

Name: Kris Griffith
Partnership Role: Partner Engagement and Relations
Education: B.A., George Mason
Kris, a Student Success Executive for TutorMe, is a results-generating client service professional specializing in the education technology marketing space for start-ups and large corporations with proven results in relationship development, technical consultation, product development, and contract negotiation. Kris has helped institutions increase enrollment, retain students, improve marketing efforts, boost donor fundraising, and implement large technical projects effectively for colleges and universities for over a decade. Kris received his bachelor's degree from George Mason in Marketing. http://linkedin.com/in/kristopher-v-griffith

Name: Clay Telfer
Partnership Role: Onboarding, Partnership Management
Education: B.A., University of California, Santa Barbara
As Director of Student Success, Clay is responsible for ensuring that all our clients are reaching and exceeding their goals with TutorMe. He oversees strategy and execution for client onboarding and training, student engagement, and delivering an exceptional experience for all our clients. Clay comes to TutorMe with ten years' experience in leading Client Success teams for hyper-growth companies in Los Angeles.
https://www.linkedin.com/in/clay-telfer-25945311/

Name: Kristen Baek
Partnership Role: Onboarding, Partnership Management
Education: B.A., Hunter College; M.A, Columbia University

Kristen is the Student Success Manager at TutorMe, where she works closely with partner schools to provide the best experience for their students. As a former educator, Kristen knows the overwhelming demands of a teacher, and is thrilled that students have a space to receive round-the-clock online support. She acts as the lead point of contact for all our academic partners and is responsible for implementation, student support, and day-to-day partnership affairs. Originally a New Yorker, Kristen received her bachelor's degree from Hunter College and her master's degree from Columbia University.
https://www.linkedin.com/in/kristenbaek/

Name: Jake Mitchell
Partnership Role: Product Enhancement,
Education: B.A. University of Wyoming
Jake is the Director of Product at TutorMe, bridging business and engineering strategy. A start up veteran of over 10 years, Jake enjoys building elegant and functional solutions to complex problems. He prioritizes data, empathy, and speed to market in his product practice. Though Jake is originally from Wyoming, the bulk of professional experience is from Chicago and Colorado's front range where he worked in Edtech, Fintech, telecoms, and spent time in the agency world.
https://www.linkedin.com/in/jakeamitchell/

Name: Andrew Graves
Partnership Role: Manager, Customer Experience
Education: M.M., University Of Kansas
Andrew is the Manager of Customer Experience where he oversees the quality and support of the TutorMe end-user and Tutor Operations. Andrew has been providing exceptional operations and support leadership in the startup space for over a decade having gotten his start in the early days of Groupon. He has managed several teams over the years, has extensive training in conflict resolution and risk management, and has brought all of that expertise to the TutorMe platform.
https://www.linkedin.com/in/andrewjgraves/

Name: Jasmine Rosario
Partnership Role: Student Success Manager, Customer Success
Experience: 15 years + in Customer Service, Support and Success
As a Student Success Manager, Jasmine is here to build relationships as an advocate and voice for the clients. She is here to ensure that all of our clients are supported, successful and exceeding their goals with TutorMe. Jasmine oversees strategy and execution for onboarding, training, student engagement, and delivering an exceptional experience to all of our clients throughout their time with
TutorMe. https://www.linkedin.com/in/jasmine-rosario-94a95a151/

Name: Josh Gallner
Partnership Role: Student Success Manager
Education: B.S., B.A., Florida State University
As a Student Success Manager, Josh ensures that our clients are reaching and exceeding their goals with TutorMe. He assists with strategy and execution for client onboarding and training, student engagement, and delivering an exceptional experience for all our clients. Josh comes to TutorMe with over ten years' experience in Client Success and Revenue Operations roles for hyper-growth companies in Los Angeles.
https://www.linkedin.com/in/jgallner/

Name: Victor Kotseruba
Partnership Role: Product Development and Enhancement, Infrastructure Support
Victor is the Senior VP of Engineering and Co-Founder of TutorMe. He has a solid background in technology and engineering, with over 15 years of experience in software development. Victor is also the co-founder and current tech advisor to Kindbeetle, a remote software development firm that has clients such as Yandex ("the Google of Russia").

www.linkedin.com/in/victor-kotseruba
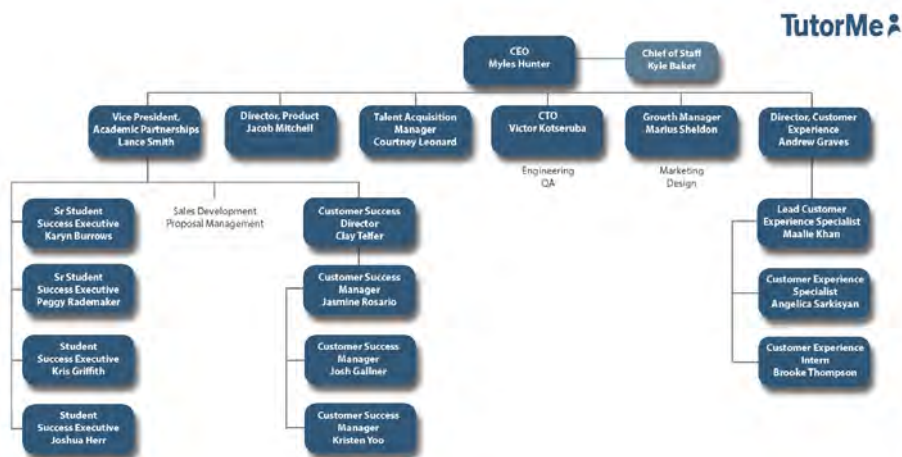
Technical Requirements

Browser and System Requirements

TutorMe's requirements are designed to be as inclusive as possible. The only technical requirement for access is a modern web browser. Microsoft Edge, Google Chrome, Mozilla Firefox, Apple Safari, and other browsers based on standards-compliant engines are fully supported. Please note that TutorMe is not compatible with Internet Explorer because it is not standards-compliant and does not fully support features that are crucial for delivering a modern user experience. However, TutorMe is compatible with Microsoft Edge, which is the replacement for Internet Explorer found in the latest versions of Microsoft Windows.

Mobile Apps

TutorMe's web app is accessible on tablets and any laptop or desktop. TutorMe's native mobile apps are available across iOS and Android. All modules and functions of the TutorMe system currently support access via mobile devices and tablets.

Available via Phone, Online Link via Blackboard 9.1, Email, and Chat

Students would seamlessly access TutorMe via an online link on Blackboard 9.1 powered by an LTI or API integration. Our proprietary Lesson Space includes audio (phone and computer) as well as text-based chat communication. Thus, there is no need for cumbersome emails. However, email and live chat are available 24/7 for customer support-related questions.

PPI & Security

How Personal Information Is Protected at Rest and in Transit
We monitor all activity on the TutorMe platform. Everything is archived and recorded. We use the same technology as Airbnb to make sure no personal information is shared. Users only see First Name and Last Initial. In addition, the platform monitors inappropriate activity, language, academic dishonesty, personal information, etc.

Confidentiality of Students' Personal Information
We are committed to maintaining the highest standards in ethics and compliance. Our policies and procedures are regularly reviewed by legal counsel to ensure they comply with the regulatory framework in which we operate. Additionally, we perform internal audits to ensure all teams are following approved practices and procedures. All team members receive training regarding our Code of Ethics, the Family Educational Rights and Privacy Act (FERPA), and best practices in the education industry.

TutorMe maintains student records in compliance with FERPA. We have a robust change management process, comprehensive security and compliance standards, and appropriate policies and procedures to protect students' personal information. Role-based security and permissions ensure that only staff members with a legitimate educational interest may view information within a
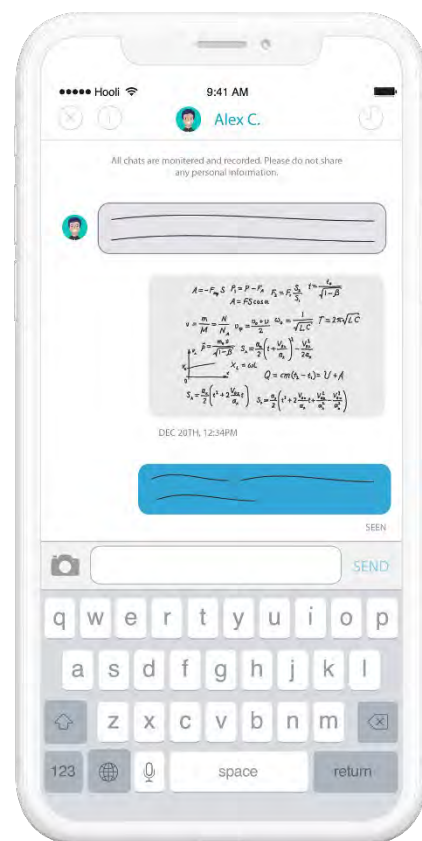
student's record.

TutorMe protects the confidentiality of all tutoring sessions. We comply with FERPA in the following ways:
- We determine and document the permissions required for each TutorMe employee
- We review the permission settings on databases/tables and change access rights as necessary to maintain the integrity, confidentiality, and accuracy of students' personal information
- We audit the PostgreSQL instances, databases, and tables that contain education records
- We periodically analyze the auditing reports that show events related to students' personal data and take action where needed

Recorded tutoring sessions are accessible only to the student who received the services, authorized TutorMe representatives, and authorized Palm Beach County School District personnel. If tutoring sessions were recorded and shared with others, TutorMe guarantees that all recordings would be edited to protect students' confidentiality.

External Soft Threats
By using modern security practices and following AWS security recommendations, we ensure that breaching our systems is as close to impossible as we can get. Hacking is often done by exploiting third-party software. That's why we are constantly monitoring the CVE database for all the software/libraries we are using, and we patch/update/upgrade in accordance with recommendations.

Physical Security
All TutorMe data is stored in Amazon Web Services (AWS), the market leader in data storage and provides maximum security and reliability. AWS's physical security is defined by Amazon, which is trusted by many prestigious organizations around the world, including NASA, Netflix, Adobe, Dow Jones, Stanford University, and millions of others. In addition, the physical security of all staff computers is guaranteed by FileVault on MacOS and LVM Encryption on Linux workstations. Admin users are required to use either hardware or software (Google Authenticator) 2FA tokens to access any TutorMe system. Additionally, TutorMe's office in Los Angeles is monitored by 24/7 security and keycard access is required.

Internal Soft Threats
We have role-based security in all our administrative panels, so personnel have access to only the data that is for their job performance. In addition, all code must pass review before being deployed on production servers.

Third-Party Access
TutorMe protects the confidentiality of all tutoring sessions. Recorded tutoring sessions are accessible only to the student who received the services, authorized TutorMe representatives, and authorized Morris School District personnel.

Security Devices

TutorMe has a firewall (EC2 Security Groups) provided by AWS. Every server has only 80 port open to the internal network, and the network itself is accessible via a bastion server. All the services are behind several layers of AWS provided gateways: WAF, ALB, CloudFront.

Information Security Team Monitoring / Monitoring and Alerting Processes

TutorMe has a dedicated IST and the monitoring occurs on a 24/7 basis. TutorMe also uses the following tools for monitoring and altering:

- AWS CloudWatch – Collects logs, monitors availability, changes configuration in response to availability changes
- Datadog – Collects logs, monitors availability and performance
- Slack – Delivers alerts to appropriate team members

Security Access and Procedures

TutorMe has email- and password-based authentication, Google and Facebook single sign-on (SSO), LTI authentication, and custom hashed signature tokens with HMAC authentication. Access control relies on dynamic roles with table-level permissions. TutorMe's access control is at the table level for administrative users and at the row level for customers (i.e., users can access only data that is explicitly allowed to them; administrators can access specific kinds of data allowed by their role).

Role Name	Permissions
Master Administrator	Read/write, full access
Quality Assurance	Read lessons
Customer Support	Read/write basic user info, read/write billing info, read lessons
Sales Administrator	Read aggregate account data

Data Hosting and Storage

As a hosted solution, TutorMe stores all data in Amazon Web Services (AWS) in us-west-2 region (Oregon) and replicated to another data center us-west-1 (Northern California) to ensure high availability. Servers are placed in multiple availability zones (us-west-2a and us-west-2b).

TutorMe selected AWS as the storage vendor because it is the market leader in data storage and provides maximum security and reliability. AWS is trusted by many prestigious organizations around the world, including NASA, Netflix, Adobe, Dow Jones, Stanford University, and millions of others.
- AWS is part of a large technology partner ecosystem, including software vendors that have integrated their solutions with AWS.
- AWS has rapid service offerings and higher-level solution expansion.
- AWS is designed to provide 99.999999999% durability of objects.

TutorMe has built a scalable, durable, and secure data protection solution with AWS. We use PostgreSQL database on the Amazon Relational Database Service (RDS), which enables automated daily backup snapshots and read replicas of data.

Policy and Protocols to Curtail Exchange of Personal Information

TutorMe strictly prohibits the exchange of private contact information between tutors and students. We background check all tutors and use automated monitoring technology within sessions to assure compliance for both security and academic quality. We use Amazon Rekognition, which allows you to automatically identify objects, people, text, scenes, and activities, as well as to detect any inappropriate content. Since all of our sessions are recorded and archived, there are ultimately no issues that can go undetected by our systems and QA team. The AI is continually trained on new data to expand its ability to recognize objects, scenes, and activities to improve its ability to accurately recognize.

How are breaches defined?

We have adopted the [Techopedia definition of a breach](#): "A security breach is any incident that results in unauthorized access of data, applications, services, networks and/or devices by bypassing their underlying security mechanisms. A security breach occurs when an individual or an application illegitimately enters a private, confidential or unauthorized logical IT perimeter."

Protocols for Handling System Breaches

TutorMe has experienced zero application compromises or data leaks in the history of the company.

We constantly monitor the Common Vulnerabilities and Exposures (CVE) database for all the third-party software and libraries. Our automated monitoring ensures that, when a vulnerability is published, we are aware of it and ready to apply all the appropriate updates and patches. In addition, we use Docker Security Scanning, which notifies us if/when any vulnerable version of third-party software is used as part of TutorMe. If/when that happens, we will upgrade and/or apply patches per the National Vulnerability Database as soon as possible. If the upgrade/patch is not yet available and the vulnerability has a severity rating of critical, we will implement an ad hoc solution to mitigate possible impacts.

TutorMe will comply with the California Information Practices Act, including all requirements to notify the agency of any break-in or attempted break-in. If a breach were detected, our IT professionals would follow these steps:
1. We validate the data leak or vulnerability.
2. After validation, immediately assign the Chief Technology Officer (CTO) to be responsible for the investigation.
3. The CTO leads the incident response team composed of engineers and senior data consultants.
4. We determine the scope and composition of the leak or vulnerability.
5. If the vulnerability led to a data leak, we notify all the data owners and affected individuals via email or the best alternative method.
6. We notify FPCO and seek technical assistance from PTAC.
7. We decide how to investigate the data leak to ensure that the investigative evidence is appropriately handled and preserved.
8. We collect and review any leak response documentation and analysis reports.
9. We review and improve data security policies to prevent similar vulnerabilities or data leaks in the future.
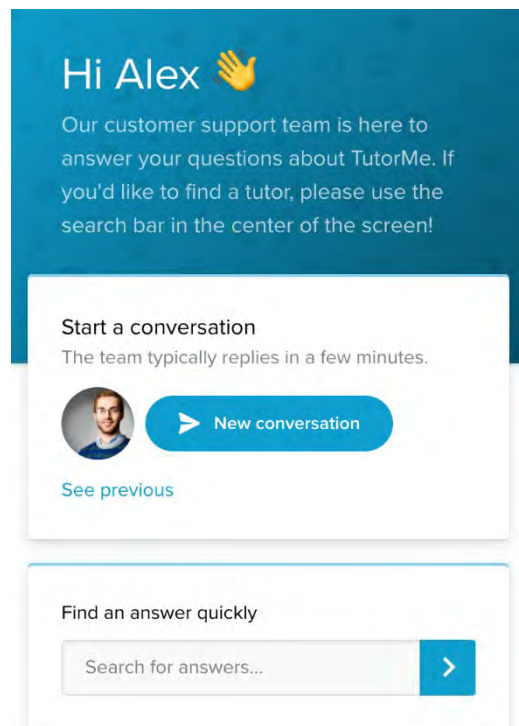
Disaster Recovery

TutorMe's disaster recovery process aligns with the AWS-recommended method of replicating all data so that, if one of the data centers goes offline, all traffic is rerouted to the secondary datacenter. The TutorMe database is hosted at us-west-2 (Oregon) and replicated to another data center, us-west-1 (Northern California), to ensure high availability. Servers are placed in multiple availability zones (us-west-2a and us-west-2b).

Technical Support

Our friendly and supportive staff ensures your students are put first. Our contact center provides student support 24/7/365. In collaboration with each partner school's expectations, service level agreements are established to ensure inbound student interactions are answered within a specified time threshold.

From a student-facing perspective, TutorMe provides some basic Level 1 technical support like password resets, portal login, etc. From a partner school perspective, TutorMe provides technical support in regards to integrations to the LMS, and helps the district with promoting online tutoring services to students.
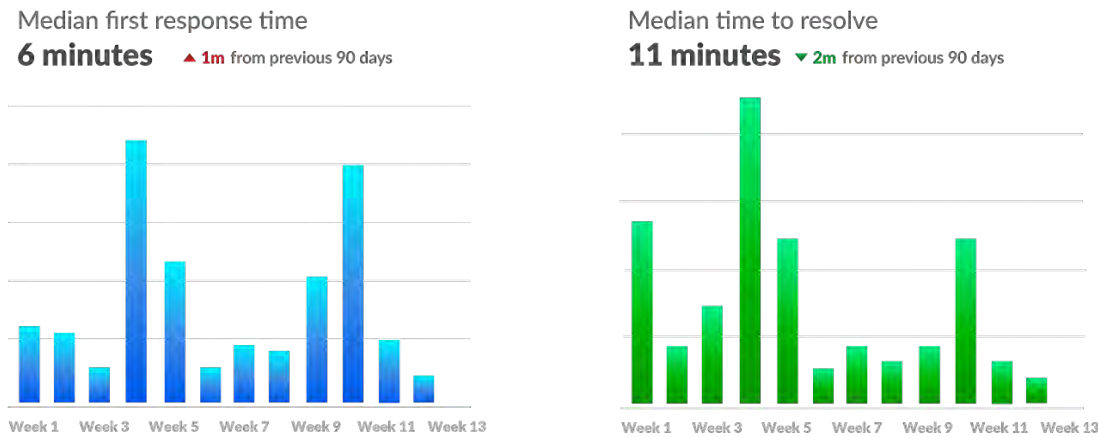
Students typically do not need any instruction on using TutorMe as it is so easy to use, but we nevertheless provide additional support on our Help Center at help.tutorme.com. The Help Center contains a searchable archive of articles that present answers to students' most common questions. The Help Center also uses powerful AI to guide users to the answers they need. In addition, TutorMe provides full technical support 24/7 through our in-house support team. Support can be accessed at any time through the platform.

We will provide a one-hour maximum call back time for issues affecting system operation. Please note that our average response time to a customer support chat or email message is less than five

(5) minutes.

The following graphic illustrates our typical response and close times:

Median first response time
6 minutes ▲ **1m** from previous 90 days

Median time to resolve
11 minutes ▼ **2m** from previous 90 days

Week 1 Week 3 Week 5 Week 7 Week 9 Week 11 Week 13

Week 1 Week 3 Week 5 Week 7 Week 9 Week 11 Week 13

TutorMe uses Intercom (www.intercom.com) to track, manage, and respond to customer support requests. Intercom is the leader in customer support tools and uses advanced machine learning to help students find answers to questions immediately, even before a human engages with them. With Intercom, our passionate customer success team provides the highest level of customer experience in online tutoring.

TutorMe's help desk provides support for all functions of the platform. TutorMe's virtual help desk can assist students with technical issues, basic usage of the platform, or any other questions students may have about using TutorMe's platform. Administrators, faculty, and staff may also use TutorMe's help desk for assistance in utilizing the Administrative Dashboard, exporting reports, evaluating their students' usage of the platform, etc. Support services are available 24/7, 365.

Maintenance Upgrades

Maintenance and upgrades are scheduled based on business usage patterns to minimize disruptions and potential outages. Critical system deployments are scheduled during off-peak hours. Critical systems have multiple redundancies, thus allowing us to do rolling updates with no downtime for critical applications.

TutorMe releases upgrades and updates on the first Monday of every month. This is usually done at 2:30 a.m. PT as the least amount of traffic occurs while still allowing us to monitor the deployment. TutorMe will give written notice to Palm Beach County School District and all users at least 24 hours before any system patches, updates, and upgrades that will cause a longer-than-usual duration of downtime (more than ten (10) minutes). Due to our system architecture, students who are currently within a tutoring session are unaffected by any downtime caused by the release of system patches, updates, and upgrades.

Typical Length of Downtime

Implementing system patches, updates, and upgrades typically involves no more than ten (10) minutes of downtime. As stated above, students currently within a tutoring session are unaffected by this downtime.
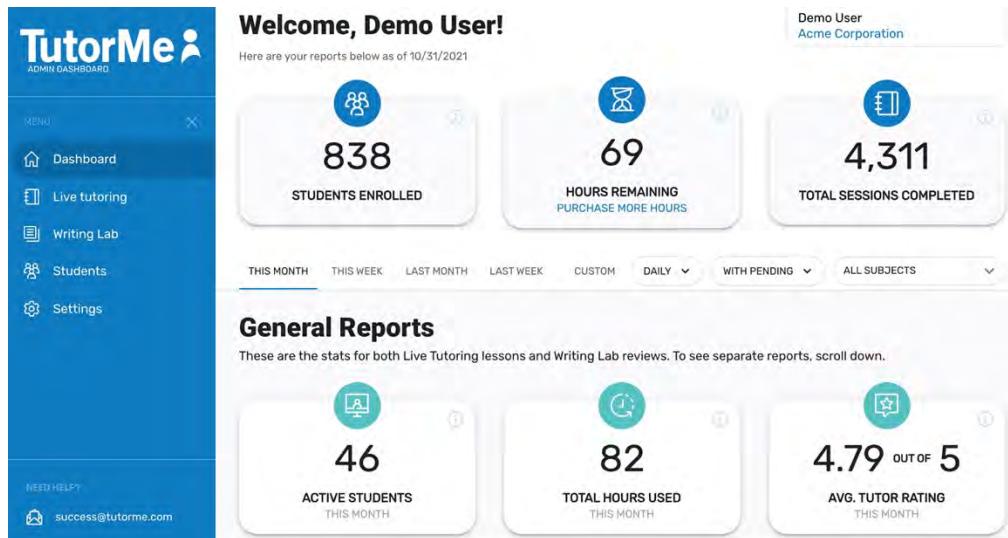
Reports

TutorMe was designed to help vulnerable students gain quick and easy access to knowledgeable tutors to improve academic outcomes for these students. We do this by providing an easy to use student interface that allows for tutors to effectively teach students in a variety of subjects. In addition, we work diligently to recruit, select, and train highly-qualified tutors in over 300 K-12 subjects.

TutorMe works with the district to identify students and provide these students with single sign-on access to our 24/7 tutoring support. Typically we do this in several stages. In the first stage, our Student Success Manager will work with district leadership to schedule training sessions for teachers, administrators, and other stakeholders. Once these school teams have been trained, our SSM will work to train students and parents and provide the district with a plethora of marketing and communication materials (flyers, press releases, instructional video links).

The second stage will be to implement with the district technology team and ensure that students have easy access to the platform and are scheduled (if needed) appropriately. The last stage will be a continuing monitoring of tutor quality, availability, and tracking key learning outcomes to ensure that the tutoring is effectively impacting student achievement.

TutorMe's reporting framework is in place to track key performance indicators and diagnostic measures related to the delivery of online tutoring services. Our goal is to provide district leaders with timely information to manage performance. To maximize the value and utility of our data to support data-driven decision-making, TutorMe has adopted a tiered reporting platform that provides top-level data that allow drill-down to course- or student-specific details. TutorMe's Administrative Dashboard provides authorized district representatives with on-demand access to data, which are extractable for additional ad hoc analysis and reporting.

The TutorMe Administrative Dashboard (shown) provides full transparency and access to usage data. This robust dashboard can be configured to display data and analytics regarding student interactions with tutors as well as data on volume, timing, content, and ratings. The easy-to-use interface places all the data on a single platform.

The district may authorize faculty members to view the Administrative Dashboard and up to thirty (30) custom reports as needed. **Reports can include the following data:**

- Student Name (First and Last)
- Student Email
- Student ID (unique ID or LMS ID)
- Session wait time
- Date, time and duration of tutoring sessions
- Type of tutoring (live tutoring or writing lab)
- Subject area of session
- Student Course (if mapped)

- Tutor Name
- Session rating (Student and Tutor)

Some sample reports that can be produced from the admin dashboard include the following:

- Total Hours (by any given time frame)
- Moderated versus Pending Lessons (by any given time frame)
- Total Sessions (by any given time frame)
- Active Students (students who have accessed / utilized online tutoring)
- Power Users (by name and by hours)
- Live Lessons (by time, subject, student)
- Writing Lab (by time, subject, student)
- Trend data (by type, hours, student)
- Student Activity (by any given time frame)
- Students Needing Hours (any limit)

Data for reporting may be exported as needed in a CSV format. In addition, TutorMe provides access to recordings (including audio and video) and summary information for all sessions, and those files will be available to authorized district representatives for the duration of the contract. TutorMe will provide technical support as needed throughout the district engagement to develop specialized reports.

Implementation

TutorMe is a proven, turnkey solution that is already in use for many K-12 schools throughout the nation. Within just a few meetings to determine goals and establish student rosters and learning objectives, TutorMe can be fully ready for deployment. The system is already in full production and ready to meet the needs of the district's students and administrators.

TutorMe follows the project management guidelines promoted by the Project Management Institute and laid out in the Project Management Body of Knowledge (PMBOK Guide; www.pmi.org/pmbok-guide-standards). We have a flexible approach to project management that allows us to accommodate the unique needs of each client while remaining within scope, budget, and schedule. TutorMe's implementation and integration is always partner-focused. TutorMe's platform and methodology are adaptive to the partner school's needs.

We anticipate completing full rollout within just 12 days of contract execution as shown in the following table, but we can do this within just 24-48 hours if desired, depending on the LEAs availability for meetings and approvals.

Time Period	Activities
Within the first 3 days	Kickoff Meeting ● Determine specific goals ● Customize the implementation plan
Within the first 3 days	Integration Planning Meeting ● Conduct curriculum mapping/matching ● Identify LMS access point ● Test student access

Within the first 5 days	Complete LMS integration and single sign-on
Within the first 10 days	TutorMe's Student Success Manager provides on-site training
Within the first 12 days	Awareness Planning Meeting ● Discuss the internal communication plan and action items for raising student awareness ● Deliver promotional materials, including banners, posters, pens, etc. ● Develop measurable student awareness goals ● Create a student email campaign to raise students' awareness of the service
Beginning when desired and continuing throughout the duration of the Service Contract	Go-Live: Students begin to request and receive TutorMe services

Onboarding Checklist

TutorMe has completed numerous projects of this size for other partner schools, guiding each organization through readiness validation. Drawing on that experience, we have developed the onboarding checklist, which we will adapt for MCPS administrators as needed to guide implementation prior to Go-Live, when the services will be made available to students.
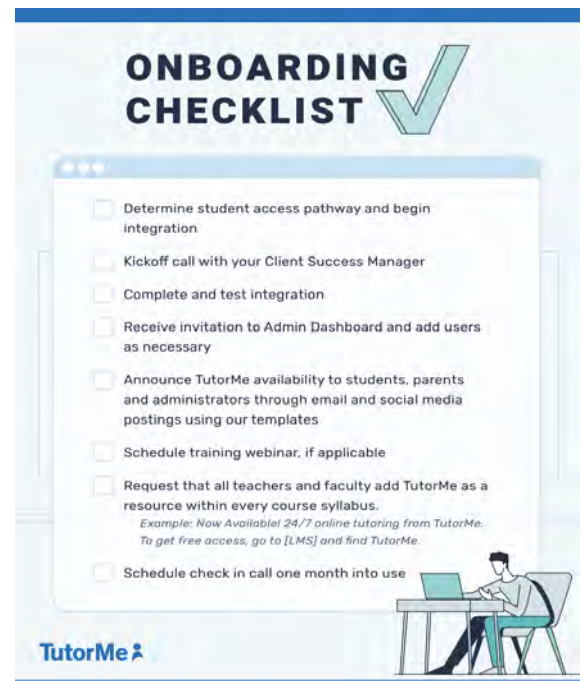
13. Identify all subjects, grade levels, and other specializations that your tutors cover.

TutorMe provides 1:1 synchronous and asynchronous tutoring support for over 300 K-20 subjects including AP and Honors courses, as well as ACT and SAT test-preparation courses.

Our qualified tutors provide mentoring and guidance in more than 300 subjects. TutorMe also provides bilingual tutoring services in many subjects. If ESC-10's partner schools require additional bilingual services, we will accommodate that request by onboarding additional tutors with the requisite language skills.

- **Computer Science** – TutorMe offers a combination of standard and advanced instruction in programming and cutting-edge technologies including artificial intelligence, machine learning, and human-computer interface.
- **Engineering** – TutorMe offers support in aerospace, architectural, biomechanical, environmental, civil, and other engineering disciplines.
- **World Languages** – TutorMe offers tutoring services for 48 languages, including Spanish, and even American Sign Language.
- **History** – Tutors provide instruction in U.S., African, European, East Asian, and world history as well as art history.
- **The Humanities** – We provide uncommon depth with offerings in communications, film and theater, English, English as a second language, writing and linguistics, international studies, philosophy, religious studies, music, literature, and more.
- **Math** – Tutors cover a full range of mathematics including algebra, applied mathematics, calculus, linear programming, statistics, trigonometry, and more.
- **Professional** – Tutoring covers the medical professions such as nursing, dentistry, chiropractic care, and pharmacy; business software and professional development; public administration and public affairs; forensic sciences; and many other professional fields.
- **Science** – TutorMe offers exceptional depth of tutoring in seven distinct areas of physics (including special relativity) and astronomy as well as all subject areas in chemistry and biology, earth and environmental sciences, material sciences, and other sciences.
- **Social Sciences** – Offerings include business, marketing, accounting, economics, corporate finance, government, political science, sociology, folklore, mythology, and more.
- **Test Preparation** – TutorMe offers specialized support for the GED, GRE, GMAT, ACT, and multiple segments of the SAT 1 and SAT 2.

For a full listing of all 300+ subjects, please visit our website at https://tutorme.com/subjects/

Computer Science		
Android Programming	IBM Mainframe	PHP Programming
Arduino Programming	Industrial Design	Processing Programming
Artificial Intelligence	Information Technology	Python Programming
Assembly Language	Intel	R Programming
C Programming	iOS Programming	Ruby Programming
C Sharp Programming	Java Programming	SAS
C++ Programming	JavaScript Programming	Scala Programming
Computer Certification and Training	jQuery Mobile Programming	SciPy
Computer Graphics	jQuery Programming	SQL Programming
Computer Networking	LISP Programming	Stata
Computer Science (General)	Machine Learning	Visual Basic Programming
CSS	MATLAB	Web Design
Databases	Microsoft Access	Web Development
HTML Programming	MIPS	Wolfram Mathematica
HTML5 Programming	NumPy	XML Programming

Human-computer Interaction	Perl Programming	

Engineering

Aerospace Engineering	Civil Engineering	Manufacturing Engineering
Architectural Engineering	Data Engineering	Mechanical Engineering
Biological Engineering	Electrical Engineering	Nuclear Engineering
Biomechanical Engineering	Environmental Engineering	Product Design
Chemical Engineering	Industrial Engineering	Software Engineering

World Languages

American Sign Language	Hindi	Sanskrit
Arabic	Hungarian	Serbo-Croatian
Bengali	Icelandic	Slavic
Bulgarian	Indonesian	Spanish
Cantonese	Italian	Swahili
Coptic	Japanese	Swedish
Czech	Korean	Tagalog
Danish	Latin	Telugu
Dutch	Mandarin	Thai
Farsi	Marathi	Tibetan
French	Norwegian	Turkish
Georgian	Polish	Uzbek
German	Portuguese	Vietnamese
Greek	Quechua	Yiddish
Haitian	Romanian	
Hebrew	Russian	

History

African History	East Asian History	World History
AP Art History	European History	
Art History	US History	

Humanities

Communication	Film and Theater	Music Theory
Dance	Gender Studies	Philosophy
Digital Media	Graphic Design	Religious Studies
Education	International Studies	Shakespeare
English	Linguistics	Study Skills
English as a Second Language	Literature	Writing
Ethnic Studies	Music	

Math

Algebra	Geometry	Partial Differential Equations
Applied Mathematics	LaTeX	Pre-Algebra
Basic Math	Linear Algebra	Pre-Calculus
Calculus	Linear Programming	Set Theory
Differential Equations	Number Theory	Statistics
Discrete Math	Numerical Analysis	Trigonometry

Professional

Chiropractics	Interior Design	Physical Therapy
Construction	Library and Information Science	Public Administration
Criminal Justice	Management	Public Affairs
Culinary Arts	Medical Assistant	Public Health
Dentistry and Pre-Dentistry	Medicine	Quality Management
Driver's Safety	Microsoft Excel	Real Estate
Early Childhood Education	Microsoft Suite	Risk Management and
Fashion	Nursing	Insurance
Forensic Science	Nutrition and Wellness	Social Work
Hospitality	Pharmacy	The Adobe Suite
Human Ecology	Photoshop	Tourism
Illustrator	Physical Education	Urban and Regional Planning
InDesign	Professional Development	Veterinarian Science
Law		

Science

Advanced Physics (Special Relativity)	Data Science	Nuclear Physics
Agricultural Science	Earth Science	Nutrition
Anatomy	Environmental Science	Optical Science
Astronomy	Family and Consumer Sciences	Organic Chemistry
Astrophysics	Fire Science	Physical Chemistry
Basic Chemistry	Food Science	Physical Science
Biochemistry	Geology	Physics
Biology	Health and Medicine	Physics (Electricity and
Biomedical Science	Inorganic Chemistry	Magnetism)
Biophysics	Material Science	Physics (Fluid Mechanics)
Chemistry	Materials Science	Physics (Heat Transfer)
Clinical Lab Sciences	Military Science	Physics (Newtonian Mechanics)
Computational Physics	Natural Sciences	Physics (Thermodynamics)
	Naval Science	Physics (Waves and Optics

Social Sciences

Accounting	Economics	Microeconomics
Agricultural Economics	Entrepreneurship	Personal Finance
Anthropology	Finance	Political Science
Business	Folklore and Mythology	Pre-law
Cognitive Science	Government	Psychology
Comparative Government and Politics	Housing Studies	Public Policy
Comparative Studies	Human Geography	Sociology
Corporate Finance	International Relations	Urban Studies
Econometrics	Macroeconomics	US Government and Politics
	Marketing	World Geography

Test Prep

ACCUPLACER	LSAT	SAT II Mathematics Level 1
ACT	MCAT	SAT II Mathematics Level 2
ApplyTexas	PSAT	SAT II Modern Hebrew
ASVAB	SAT	SAT II Physics
College Admissions	SAT II Biology E/M	SAT II Spanish
COMPASS	SAT II Chemistry	SAT II US History
DAT	SAT II French	SAT II World History
GED	SAT II German	SSAT
GMAT	SAT II Italian	TOEFL
GRE	SAT II Latin	TS
ISEE	SAT II Literature	

We also have 24/7 virtual librarians, each of whom have an ALA-accredited master's degree. These librarians provide research support in any subject and help students develop their research techniques. This support is optional and billed in the same way as regular subject tutoring (no additional fee).

TutorMe will consider providing tutoring services in additional subject areas based on requests received from partner schools. We respond to such requests within five days, and we are typically able to fulfill such requests within three weeks. This runway allows us to tactfully recruit top-tier tutors on an as-need basis. TutorMe not only responds to partner schools' requests but also constantly monitors supply and demand trends in order to meet the needs of all students.
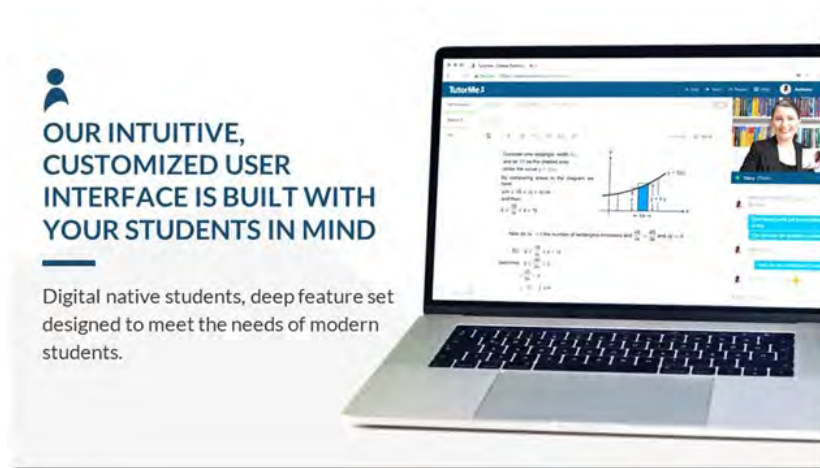
Robust Resources - Academic Skill-Building
In addition to providing 24/7 synchronous and asynchronous online tutoring services in 300+ college-level subjects, TutorMe provides tutoring services in ACT and GRE courses to support students' academic skill-building. Tutors are always available to answer students' questions and provide tips for more effective studying.

We also have 24/7 virtual librarians, each of whom have an ALA-accredited master's degree. These librarians not only support tutoring services in "Library and Information Science" courses, but also provide research support in any subject and help students develop their research techniques.

14. If your proposal includes an online/software component, describe the software that your company will use to connect with students, including any integrations and other capabilities.

TutorMe is a user-friendly, web-based application that, over the past six months, has had an uptime of 99.99%. This site is easy to navigate and has a full suite of modern tools to support instruction. The TutorMe Lesson Space provides text chat and both audio and video chat to facilitate live interactions between the tutor and the student.

OUR INTUITIVE, CUSTOMIZED USER INTERFACE IS BUILT WITH YOUR STUDENTS IN MIND

Digital native students, deep feature set designed to meet the needs of modern students.

Districts may select logos, colors, and background images to brand the TutorMe platform, creating a seamless look and feel that matches the district's other materials. We have created the following mock-up design to illustrate the possibilities. The district may select logos, colors, and background images to brand the TutorMe platform, creating a seamless look and feel that matches the district's other materials. We have created the following mock-up design to illustrate the possibilities.

Synchronous and Asynchronous Tutoring Services

TutorMe provides synchronous and asynchronous tutoring 24/7, 365 in over 300 subjects. Based on student outcomes we have observed with our partner schools, synchronous tutoring is usually more effective than asynchronous tutoring. However, there are instances and a variety of reasons that can make asynchronous tutoring more effective. In such cases, students may use the TutorMe platform to submit a question and/or upload a document for a tutor's review and response within six (6) hours. In addition, the TutorMe Writing Lab offers asynchronous essay review.

TutorMe ensures that tutoring services will be provided 24/7. Students connect with a tutor, on average, in about 30 seconds. Our tutors receive alerts via remote messaging (desktop notifications, text messages, emails, and push notifications) when there is an unexpected increase in demand. We provide our tutors with heat maps that help to identify high-traffic times for each subject area. Our entire notification and alert system operates with machine learning. In this way, we ensure the right number of tutors is available when students most need their services by simply managing supply and demand.

The Student Experience

TutorMe is dedicated to providing students easy access to a wide variety of subject matter experts who speak multiple languages and who can tutor in a student's native language. We understand and train our tutors that multilingual students perform best when content and English are taught together.

TutorMe is an online tutoring platform that can be accessed 24/7 by students to complete on-demand tutoring sessions in over 300 K-12 subjects. Typically students log into Clever or a similar rostering system to access TutorMe. Once logged in, students click a TutorMe icon or logo and launch our platform at the touch of a button – no username or password required.

Once a student has accessed TutorMe – they can access all of our tutoring resources from a dedicated landing page. The TutorMe platform features a full suite of modern tools to support instruction.

Synchronous Tutoring – "Live" Lessons
All TutorMe synchronous tutoring services are delivered through the TutorMe Lesson Space, which is highly interactive and allows for the sequential display of problems and steps between the tutor and student to reach a solution. The Lesson Space includes a two-way editable whiteboard, a graphing calculator, equation editor, screen-sharing tools, a code editor, a collaborative text editor, document upload/download features, and more. We invite you to experience the Lesson Space demo at https://tutorme.com/demo/whiteboard/.
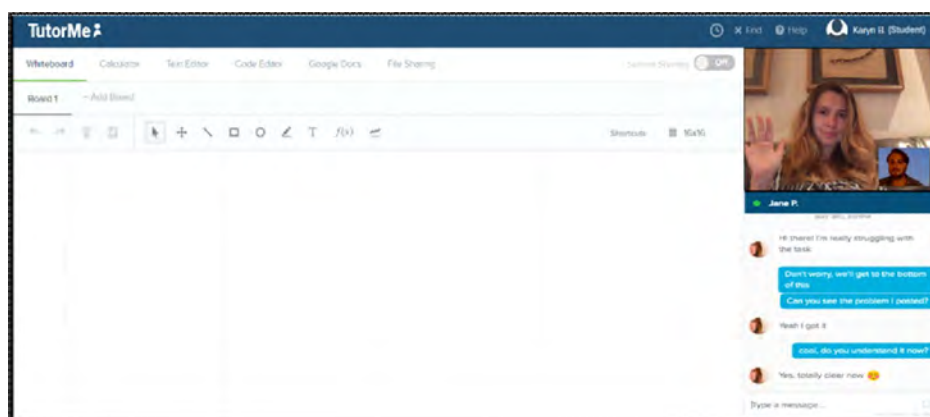

The Lesson Space provides text chat, audio, and video chat to facilitate live interactions between the tutor and student. The video and audio are powered by Twilio. The Lesson Space is ideal for math tutoring because it includes a two-way editable whiteboard, robust graphing calculator, screen-sharing tools, and scientific calculator. TutorMe has a full math editor and graphing calculator that allows students to input mathematical symbols (square roots, exponents, etc.) and other various scientific symbols directly onto the whiteboard with no cutting, pasting, or resizing. Student and tutors can work on problems in three different ways:

1. Directly write in LaTeX, a popular typesetting system for complex mathematical formulae, within the whiteboard, text editor, or chat box.
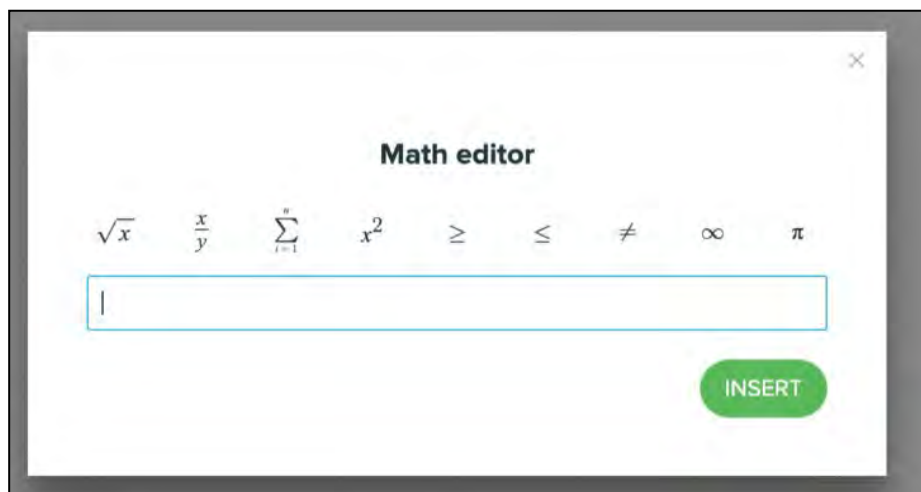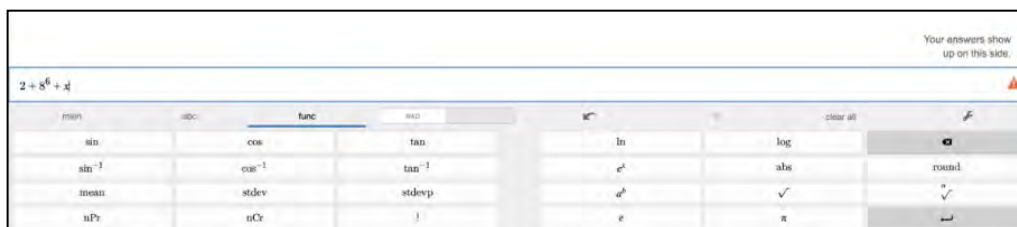
2. Use the best-in-class graphing calculator, powered by Desmos, used in state year-end assessments and college exams across the country.
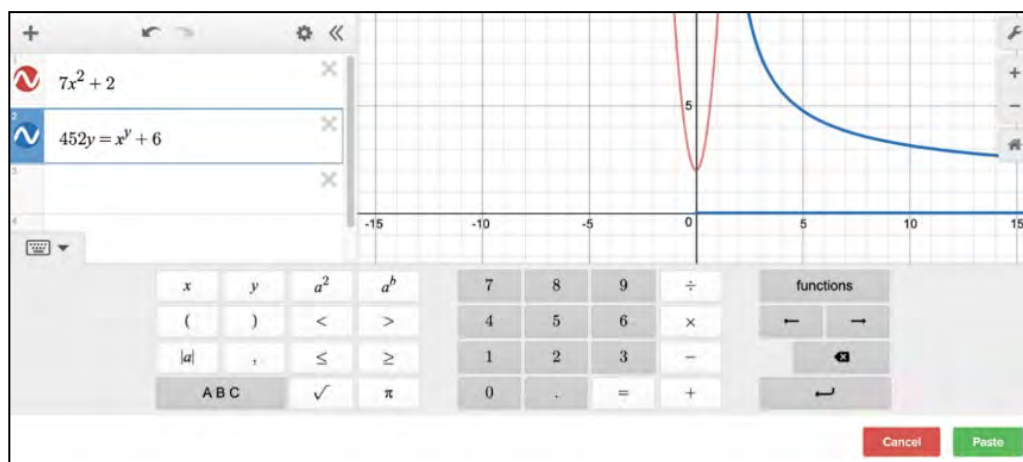
3. Enter data into the easy-to-use scientific calculator powered by Desmos, the market leader in online calculators.

Asynchronous Tutoring - Writing Lab

TutorMe's Writing Lab offers asynchronous, 24/7 support with writing in various disciplines. TutorMe's tutors are trained to meet students where they are in the writing process and their development of writing skills. TutorMe tutors can provide proofreading and editing services, and they can also help students on a more conceptual level on all types of assignments. TutorMe provides tutoring for ESL and technical writing along with professional tutoring in specific types of writing, such as the development of resumes and cover letters. Student submissions are reviewed, and feedback is provided with 12 hours. For the past 6 months, students on average are receiving feedback in under 6 hours.

The process works as follows:

1. Students upload their writing work along with any relevant material (rubric, prompts, references, etc.) with a brief description in their own words.
2. Tutors accept the request (usually within ten (10) minutes).
3. Students receive feedback on their paper (within six (6) hours).

Pricing is based on the character count of the reviewed document, so there is full transparency and the tutor does not arbitrarily report how much time he or she has spent reading a paper and

providing feedback. We have seen that this efficiency has resulted in pass-through cost savings for our partner schools as well as greater trust.

Breakdown of TutorMe Writing Lab Pricing:

- TutorMe defines a "page" as 1,500 characters as there is an average of 1,500 characters per page of 12-point font, Times New Roman, double-spaced writing.
- Five (5) minutes billed per page for reading and feedback (based on empirical reading data)
- Additional ten (10) minutes billed for summary and concluding feedback
- The minimum time for a paper review will be 30 minutes

TutorMe provides writing support at all levels and in all subject areas. Our document reviews may cover grammar and mechanics, document formatting, sentence structure, paragraphing, audience analysis, techniques for persuasion, essay development, and more depending on each student's needs. Our tutors never edit or correct any portion of students' text but instead focus on presenting tips, feedback, and techniques to help students develop their writing abilities, along with a summary of next steps. The tutor's feedback and the student's original submission are made available to authorized faculty members and administrators for review.

Matching with Tutors

TutorMe employs advanced machine learning to match students with tutors. Students log into the platform and, on average, connect with a tutor in just under 30 seconds. Our "Waiting Room"feature places students in control of the process by allowing them to chat with a tutor prior to entering the Lesson Space. This has proven to be an excellent means of ensuring the best fit between tutors and students. The success of this feature has been demonstrated by the fact that 98.6% of all students choose to enter the Lesson Space with the tutor they have initially been matched with. These sessions receive, on average, a rating of 4.93 out of a possible 5.00.

If students desire to schedule sessions with a favorite tutor or for regular repeating tutoring sessions (high-dosage), it's an easy process. Students may reach out to their previous tutors through our chat panel, where students can "favorite" a tutor, view a calendar showing his or her availability, and schedule future sessions. To see a tutor's availability, students simply click "Schedule Session" as shown in the screenshot.

Students see the following prompt for the brief time spent waiting.
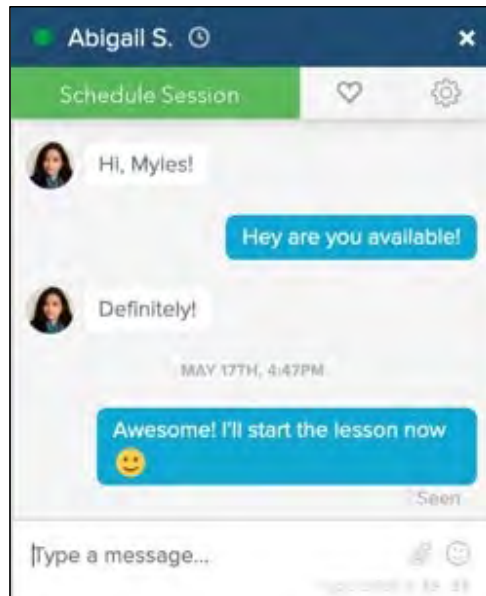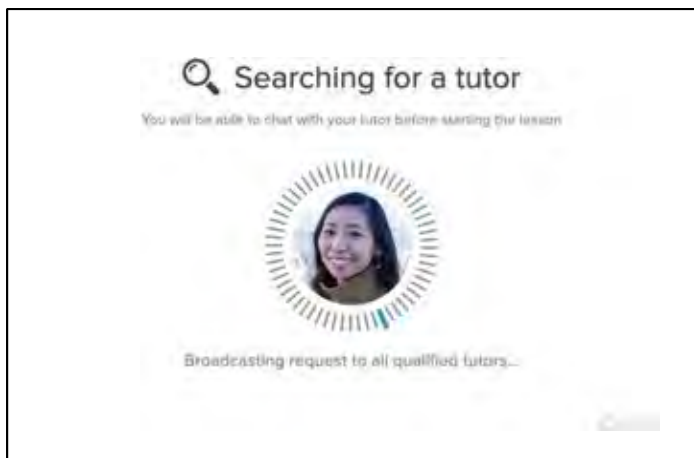
TutorMe allows students to select their tutor by reviewing profiles and initiating contact through the platform. Students may view each tutor's resume, which consists of the tutor's first name and last initial, educational background, teaching and tutoring experience, and subject areas of expertise. The following screenshot presents the profile for one of TutorMe's tutors:

Students may reach out to their previous tutors through our contact list and chat features. If students want to have a session with a tutor with whom they have worked in the past, they can simply schedule a future session within the chat box by using our scheduling tools. If students wish to continue a previous session with a different tutor, they may download the transcript of their previous session and share it with the new tutor.

Students may work with the same tutor throughout a semester or year or in some cases as their needs change, they may decide to work with another tutor. TutorMe tutors are independent contractors, so TutorMe cannot guarantee that the same tutor will always be available to a student. However, we do empower students to establish regular, repeating tutoring sessions with the same tutors and have some of the highest student satisfaction rankings in the industry.

Archives and Past Lesson Access

All TutorMe lessons are recorded are archived for QA purposes. We employ both automated and manual reviews of tutors to ensure safe and effective tutoring for students. Our automated reviews (conducted on each lesson after it is complete) screens for any messaging, images, or material that might be deemed inappropriate. This system can also detect any attempts to work off the platform such as a phone number or email being exchanged. Our QA team randomly pulls tutoring sessions to review and provides coaching and feedback to tutors as necessary. Any tutor who is not meeting our internal standards will be coached and if no improvement is made, will be removed from our platform.

TutorMe tutors are trained on working with students from diverse backgrounds and are required to report any unusual or alarming behavior to our QA team. Our QA team will research the lesson and provide updates as necessary to our Student Success Manager assigned to the district who will alert the appropriate school personnel.

Use Only Allocated Number of Online Tutoring Hours
The TutorMe platform can be configured to generate alerts sent via email if certain criteria are met. For example, the following screenshot presents an alert that could be generated if a student's usage exceeds a predefined threshold.
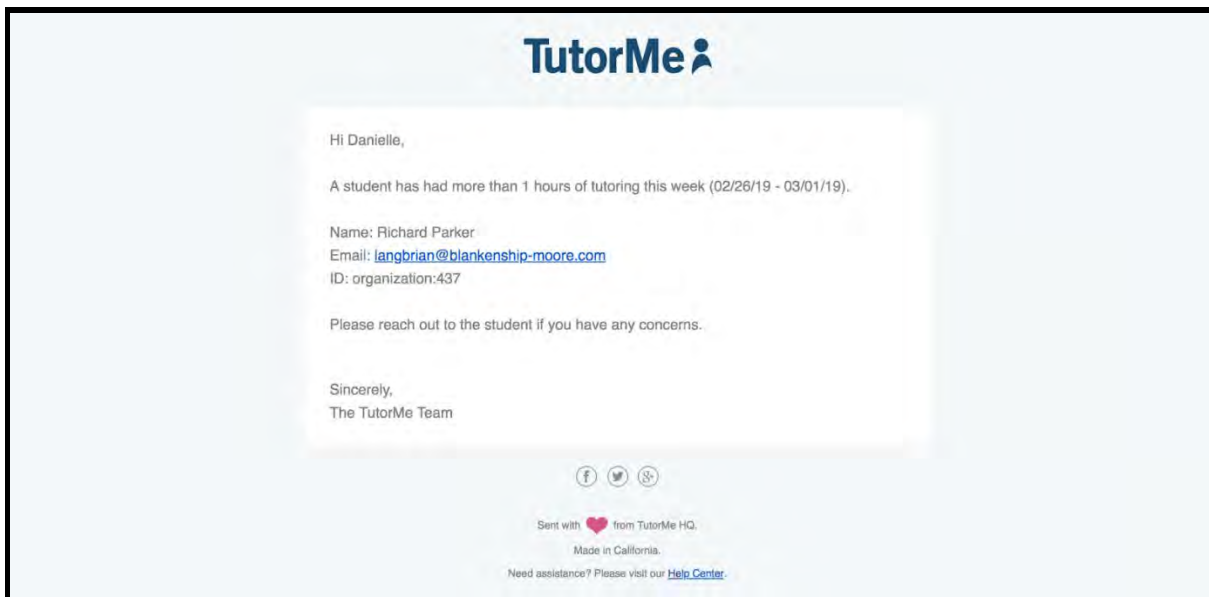
TutorMe can also put a cap on individual sessions (e.g., no session can exceed sixty (60) minutes in length), or weekly and/or monthly limits per student (e.g., three (3) hours per student per week). These limits may be adjusted at any time.

TutorMe does not set time limits for tutoring sessions, but the school may select weekly or monthly limits for students. When a student reaches that limit, two actions are available: (1) the system can prevent the student from accessing tutoring services until the time period resets, and/or (2) the system can notify the school administrator so that he/she can take the desired action.

In addition, schools may use TutorMe's course-mapping system to limit students' subject selection to only those subjects that are relevant to their course(s) in the LMS.

Utilize an Effective Queue System
Students connect with a tutor, on average, in just 18.2 seconds. Our tutors receive alerts via remote messaging (desktop notifications, text messages, emails, and push notifications) when there is an unexpected increase in demand. We provide our tutors with heat maps that help to identify high-traffic times for each subject area. Our entire notification and alert system operates with machine learning. In this way, we ensure the right number of tutors is available when students most need tutoring services by simply managing supply and demand. Our tutors do not sign up for "shifts" or any other rudimentary method of scheduling hours.

If we notice unacceptable wait times for a particular subject area, we will actively recruit additional tutors to increase the number of available sessions. We can typically apply additional resources to meet the increased demand within just 48 hours.

15. Were all products/lines/services and pricing being made available under this contract provided in theattachment B and/or Appendix B, pricing sections?

Yes.

16. Does the respondent agree to offer all future product introductions at prices that are proportionate to contract pricing offered herein?

X Yes

☐ No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

17. Does pricing submitted include the required administrative fee?

X Yes

☐ No

Define your invoicing process and standard terms of payment.

Standard terms of payment are NET30. Our invoicing processes are: 1) Post-paid or 2) Pre-Paid | If the district purchases hours in advance there is a $1.00 per hour discount on pricing. The post-paid is done quarterly. The pre-paid is done within 30 days.

PERFORMANCE CAPABILITIES:

18. States being offered - Respondent must indicate any and all states where products and services are being offered.

X 50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

☐ Alabama	☐ Kentucky	☐ North Dakota
☐ Alaska	☐ Louisiana	☐ Ohio
☐ Arizona	☐ Maine	☐ Oklahoma
☐ Arkansas	☐ Maryland	☐ Oregon
☐ California	☐ Massachusetts	☐ Pennsylvania
☐ Colorado	☐ Michigan	☐ Rhode Island
☐ Connecticut	☐ Minnesota	☐ South Carolina
☐ Delaware	☐ Mississippi	☐ South Dakota
☐ District of Columbia	☐ Missouri	☐ Tennessee
☐ Florida	☐ Montana	☐ Texas
☐ Georgia	☐ Nebraska	☐ Utah
☐ Hawaii	☐ Nevada	☐ Vermont
☐ Idaho	☐ New Hampshire	☐ Virginia
☐ Illinois	☐ New Jersey	☐ Washington
☐ Indiana	☐ New Mexico	☐ West Virginia
☐ Iowa	☐ New York	☐ Wisconsin
☐ Kansas	☐ North Carolina	☐ Wyoming

☐ All U.S. Territories & Outlying Areas (Selecting this box is equal to checking all boxes below)

☐ American Samoa	☐ Midway Islands	☐ U.S. Virgin Islands
☐ Federated States of Micronesia	☐ Northern Marina Islands	
☐ Guam	☐ Puerto Rico	

19. List the number and location of offices, or service centers for all states being proposed in solicitation.

One office located at:

1925 Century Park E Ste 1700
Los Angeles, CA 90067

Our tutors services are provided virtually by tutors living all over the country. Our technical support is available to all 50 states and in all USA time zones 24/7/365.

Distribution Channel: Which best describes your company's position in the distribution channel:
X Manufacturer direct
☐ Authorized distributor
☐ Value-added reseller
☐ Certified education/government reseller
☐ Manufacturer marketing through reseller
☐ Other

20. In detail, describe your company's vetting and hiring process for tutors, including any required qualifications, background checks, and other standards tutors are required to meet.

TutorMe holds its national network of 15,000+ verified online tutors to the most rigorous standards in the industry. At present, 100% of our tutors hold a bachelor's degree, 78% hold at least an advanced degree, and 32% hold a Ph.D.

Each of our tutors has successfully completed our application process, illustrated below, which requires up to 90 days to receive a decision from TutorMe. Passing a criminal background

check conducted at the federal, state, and local level is required for any tutor working with minor children.
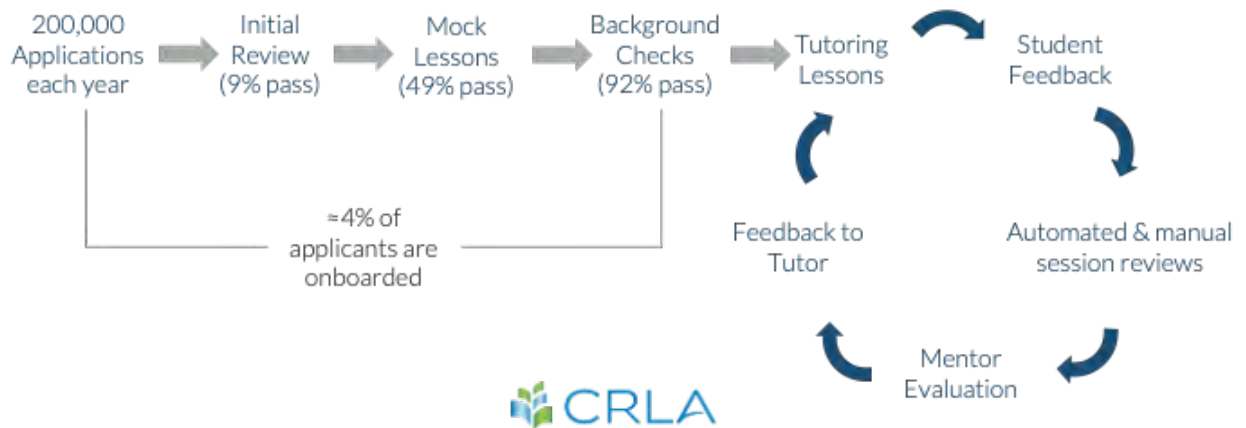
We maintain a 4% acceptance rate, largely due to our extensive application and vetting process:

- Transcripts are mandatory and verified.
- The application form allows applicants to identify their top three subjects.
- Question-and-answer features are part of the application process.
- All applicants must register through their Facebook page, which TutorMe uses as an identification verification tool.
- Once accepted, all tutors undergo twelve (12) hours of training prior to their first tutoring session.
- All tutors undergo a quarterly performance review to maintain our high standards.

TutorMe is an industry leader, especially as it relates to top compensation standards for tutors. All our tutors have formal teaching experience or a minimum of two years'experience in tutoring. Each accepted tutor undergoes a provisional training period before entering a live session with a student. Thereafter, tutors are subject to our stringent quarterlyperformance review to maintain our high standards. Students review tutors (and vice versa) after every session, and we archive those reviews and ratings for the student and administrators.
Our tutors are certified by TutorMe's stringent training program, developed in partnership with CRLA, and meet the CRLA Level 1 Certification requirements set forth by the *Handbook for Training Peer Tutors and Mentors* by the College Reading & Learning Association (CRLA). Each tutor completes twelve (12) hours of initial training followed by ongoing training/mentorship of approximately one (1) hour per quarter. Training consists of video workshops, mock sessions, exams, and tutor mentorship.

The 12-Step Tutoring Cycle

1. Climate & Greeting
2. Identify Task(s)
3. Break Task(s) into Parts
4. Identify Thought Processes Underlying Task(s)
5. Set Agenda
6. Address the Task
7. Student Summarizes Content - "The What"
8. Student Summarizes the Process - "The How"
9. Confirmation
10. What Next (for the student)?
11. Arrange & Plan next lesson
12. Closing & Goodbye
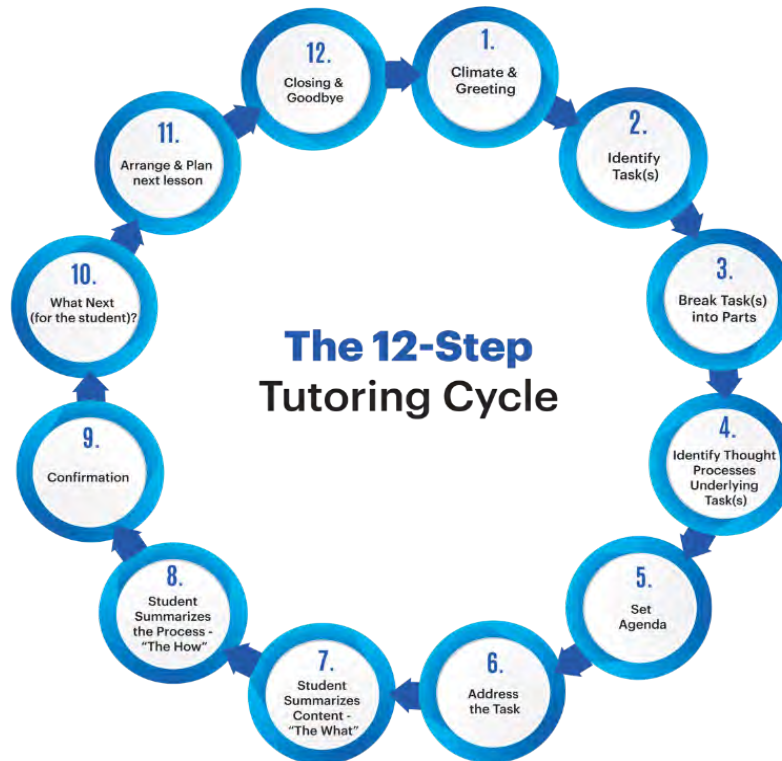
Our training includes the following topics:
- A Toolbox for the Novice Tutor
- Developing Critical Thinking Skills
- How to Tutor Writing
- Learning Theory
- TutorMe Policies
- Best Practices for Online Communication
- The Nature of Helping Relationships
- The Role of the Tutor
- Tutoring Students from Diverse Backgrounds
- Understanding Self-Regulatory Behaviors
- Study Skills: Note-Taking, Reading, and Testing Strategies

The training program also includes in-depth technical training on the TutorMe Lesson Space and the various tools available to help students.

TutorMe does not tolerate academic dishonesty in any form. Our tutors work through students' assignments with them. The tutors do not take tests, write papers, or complete assignments in any way. All work takes place within a secure and monitored environment equipped with automated tools to support compliance and ensure academic honesty.

TutorMe's platform was developed to connect tutors with learners. It is not a platform to exchange answers or complete assignments. Effective tutoring is more than simply giving out

answers to questions. We promote problem-solving approaches, helping students grasp methods to find the answers instead of providing those answers and then working backward. We invite you to read our full Honor Code at https://tutorme.com/honor-code.

21. Outline the methods of payments you will accept and include the overall process for agencies to make payments.

ACH (direct deposit), check, or credit card (credit card payments are charged a 3% convenience fee. Typically, once an agreement is signed, institutions will issue us a purchase order and we will issue an invoice aligned with that purchase order. NET30 for pre-paid agreements and quarterly from post-paid agreements.

22. Describe how your company collects data and performs analysis to identify students' strengths and needs.

TutorMe collects all associated metadata with each tutoring session and provides this information via an admin dashboard to teachers and administrators. This data can be accessed on-demand and exported as needed for further analysis. TutorMe works closely with school administrators to modify tutoring services to best meet student and learning objectives.

23. Describe how your tutors ensure that their content is aligned with state and local standards for education.

TutorMe tutors typically work with students on lessons assigned by teachers as part of their courses which are aligned with state and local standards. Often students are referred to TutorMe with specific learning objectives outlined by the teacher.

24. Describe your company's Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.).

Our friendly and supportive staff ensures your students are put first. Our contact center provides student support 24/7/365. In collaboration with each partner school's expectations, service level agreements are established to ensure inbound student interactions are answered within a specified time threshold. In collaboration with your institution, we can develop a ESC-10-specific knowledge base populated with specific information to inform and guide your students on how to best use our services—and to guide our tutors in how to best service your students.

From a student-facing perspective, TutorMe provides some basic Level 1 technical support like password resets, portal login, etc. From a partner school perspective, TutorMe provides technical support in regards to integrations to the LMS, and helps ESC-10 members with promoting online tutoring services to students.

Students typically do not need any instruction on using TutorMe as it is so easy to use, but we nevertheless provide additional support on our Help Center. The Help Center contains a searchable archive of articles that present answers to students' most common questions. The Help Center also uses powerful AI to guide users to the answers they need. In addition, TutorMe provides full technical support 24/7 through our in-house support team. Support can be accessed at any time through the platform.
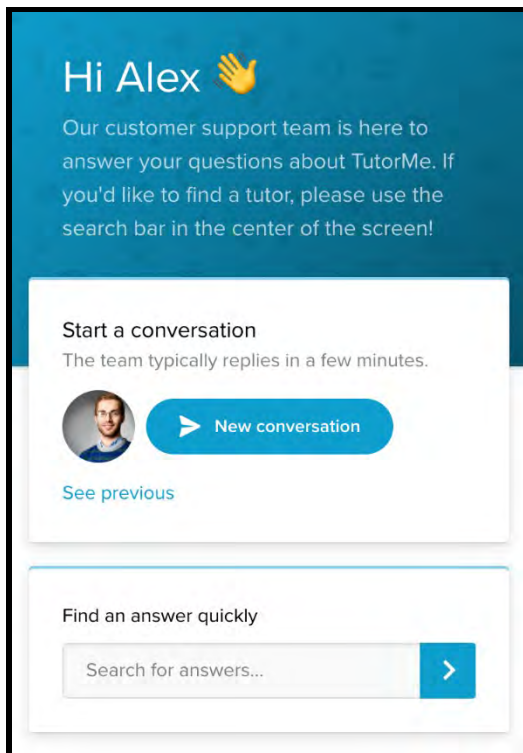
We will provide a one-hour maximum call back time for issues affecting system operation. Please note that our average response time to a customer support chat or email message is less than five (5) minutes.

The following graphic illustrates our typical response and close times:

https://drive.google.com/file/d/1ESgzIUt4SZIPcOjnAIRCy_TIschmuDyu/view

TutorMe uses Intercom (www.intercom.com) to track, manage, and respond to customer support requests. Intercom is the leader in customer support tools and uses advanced machine learning to help students find answers to questions immediately, even before a human engages with them. With Intercom, our passionate customer success team provides the highest level of customer experience in online tutoring.

TutorMe's help desk provides support for all functions of the platform. TutorMe's virtual help desk can assist students with technical issues, basic usage of the platform, or any other questions students may have about using TutorMe's platform. Administrators, faculty, and staff may also use TutorMe's help desk for assistance in utilizing the Administrative Dashboard, exporting reports, evaluating their students' usage of the platform, etc. Support services are available 24/7, 365.

25. Describe any safeguards and policies your company has in place to ensure the safety and well-being of students when interacting with a tutor.

Tutor Evaluations and Complaints
All TutorMe tutors undergo a stringent, quarterly performance review to maintain our high standards. TutorMe's tutors are reviewed on an ongoing basis in all subjects based on the

content of their student interactions. Students review tutors (and vice versa) after every session, and we archive those reviews and ratings for the student and administrators.

Our quality assurance team studies all student reviews and pays particular attention to any unsatisfactory reviews, sharing specific feedback with the involved tutor. We provide the tutor with specific recommendations and expectations for improvement with the mutual understanding that such improvement must be realized before the next quarterly performance review.

TutorMe manually reviews every session rated under four stars and one in every five sessions randomly. Students can "report" a tutor at any time if they are unhappy with the tutor or feel that the tutor's body of work needs to be reviewed. There is a one-strike policy with tutors. Because of the high demand and the large pool of applicants, there is no tolerance for tutors who do not follow TutorMe policy and the TutorMe Honor Code closely.

Alert Notifications on Students to ESC-10 Member Users Based on Interactions During Sessions
TutorMe can provide custom triggers for alerts based on interaction during sessions, including but not limited to duration of session, inactive time, inappropriate behavior by students, concerning feedback from a tutor, a low rating from a tutor, and academic dishonesty. These alerts can be emailed to any contacts specified by ESC-10 member users.

Policy and Protocols to Curtail Exchange of Personal Information
TutorMe strictly prohibits the exchange of private contact information between tutors and students. We background check all tutors and use automated monitoring technology within sessions to assure compliance for both security and academic quality. We use *Amazon Rekognition,* which allows you to automatically identify objects, people, text, scenes, and activities, as well as to detect any inappropriate content. Since all of our sessions are recorded and archived, there are ultimately no issues that can go undetected by our systems and QA team. The AI is continually trained on new data to expand its ability to recognize objects, scenes, and activities to improve its ability to accurately recognize.

26. Outline how your tutors give and receive feedback from teachers and/or parents about students' progress, strengths, weaknesses, etc.

At the end of each tutoring session, our tutors have the ability to provide written feedback about student performance and engagement. Administrators and school leaders will have access to this information as part of the admin dashboard.

27. Describe the capacity of your company to report monthly sales through this agreement to EqualisGroup.

Our accounting department will provide monthly reporting of sales via email or through an API data feed. Our point of contact for reporting and payments is: Shana Carrothers, accounting@tutorme.com.

28. Describe the capacity of your company to provide management reports, i.e.

consolidated billing by location, time and attendance reports, etc. for each eligible agency.

Each of our school partners will have an unique billing umbrella developed which will allow for individualized billing. This can include location, tutoring hours, students, subjects, and tutor ratings.

PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

Diversity Vendor Certification Participation - It is the policy of some Members participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

a. Minority Women Business Enterprise
Respondent certifies that this firm is an MWBE ☐ Yes ☒ No
List certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)
Respondent certifies that this firm is a SBE or DBE ☐ Yes ☒ No
List certifying agency: _____

c. Disabled Veterans Business Enterprise (DVBE)
Respondent certifies that this firm is an DVBE ☐ Yes ☒ No
List certifying agency: _____

d. Historically Underutilized Businesses (HUB)
Respondent certifies that this firm is an HUB ☐ Yes ☒ No
List certifying agency: _____

e. Historically Underutilized Business Zone Enterprise (HUBZone)
Respondent certifies that this firm is an HUBZone ☐ Yes ☒ No
List certifying agency: _____

f. Other
Respondent certifies that this firm is a recognized diversity certificate holder ☐ Yes ☒ No
List certifying agency: _____

PROPOSAL FORM 4: MANAGEMENT PERSONNEL

Please provide contact information and resumes for the person(s) who will be responsible for the following areas.

__Executive Contact__

Contact Person: _____Myles Hunter_____

Title: _____CEO_____

Company: _____TutorMe, LLC_____

Address: _____1925 Century Park E Ste 1700_____

City: _____Los Angeles_ State: _____CA_____Zip: ___90067_____

Phone:_____(323) 207-5665__ Fax: __(323) 714-2477_____

Email: _____myles@tutorme.com_____

__Account Manager / Sales Lead__

Contact Person: _____Lance Smith_____

Title: _____VP, Academic Partnerships_____

Company: _____TutorMe, LLC_____

Address: _____1925 Century Park E Ste 1700_____

City: _____Los Angeles State: _____CA_____Zip: _____90067_____

Phone:_____(323) 207-5665_____ Fax: _____(323) 714-2477_____

Email: _____lance@tutorme.com_____

__Contract Management (if different than the Sales Lead)__

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____Zip: _____

Phone:_____Fax: _____

Email: _____

__Billing & Reporting/Accounts Payable__

Contact Person: _____Shana Carrothers_____

Title: _____ Accounting _____

Company: _____ TutorMe, LLC _____

Address: _____ 1925 Century Park E Ste 1700 _____

City: _____ Los Angeles _ State: _____ CA _____ Zip: _____ 90067 _____

Phone:_____Fax: __ (323) 714-2477 _____

Email: _____ accounting@tutorme.com _____

__Marketing__
Contact Person: _____ Lance Smith _____

Title: _____ VP, Academic Partnerships _____

Company: _____ (See previous page) _____

Address: _____

City: _____ State: _____ Zip: _____

Phone:_____Fax: _____

Email: _____

PROPOSAL FORM 5: REFERENCES AND EXPERIENCE QUESTIONNAIRE

Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years.   Please try to provide references for K12, Higher Education, City/County and State entities. Provide the following information for each reference: **SEE ATTACHED SHEET**

a) Entity Name   Zovio, Inc. d/b/a TutorMe, LLC

b) Contact Name and Title   Lance Smith, VP, Academic Partnerships

c) City and State   Los Angeles, California

d) Phone Number   859-433-1817

e) Years Serviced   Eight

f) Description of Services   Tutor services for K-12 and Higher Ed

g) Annual Volume   >$13 mm

Questions:

1.   Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:

   None

2.   Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

   N/A

3.   Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.
   TutorMe, LLC has not been involved in any litigation or bankruptcy. It became a wholly owned subsidiary of Zovio, Inc. in 2019 (see Proposal Form 2: History of Organization

4.   Felony Conviction Notice – Please check applicable box:
       ☐ A publicly held corporation; therefore, this reporting requirement is not applicable
       ☒ Is not owned or operated by anyone who has been convicted of a felony.
       ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony.
      *If the 3rd box is checked a detailed explanation of the names and convictions must be attached.

References

District Name	Type of Project/Service	Contact Person	Details
Montgomery County Public Schools (K-12)	Online Tutoring (Equity)	Christopher (Chris) Cram Director, Communications Department 850 Hungerford Drive, Rockville, MD 20850 (240) 740-2837 Christopher_C._Cram@mcpsmd.org	We have a 1-year relationship. One of the largest school districts in the United States, MCPS works with TutorMe to provide online tutoring support to students in grades 3-12 in all content areas, including writing. TutorMe worked closely with MCPS staff to modify the start of tutoring sessions, by providing prompts for parent permission. TutorMe provides single sign-on access for students and teachers via a OneRoster Clever integration. School Admins are provided school specific data access and district administrators are provided access to all data points and emailed ad hoc reporting as needed. TutorMe has been focused on providing homework help, specifically to disadvantged students and students more impacted by the lack of in-person instruction. We are engaging with MCPS to provide even more hours of support for students for the 2021-22 school year.
Saint Paul Public Schools (K-12)	Online Tutoring (Hours)	Darren Ginther Director, Office of College and Career Readiness 1780 W. 7th St., Saint Paul, MN 55116 (651) 744-4536 darren.ginther@spps.org	We have a 1-year relationship. The largest school district in Minnesota provides services to over 35,000 students and partnered with TutorMe in the middle of the COVID-19 pandemic to ensure that students working from home received continued after school support. TutorMe provides support for all grade levels and with all subjects, including writing. Saint Paul worked to pre-purchase hours of tutoring that would be available to students after the school year ended and throughout the summer. TutorMe provides single sign-on access for students and teachers via a OneRoster Clever integration. TutorMe will be working closely with the Saint Paul administration team to train and communicate the tutoring benefit to all school personnel, students, and faculty for the upcoming school year as they continue to partner with us and expand opportunities for students.
Lauderdale County School District (K-12)	Online Tutoring (Equity)	Dr. Marie Roberts Instructional Technologist 301 46th Court, Meridian, MS 39302 (601) 485-0840 mroberts@lauderdale.k12.ms.us	We have a 1-year relationship. One of the top school districts in Mississippi, Lauderdale works with TutorMe to provide additional online tutoring support to students in grades K-12. The partnership was created as a result of needing additional support for at home students but has evolved to support all students. TutorMe has worked closely with Lauderdale administrators to establish each school as its own account and we provided customized training and communication materials as requested. Our partnership has created an opportunity to proactively reach out with academic support to some of the county's neediest students. Our continued efforts at support include creating additional communication materials and helping to support students during the summer most impacted by unfinished learning.
University of Utah (Higher Ed)	Online Tutoring Services	Kyle Ethelbah Director of Federal TRIO Programs 201 Presidents Circle, Salt Lake City, UT 84112 (801) 581-7188 KEthelbah@sa.utah.edu	We have a 4-year relationship with University of Utah that started as a result of their need to provide special student services for their TRIO students. They searched for an online tutoring program that can support their students after hours and they were ecstatic to learn that our tutors are available 24 hours a day, 7 days a week. They also wanted to make sure that students taking specialized courses such as Mechanical Engineering and Organic Chemistry had a place to go for extra support and our subject catalog of 300+ subjects was exactly what they were looking for! We have worked closely with this school to ensure that their TRIO students are well-supported and we are currently looking to integrate our services in their Learning Management System so that students can access this tool even more easily and efficiently.
Tennessee State University (Higher Ed)	Online Tutoring Services	Dr. Belinda Lee Academic Enrichment Coordinator Academic Enrichment Coordinator (615) 963-7523	We have a deep and ongoing 4-year relationship with Tennessee State University (TSU). The relationship started as a result of TSU's large increase in online programs and their struggle to provide adequate academic support to these students. Our initial contract with them was small but as we worked more closely with them and met the needs of their initial request, we began to help

References

		blee@tnstate.edu them meet unmet tutoring needs for their on-campus students as well. The relationship has continued to evolve as we worked with them this past year to create another pricing model. A model which allows them to adhere to a set budget for tutoring support and still provide the level and number of hours that students need. TSU became our first school to use an "All-Inclusive" model of support and has helped us explain our service model and solutions to many other schools.
Louisana State University – Shreveport (Higher Ed)	Online Tutoring Services	Correll "Cory" Hammond Director, Student Success 1 University Pl, Shreveport, LA 71115 (318) 795-2485 correll.hammond@lsus.edu We have a 3-year relationship with LSU-Shreveport that started as a result of their dissatisfaction with a competitor. They believed that student usage of online tutoring was negatively impacted by the outdated interface and lack of appropriate support tools (video, audio, etc.). They piloted our program and saw a significant increase in the percentage of students utilizing online tutoring. We expanded our relationship to be their preferred provider of online tutoring support. We have worked closely with this school to provide additional support tools and just recently they helped co-present with us at the CRLA annual conference in New Orleans, LA. They demonstrated to other schools how they went about selecting a new online tutoring provider and ultimately why they chose TutorMe.

PROPOSAL FORM 6: VALUE ADD QUESTIONNAIRE

Proposer must agree to work in cooperation with Region 10 ESC and the Equalis Group to develop a marketing strategy and provide avenues to equally market and drive sales through the Contract and program to all current and potential Members. Proposer agrees to actively market in cooperation with Region 10 ESC and the Equalis Group all available services to current and potential Members.

1.   Detail how your organization plans to market and promote this contract upon award.

Outreach by sales team to all Region 10 members via email and phone, announcing the award. With a goal of setting demos and offering information on TutorMe's product throughout the region.

2.   Provide the number of sales representatives which will work on this contract and where the sales representatives are located.

The sales team of five is located in California, Florida, and Illinois and can service Region 10 accounts virtually. Student Success Managers, who work with districts on implementation and ongoing service, are also strategically located throughout the country.

3.   Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

Acknowledged.

4.   Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable
N/A
Please also list and include copies of any certificates you hold that would show value for your response not already included above.

N/A

5.   Please include any additional products and/or services not included in the scope of the solicitation that you think will enhance and/or add value to this contract participating agencies.

N/A

PROPOSAL FORM 7: CLEAN AIR WATER ACT

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: _____ Zovio, Inc, d/b/a TutorMe, LLC _____

Title of Authorized Representative: _____VP, Academic Partnerships_____

Mailing Address: _____1925 Century Park E Ste 1700 Los Angeles, CA 90067_____

Signature: _____

PROPOSAL FORM 8: DEBARMENT NOTICE

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: _____ Zovio, Inc., d/b/a TutorMe, LLC _____

Title of Authorized Representative: _____ VP, Academic Partnerships _____

Mailing Address: _____ 1925 Century Park E Ste 1700 Los Angeles, CA 90067 _____

Signature: _____

PROPOSAL FORM 9: LOBBYING CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

 2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Lance Smith, VP, Academic Partnerships
_____
Signature of Respondent

 10/25/21
_____
Date

PROPOSAL FORM 10: CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

_____

Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy.   The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

 Lance Smith, VP, Academic Partnerships_____   __10/25/21_____
Signature of Respondent   Date

PROPOSAL FORM 11: ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

VENDOR _____ Zovio, Inc d/b/a TutorMe, LLC _____

ADDRESS _____ 1925 Century Park E Ste 1700 _____

_____ Los Angeles, CA 90067 _____

RESPONDANT

Signature

Lance Smith
Printed Name

VP, Academic Partnerships
Position with Company

PHONE _____ (323) 207-5665 _____

FAX _____ (323) 714-2477 _____

AUTHORIZING OFFICIAL

Signature

Lance Smith
Printed Name

VP, Academic Partnerships
Position with Company

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

TutorMe, LLC

Los Angeles, CA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Education Service Center 10

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP R10-1127

Tutoring Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Zovio, Inc.	Chandler, AZ United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____Lance Smith_____, and my date of birth is ___06/25/1973___.

My address is ___1925 Century Park E Ste 1700 Los Angeles, CA 90067, USA___, _____, _____, _____.
(street)   (city)   (state)   (zip code)   (country)

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

Executed in ___Orange___ County, State of ___Florida___, on the _25th_ day of ___Oct___, 20_21_.
                                                                              (month)   (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

PROPOSAL FORM 13: BOYCOTT CERTIFICATION, TERRORIST STATE CERTIFICATION, AND NONDISCRIMINATION AGAINST FIREARM INDUSTRY CERTICIFICATION

BOYCOTT CERTIFICATION

Respondent certifies that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Respondent certifies that respondent does not boycott energy companies, and it will not boycott energy companies during the term of any subsequent contract. Pursuant to Texas Government Code Chapter 2274, as enacted in Senate Bill 13 of the 87th Texas Legislature, if respondent is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with the ESC is $100,000 or more, the respondent must represent and warrant to the ESC that the respondent does not boycott energy companies and will not boycott energy companies during the term of any subsequent contract.

Does vendor agree? _____*LS*_____

<mark>(Initials of Authorized Representative)</mark>

TERRORIST STATE CERTIFICATION

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

Does vendor agree? _____*LS*_____

<mark>(Initials of Authorized Representative)</mark>

NONDISCRIMINATION AGAINST FIREARM INDUSTRY CERTIFICATION

Respondent certifies that respondent does not discriminate against firearm entities or firearm trade associations, and it will not discriminate against firearm entities or firearm trade associations during the term any subsequent contract. Pursuant to Texas Government Code Chapter 2274, as enacted in Senate Bill 19 of the 87th Texas Legislature, if respondent is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned

subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with the ESC is $100,000 or more, the respondent must represent and warrant to the ESC that the vendor does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any subsequent contract.

Does vendor agree? _____*LS*_____

(Initials of Authorized Representative)

PROPOSAL FORM 14: RESIDENT CERTIFICATION

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

☐ I certify that my company is a **"resident Bidder"**
☒ I certify that my company qualifies as a **"nonresident Bidder"**

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

Zovio, Inc d/b/a TutorMe, LLC_____   1925 Century Park E Ste 1700_____Compan

y Name   Address

_____   Los Angeles, CA 90067_____City

State   Zip

PROPOSAL FORM 15: FEDERAL FUNDS CERIFICATION FORM

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree? _____ *LS* _____

<mark>(Initials of Authorized Representative)</mark>

2. Termination for Cause or Convenience:

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best

interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does vendor agree? _____ℒ𝒮_____

<mark>(Initials of Authorized Representative)</mark>

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does vendor agree? _____ℒ𝒮_____

<mark>(Initials of Authorized Representative)</mark>

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does vendor agree? _____ *LS* _____

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all participating agency contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does vendor agree? _____ *LS* _____

6. Right to Inventions Made Under a Contract or Agreement:

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? _____ *LS* _____

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended –Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree? _____ *LS* _____

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree? _____*LS*_____

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does vendor agree? _____*LS*_____

10. Procurement of Recovered Materials:

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery,

and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree? _____*LS*_____

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of $150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Does vendor agree? _____*LS*_____

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does vendor agree? _____*LS*_____

13. General Compliance and Cooperation with Participating Agencies:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does vendor agree? _____*LS*_____

14. Applicability to Subcontractors

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does vendor agree? _____*LS*_____

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Zovio, Inc. d/b/a TutorMe, LLC

Company Name

Signature of Authorized Company Official

Lance Smith

Printed Name

VP, Academic Partnerships

Title

10/25/21

Date

PROPOSAL FORM 16: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS

AZ Compliance with Federal and state requirements: Contractor agrees when working on any federally assisted projects with more than $2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc.   Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.
When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ Compliance with workforce requirements: Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, …"every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program"
Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility: By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

AZ Non-Compliance: All federally assisted contracts to members that exceed $10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona): For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term.   If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

 Lance Smith, VP, Academic Partnerships   10/25/21
Signature of Respondent   Date

PROPOSAL FORM 18: NON-COLLUSION AFFIDAVIT

Company Name: Zovio, Inc. dba TutorMe, Inc.

Street: 1925 Century Park E Ste 1700

City, State, Zip Code:

Los Angeles, CA 90067

State of   Florida

County of _____ Orange _____

I, ____ Lance Smith _____ *of the* ____ City of Windermere _____

      Name   *City*

in the County of _____ Orange _____ *, State of* _____ Florida _____ *of full age, being duly sworn according to law on my oath depose and say that:*

I am the Vice President, Academic Partnerships *of the firm of* ___ Zovio, Inc, dba TutorMe, LLC _____

      Title   *Company Name*

the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Zovio, Inc. dba TutorMe LLC _____   VP, ACADEMIC PARTNERSHIPS

Company Name   *Authorized Signature & Title*

Subscribed and sworn before me

this 11th day of November , 2021

Notary Public of ~~NEW JERSEY~~

My commission expires 02/24 , 2025

SEAL

BRIAN SHAPIRO
Notary Public
State of Florida
Comm# HH097076
Expires 2/24/2025

PROPOSAL FORM 17: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Zovio, Inc. d/b/a TutorMe, LLC

Street: 1925 Century Park E Ste 1700

City, State, Zip Code: Los Angeles, CA 90067

Complete as appropriate:

I _____ , certify that I am the sole owner of _____ , that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____ , a partner in _____ , do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I_____ Lance Smith _____ , an authorized representative of _____ Zovio, Inc. dba TutorMe, LLC___ , a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
None		

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

 Lance Smith, VP, Academic Partnerships   10/25/21

Authorized Signature and Title   ***Date***

PROPOSAL FORM 19: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name: _____Zovio, Inc. dba TutorMe, LLC_____

Street: _____1925 Century Park E Ste 1700_____

City, State, Zip Code: _____Los Angeles, CA 90067_____

Bid Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)
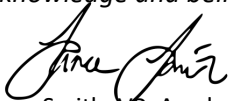
Vendors must submit with proposal:

1.   A photo copy of their *Federal Letter of Affirmative Action Plan Approval*   _____

          OR

2.   A photo copy of their *Certificate of Employee Information Report*   ____X_____

          OR

3.   A complete *Affirmative Action Employee Information Report (AA302)*   _____

Public Work – Over $50,000 Total Project Cost:

A.   No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form   _____
AA201-A upon receipt from the Harrison Township Board of Education

B.   Approved Federal or New Jersey Plan – certificate enclosed   _____

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Lance Smith, VP, Academic Partnerships _____   _____ 10/25/21

Authorized Signature and Title   ***Date***

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color,

national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____
Signature of Procurement Agent

CERTIFICATE OF EMPLOYEE INFORMATION REPORT   **INITIAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of   **15-Sep-2021** to **15-Sep-2028**

TUTORME

1925 CENTURY PARK EAST, SUITE

LOS ANGELES   **CA**   **90067**

ELIZABETH MAHER MUOIO

State Treasurer

PROPOSAL FORM 20: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html).

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a) The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html They will be updated from time-to-time as necessary.

    b) A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**

    c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.

    d) The form may be used "as-is", subject to edits as described herein.

    e) The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.

    f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:
1. any State, county, or municipal committee of a political party
2. any legislative leadership committee*
3. any continuing political committee (a.k.a., political action committee)
4. any candidate committee of a candidate for, or holder of, an elective office:
1.   of the public entity awarding the contract
2.   of that county in which that public entity is located
3.   of another public entity within that county
4.   or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:
5. individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
6. all principals, partners, officers, or directors of the business entity or their spouses
7. any subsidiaries directly or indirectly controlled by the business entity
8. IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

 NOTE: This section does not apply to Board of Education contracts.
* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker

of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

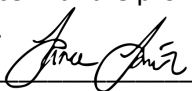**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**
Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Zovio, Inc. dba TutorMe, LLC			
Address:	1925 Century Park E Ste 1700 L			
City:	Los Angeles	State: CA	Zip:	90067

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

_____   ___Lance Smith_____   __VP, Academic Partnerships_
Signature   Printed Name   Title

Part II – Contribution Disclosure
Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
None			$

☐ Check here if the information is continued on subsequent page(s)

Continuation Page
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant To <u>N.J.S.A.</u> 19:44A-20.26
Page __2__ of ___2___

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
None			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
<u>N.J.S.A.</u> **19:44A-20.26**
County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

None

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM [WWW.NJ.GOV/DCA/LGS/P2P](WWW.NJ.GOV/DCA/LGS/P2P) **A COUNTY-BASED, CUSTOMIZABLE FORM.**

PROPOSAL FORM 21: STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership

☒ Corporation

☐ Sole Proprietorship
☐ Limited Partnership
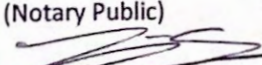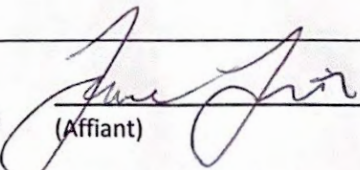☐ Limited Liability Corporation

☐ Limited Liability Partnership
☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

<u>Stockholders:</u>

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 11ᵗʰ day of
November, 2021.

BRIAN SHAPIRO
Notary Public
State of Florida
Comm# HH097076
Expires 2/24/2025

(Notary Public)

My Commission expires: 02/24/2025

_____
(Affiant)

Lance Smith, VP, Academic Partnerships
(Print name & title of affiant)

(Corporate Seal)

PROPOSAL FORM 22: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

☒ We take no exceptions/deviations to the general terms and conditions

(*Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☐ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(*Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.*)

PROPOSAL FORM 23: EQUALIS GROUP ADMINISTRATION AGREEMENT

Requirements for Master Agreement To be administered by Equalis Group

Attachment A, Equalis Group Administrative Agreement is used in administering Master Agreements with Region 10 and is preferred by Equalis Group. <mark>Redlined copies of this agreement should not be submitted with the response.</mark> Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response**.

ⓧ   Respondent agrees to all terms and conditions outlined in each of the Administration Agreement.

☐   Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Administration Agreement. Negotiations will commence after sealed Proposals are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.

PROPOSAL FORM 24: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE
OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:

[X] We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)

[ ] We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

10/25/21
_____
Date

Lance Smith, VP, Academic Partnerships
Authorized Signature & Title

PROPOSAL FORM 25: VENDOR CONTRACT AND SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED

Company name	Zovio Inc. dba TutorMe, LLC
Address	1925 Century Park E Ste 1700
City/State/Zip	Los Angeles, CA 90067
Telephone No.	(323) 207-5665
Fax No.	(323) 714-2477
Email address	lance@tutorme.com
Printed name	Lance Smith
Position with company	VP, Academic Partnerships
Authorized signature	*[signature]*
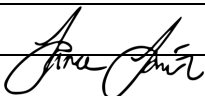
Term of contract _____**January 1, 2022**_____**to** _____**December 31, 2024**_____

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

_____   _____

Region 10 ESC Authorized Agent   Date

_____

Print Name

Equalis Group Contract Number _____