



**COUNTY OF HENRICO
DEPARTMENT OF FINANCE
PURCHASING DIVISION
CONTRACT EXTRACT
NOTICE OF AWARD/RENEWAL**

| | |
|---|---|
| DATE: | September 19, 2024 |
| CONTRACT COMMODITY/SERVICE: <i>(include contracting entity if cooperative)</i> | Online Homework Help/Tutoring Services |
| CONTRACT NUMBER: | 2696A |
| COMMODITY CODE: | 956.38 |
| CONTRACT PERIOD: | September 1, 2024 through August 31, 2025 |
| RENEWAL OPTIONS: | 4 remaining one-year periods through 2029 |
| USER DEPARTMENT: | Henrico County Public Library |
| Contact Name: | Alex Hamby |
| Phone Number: | 804-501-1908 |
| Email Address: | ahamby@henricopubliclibrary.org |
| HENRICO COOPERATIVE TERMS INCLUDED: | Yes |
| SUPPLIER: Name: | Tutor.com, Inc. |
| Address: | 110 East 42 nd Street, Suite 700 |
| City, State: | New York, NY 10017 |
| Contact Name: | David Wills |
| Phone Number: | 917-455-4617 |
| Email address: | david.wills@tutor.com |
| ORACLE SUPPLIER NUMBER: | 379018 |
| BUSINESS CATEGORY: | Non-SWaM |
| PAYMENT TERMS: | Net 30 |
| DELIVERY: | N/A |
| FOB: | Destination |
| BUYER: Name: | Jon Creger, VCA, VCO |
| Title: | Procurement Analyst II |
| Phone: | 804-501-5664 |
| Email: | Cre057@henrico.gov |

This contract is the result of a competitive solicitation issued by the Department of Finance, Purchasing Division. A requisition must be generated for all purchases made against this contract and the requisition must reference the contract number.



COMMONWEALTH OF VIRGINIA

County of Henrico

Non-Professional Services Contract

Contract No. 2696A

This Non-Professional Contract (this “Contract”) entered into this 1st day of September 2024, by TPR Education, LLC dba Tutor.com (the “Contractor”) and the County of Henrico, Virginia (the “County”).

WHEREAS the County has awarded the Contractor this Contract pursuant to Request for Proposals No. 24-2696-5JEC, as modified by any addenda (the “Request for Proposals”), for Web Hosted Online Homework and Tutoring Services.

WITNESSETH that the Contractor and the County, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the County as set forth in the Contract Documents.

COMPENSATION: The compensation the County will pay to the Contractor under this Contract shall be \$17,500 annually for Web Hosted Online Homework and Tutoring Services.

CONTRACT TERM: The Contract term shall be for a period of one year beginning September 1, 2024 and ending August 31, 2025. The County may renew the Contract for up to 4 one-year terms giving 30 days’ written notice before the end of the term unless Contractor has given the County written notice that it does not wish to renew at least 90 days before the end of the term.

CONTRACT DOCUMENTS: This Contract hereby incorporates by reference the documents listed below (the “Contract Documents”) which shall control in the following descending order:

1. This Non-Professional Services Contract between the County and Contractor.
2. The General Contract Terms and Conditions included in the Request for Proposals.
3. Contractor’s Best and Final Offer dated August 12, 2024 (Exhibit A).
4. Contractor’s Original Proposal dated June 7, 2024 (Exhibit B).
5. Tutor.com Master Services Agreement as modified by the parties (Exhibit C).
6. Virginia School Data Privacy Agreement (Exhibit D).
7. The Scope of Services included in the Request for Proposals.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound hereby.

[Remainder of page intentionally left blank; signature page to follow.]

TPR Education, LLC dba Tutor.com

110 East 42nd Street, Suite 700
New York, NY 10017

Lauren Lobdell

Signature

Lauren Lobdell, VP Customer

Printed Name and Title

09 / 13 / 2024

Date

County School Board of Henrico County,
Virginia

P.O. Box 23120
Henrico, VA 23223

Oscar Knott

Signature

Oscar Knott

Oscar Knott, CPP, CPPO, NIGP-CPP, VCO

09/19/2024

Date

APPROVED AS TO FORM:

Arnold Braun

Assistant County Attorney

9-16-24

Date

Signature Certificate

Reference number: 4AYWY-MYVJI-FBARB-GYSOQ

Signer

Lauren Lobdell

Email: lauren.lobdell@tutor.com

Shared via link

Sent:

Viewed:

Signed:

Timestamp

13 Sep 2024 12:40:23 UTC

13 Sep 2024 12:52:31 UTC

13 Sep 2024 12:53:42 UTC

Signature

Lauren Lobdell

IP address: 68.195.106.48

Location: Fairfield, United States

Document completed by all parties on:

13 Sep 2024 12:53:42 UTC

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PandaDoc is a document workflow and certified eSignature solution trusted by 50,000+ companies worldwide.





Response to RFP Follow-up Questions

RFP No. 24-2696-5JEC

Web Hosted Online Homework and Tutoring Services



Prepared by:

David Wills

Senior Director, Library Partnerships

Phone: (917) 455-4617

Email: David.wills@tutor.com

Response to Follow-up Questions – RFP No. 24-2696-5JEC

1. Are the servers spread out, or are they in one location?

Any data collected during the engagement will be hosted and stored in the United States via Tutor.com's collocated data centers and cloud providers, including but not limited to Amazon Web Services. This includes backup data, and disaster recovery locations.

2. How many outages have you had in the last three years that lasted over an hour?

We have not experienced an outage that lasted over an hour in the last three years.

3. How many data breaches have you had in the last three years?

On May 1, 2023, an employee's email account was breached due to phishing. A small portion of student email addresses from one institution were exposed. The institution affected was notified and most of the student addresses were no longer active. No other student information was exposed. Improvements to processes and additional security controls were put in place due to this incident.

Notification of these events, depending upon the severity, would be done within 48 hours via email and/or phone.

4. Do you have security audit certificates?

Yes, our data center providers are SOC2 compliant and provide us with an annual certification report. We are also in the process of completing our annual audit, and we expect the final report of our SOC2 Type II to be available in the fall of 2024.

5. Can the site be branded with HCPL logo?

Yes. Tutor.com provides a wide range of client customization options to clients, including the ability to display your logo, as well as custom language, images, directives/instructions, and/or other components for all users, including tutors. We can also provide customizable on-demand dashboards.

6. Do the standardized testing options include Virginia SOL?

Tutor.com provides standardized testing options for the Virginia SOL, with a focus on tutoring for specific content area and grade level or course.

During each tutoring session tutors ensure that all SOL criteria are consistently met – as is their practice for our other Virginia clients – by determining what a student knows as a session begins, what they've learned in class, and how their teachers have taught it. They then employ Socratic questioning and a scaffolding approach that allows the student to demonstrate their learning.

We can also create a customized tutor resource page that includes details on these standards and other information you would like our tutors to have. Then, when a tutor receives a tutoring request from an HCPL patron, which our system would indicate, this resource page would appear.

Going forward, if there are significant changes to the SOL standards, we will provide our tutors with the necessary information via additional learning modules or resources.

7. Is data secure within the product-who has access to data?

Yes, Tutor.com's learning environment is built to protect client information and each individual learner's privacy and create a safe, reliable online experience. Tutor.com and its employees and tutors comply with all applicable federal regulations, to include FERPA, COPPA, and those that deal with user data and privacy issues. We never disclose, transmit, or distribute user data beyond its customer-approved use.

All user information is protected by redundant firewall, file security, and anti-virus systems. All identified vulnerabilities are addressed promptly to limit exposure of user PII to external soft threats. Annual third-party penetration testing and monthly vulnerability scans are leveraged to identify and patch vulnerabilities.

Tutor.com's customer environment resides completely in the Amazon Web Services cloud. Our internal operation-based systems reside in a co-located facility in the United States.

Access to Data: Our data center permits access only to individuals on our access list with valid photo ID. After access is granted, the person is given a key card and must pass through a biometric scanner. It is also protected 24 hours a day by on-premises security guards.

In addition to the redundant security systems mentioned above, Tutor.com limits the number of employees with access to pertinent data and records all employee updates to user student data for periodic audits.

Tutoring session and account data access is only granted to Tutor.com engineering and operation staff as needed to fulfill our service obligations to clients utilizing a role/group-based security with a least access granted model. Administrative client staff (only those designated by the appropriate client leadership) will have indirect access to the data, via the Tutor.com reporting and administrative portal.

8. Where does contact between tutor and student take place? In product? Outside product? In the online classroom

Contact between the tutor and student takes place only within our online classroom. This is a safe and secure environment in which all student and tutor interactions are anonymized, with each only identified by their first name.

To further ensure student privacy, the tutor's and student's actions are time-stamped and recorded from beginning to end during the session. Voice chat is also recorded, and both the recording and a written transcript are available.

9. How are students in crisis handled with product?

Although our tutors focus solely on providing academic support, there may be times when a student shares information during a tutoring session that indicates they may want to harm themselves or others, or that they are being harmed. Should this occur, the tutor must immediately report this via our internal Student in Crisis ticketing system, which escalates the matter to the Tutor.com management team for their review.

This team includes members of our Learning Services and Customer Success leadership groups, who immediately assess these cases to determine the best course of action, which can include review of the recorded session and reporting to a client's designated personnel. Should we be awarded a contract, we will work with you to identify and implement your preferred processes.

10. How often are tutors vetted?

Tutors are vetted during the application process and at regular intervals once they're onboarded. Upon completion of the tutor's initial interview and introduction, we conduct an extensive third-party background check. All tutors must satisfactorily pass this, which includes a multi-tiered criminal history check and education verification. A criminal background check is repeated continuously for all active U.S. tutors. Less than two percent of applicants who register on our website to tutor pass all the benchmarks to become a tutor with Tutor.com.

Tutor.com continuously repeats background checks of all tutors throughout the year. Specific components of our background checks include:

- County criminal search (for all the places the applicant has resided in the last seven years)
- Education verification
- National criminal search
- Federal and state sex offender search
- SSN trace
- Global Watchlist Search

In addition, we run a criminal rescreen against a national database for all active U.S. tutors continuously; every 30 days, a third party will do a 1-year lookback for data reported throughout their tenure. This consists of the following:

- National criminal database
- Global Watchlist database
- Federal and state sex offender registries
- Global Watchlist Search

There is also an arrest record search that monitors candidates in real-time.

11. How are non-English languages decided for inclusion in the product?

The decision to offer specific non-English languages is based on customer feedback. We're always interested in finding out what languages libraries, schools, and districts feel their students need support in, but also realize that finding tutors to support every language can be difficult.

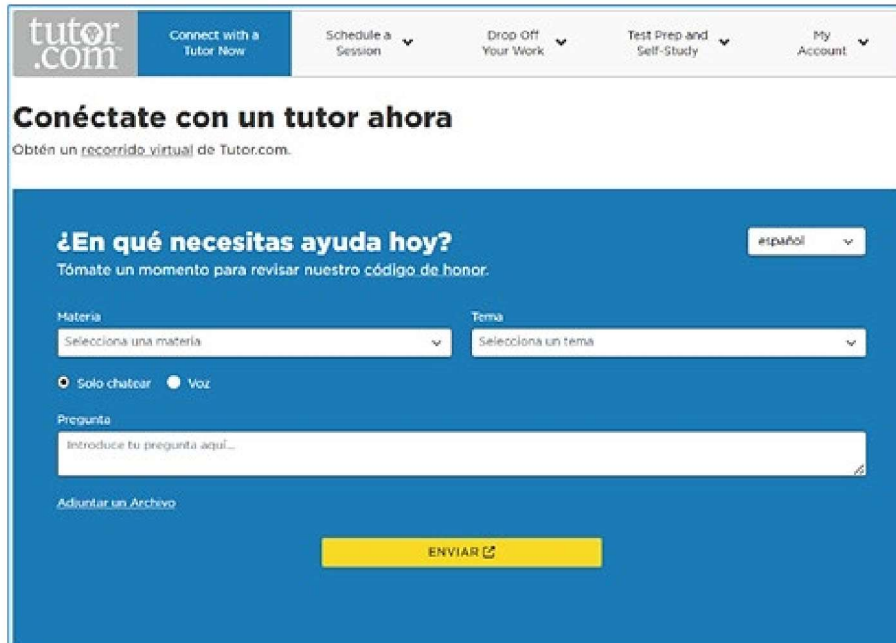
We therefore ask for customer feedback and then do an analysis of the expected usage and the available tutor pool for recruitment. This is the basis for adding any new languages.

12. Is Latin available as a language for study?

Latin is not available as a language for study, as there has been virtually no demand for this among our library clients.

13. Which languages can the site be translated into?

Within our online classroom our on-demand tutoring screen text can be converted from English to Spanish, as shown below.



The screenshot shows the Tutor.com website interface in Spanish. At the top, there is a navigation bar with the Tutor.com logo and several links: "Connect with a Tutor Now", "Schedule a Session", "Drop Off Your Work", "Test Prep and Self-Study", and "My Account". Below the navigation bar, the main heading reads "Conéctate con un tutor ahora" (Connect with a tutor now). Underneath this, there is a subheading "¿En qué necesitas ayuda hoy?" (What do you need help with today?). To the right of this subheading is a language dropdown menu currently set to "español". Below the subheading, there is a text input field for "Materia" (Subject) and a dropdown menu for "Tema" (Topic). Below these fields are two radio buttons: "Solo chatear" (Only chat) and "Voz" (Voice). Below the radio buttons is a text input field for "Pregunta" (Question) with the placeholder text "Introduce tu pregunta aquí..." (Enter your question here...). Below the question field is a link "Adjuntar un Archivo" (Attach a file). At the bottom of the form is a yellow button labeled "ENVIAR" (SEND).

In addition to the above, Tutor.com can provide a variety of marketing and outreach materials for parents and families that are available in English and Spanish. Materials can also be provided in other languages if needed.

14. Submit pricing. The price shall include all costs associated with providing the services and materials outlined in Sec. II of this RFP. Price shall be evaluated by pricing on Attachment A.

Please see the following page.

Attachment A

Best and Final Offer (“BAFO”) Pricing to provide Web Hosted Online Homework and Tutoring Services

| | |
|---|-----------------|
| Annual cost to provide Web Hosted Online Homework and Tutoring Services | \$17,500 |
|---|-----------------|



Master Services Agreement

This Master Services Agreement (“Agreement”) is made as of the date of last signature below (“Effective Date”) between Tutor.com, Inc. (“Tutor.com”) and County of Henrico, Virginia, a political subdivision of the Commonwealth of Virginia (“Customer”).

1. **Services.** Tutor.com will provide to Customer and its Users the online tutoring services (“Services”) set forth in service orders (“Service Orders”), the first of which is attached hereto as Exhibit A and each of which is part of this Agreement. “User” means visitors of Customer who are authorized by Customer to access the Services. Tutor.com provides the Services through its proprietary online classroom (“Online Classroom”), and during the term of this Agreement and subject to the terms and conditions of this Agreement, Tutor.com grants Customer and its Users the non-exclusive, non-transferable right to access the Online Classroom in connection with the Services.

Setup. Tutor.com will set up the Services for launch on a date mutually agreeable to the parties. Customer will provide Tutor.com with all information and other cooperation needed to set up and launch the Services. Customer acknowledges and agrees that although Tutor.com offers a variety of authentication methods through which Users may access the Services, Customer is responsible for determining the authentication method to be used.

3. **Payment.** The fees for the Services will be set forth in Services Orders and will be invoiced in accordance with the Service Orders. Customer will pay invoices within 30 days of the invoice date unless otherwise specified in the Service Orders. Tutor.com may suspend the Services if any amounts remain unpaid 30 days after the due date. All fees are net of taxes, except for taxes on Tutor.com’s income. If Customer is exempt from taxes, Customer will provide its state tax exemption certificate.

4. **Representations and Warranties.**

a. Each party represents and warrants to the other that (i) it will comply with all applicable laws and regulations in connection with its performance under this Agreement and (ii) the individual signing this Agreement on its behalf has the authority to do so.

b. Tutor.com represents and warrants that it will perform the Services in a professional manner in accordance with industry standards. Customer’s sole remedy for a breach of this warranty is re-performance of the particular Services that breached the warranty at no additional charge.

c. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICES AND THE ONLINE CLASSROOM ARE PROVIDED “AS IS” AND TUTOR.COM EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. TUTOR.COM MAKES NO WARRANTY THAT THE SERVICES OR THE ONLINE CLASSROOM WILL MEET CUSTOMER’S REQUIREMENTS OR WILL WORK IN COMBINATION WITH ANY HARDWARE OR APPLICATIONS PROVIDED BY THIRD PARTIES, THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL DEFECTS IN THE SERVICES OR THE ONLINE CLASSROOM WILL BE CORRECTED.

5. Term and Termination.

a. The term of this Agreement is from the Effective Date through the date of termination by either party. Either party may terminate this Agreement upon 30 days prior written notice to the other if no Service Order is in effect.

b. Either party may terminate this Agreement (or any Service Order) upon written notice to the other if the other party commits a material breach of this Agreement (or the Service Order) that remains uncured for 30 days following written notice of the breach.

6. User Information. Tutor.com will not disclose to any third party any personally identifiable information of a User without first obtaining Customer's prior written consent, except as otherwise provided in Tutor.com's privacy policy. Subject to the foregoing, Tutor.com is entitled to use such information in accordance with applicable law and its privacy policy.

7. Certain Obligations and Restrictions.

a. Customer will not allow the Services or the Online Classroom to be used by any person who is not a User. Customer will notify Tutor.com promptly of any known or suspected breach of Tutor.com's rights to the Services or the Online Classroom that comes to its attention and will reasonably cooperate in Tutor.com's efforts to protect its rights.

b. Customer, including its Users, will not (i) use, copy, create derivative works of, display, or modify the Services (including any content available through the Services) or the Online Classroom except as permitted by this Agreement, (ii) disclose, reproduce, sell, or distribute any content available through the Services to any third party, or (iii) decompile, reverse engineer, or otherwise attempt to discover any source code of the Online Classroom.

c. Customer, including its Users, will not upload to or distribute or publish through the Online Classroom any content (i) which is defamatory, threatening, abusive, or otherwise unlawful, (ii) which is vulgar, obscene, or sexually explicit, (iii) which violates any person's privacy or publicity rights, or (iv) which violates the intellectual property or other proprietary rights of any person.

d. Customer, including its Users, will not (i) attempt to gain unauthorized access to the Services or the Online Classroom or use or access the Services or the Online Classroom in a way intended to avoid fees, (ii) interfere with or disrupt the Services or the Online Classroom or (iii) upload to or distribute through the Online Classroom any viruses, Trojan horses, worms, or other similar programs.

e. Customer, including its Users, will treat Tutor.com's tutors with respect.

f. All marketing and other communications by Customer and Customer web pages that refer to the Services must include the Tutor.com logo as provided by Tutor.com or the words "Powered by Tutor.com, a Service of The Princeton Review®."

8. LIMITATION OF LIABILITY. TUTOR.COM WILL NOT BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES RELATING TO THIS AGREEMENT, EVEN IF TUTOR.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR AN AGREED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. TUTOR.COM'S AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THIS AGREEMENT,

WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNTS ACTUALLY RECEIVED BY TUTOR.COM UNDER THIS AGREEMENT IN THE 12 MONTHS PRECEDING SUCH CLAIM.

9. **Proprietary Rights.** Tutor.com retains all rights, title, and interest in and to all aspects of the Services, including but not limited to the Online Classroom, any changes to or derivative works of the Services or the Online Classroom, and recordings and transcripts of online sessions.

10. Confidentiality.

a. Except as otherwise provided in this Agreement, each party will retain the other party's Confidential Information (as defined below) in strict confidence, will use the other party's Confidential Information only for purposes of this Agreement, and will not disclose the other party's Confidential Information without the other party's prior written consent, provided that the receiving party may disclose the disclosing party's Confidential Information to the receiving party's or its affiliates' personnel and contractors who need to know such Confidential Information and who are bound by confidentiality obligations at least as restrictive as those in this Agreement. If there is a breach of this Section 10, the disclosing party may suffer irreparable harm and will therefore be entitled to obtain injunctive relief in addition to any other available rights and remedies.

b. "Confidential Information" means the terms of this Agreement and all information, materials, or technology provided by a party to the other party that is marked as "Confidential" or "Proprietary," or that, under the circumstances taken as a whole, would be reasonably deemed to be confidential. "Confidential Information" does not include information which (i) is or becomes generally available to the public other than as a result of the breach of this Agreement by the receiving party, (ii) is independently developed by the receiving party, (iii) was rightfully within the receiving party's possession prior to disclosure by the disclosing party, (iv) is received from a third party which was not bound by a confidentiality obligation with respect to such information, or (v) is legally required or permitted to be disclosed under the Virginia Freedom of Information Act.

11. **Notices.** Any notice under this Agreement will be in writing and be deemed given if: (i) personally delivered; (ii) sent by overnight courier, with proof of delivery; (iii) sent by registered or certified U.S. mail, return receipt requested, or (iv) delivered by email, to the parties as set forth below.

| If to Tutor.com: | If to Customer: |
|---|--|
| Tutor.com, Inc. | County of Henrico, Virginia, a political subdivision of the Commonwealth of Virginia |
| Attn: Legal Department 110 E. 42nd Street, 7th Floor | Attn: Jon Creger P.O. Box 90775 |
| New York, NY 10017 | Henrico, VA 23273-0775 |
| Email: legal@review.com | CRE057@henrico.gov |

12. Miscellaneous Provisions. If there is a conflict between this Agreement and any Service Order, this Agreement will control unless the Service Order expressly provides otherwise. No provision of this Agreement will be deemed waived or amended unless waived or amended in writing. Sections 3, 6, 7, 8, 9, 10, 11, and 12 and any other provisions which would reasonably be expected to survive the termination of this Agreement will so survive. The terms in any purchase order (other than the offerings, quantities, and prices) will not be binding on Tutor.com. Neither party will be responsible for any delay in performance or failure to perform due to causes beyond its reasonable control. No joint venture, partnership, employment or agency relationship exists between the parties as a result of this Agreement. This Agreement may not be assigned by either party without the prior written consent of the other party; provided that Tutor.com may assign its rights and obligations under this Agreement to an affiliate or in connection with a merger, reorganization, consolidation, or sale of all or substantially all of its stock or assets. Subject to the preceding sentence, this Agreement shall be binding upon the parties and their permitted successors and assigns. There are no intended third party beneficiaries of this Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement will be governed by the laws of the state where Customer is located, without regard to its conflicts of law principles. If any provision of this Agreement is held invalid or unenforceable, the other provisions of this Agreement will remain in full force and effect and, so far as is reasonable and possible, effect will be given to the intent of the provision held invalid or unenforceable. This Agreement comprises the entire agreement between the parties, and supersedes all prior or contemporaneous oral or written negotiations, understandings, and agreements between the parties, concerning the subject matter of this Agreement. If the parties sign a separate agreement for the protection or processing of personally identifiable information or data, such agreement is hereby incorporated into this Agreement.

Accepted and agreed to by:

| Tutor.com, Inc. | Customer |
|-----------------------------|----------------------------|
| By: <i>Lauren Lobdell</i> | By: <i>Oscar Knott</i> |
| Name: Lauren Lobdell | Name: Oscar Knott |
| Title: VP, Customer Success | Title: Purchasing Director |
| Date: 09 / 13 / 2024 | Date: 09/19/2024 |

APPROVED AS TO FORM
AS EXHIBIT TO CONTRACT
NO. 2696A
[Signature] 9-16-24
Assistant County Attorney

Exhibit A

Initial Service Order under Master Services Agreement

This order for the online tutoring services listed below constitutes a Service Order under the Master Services Agreement to which this order is attached between Tutor.com, Inc. ("Tutor.com") and County of Henrico, Virginia, a political subdivision of the Commonwealth of Virginia ("Customer")

| Customer: | Tutor.com Primary Contact Information |
|--|---------------------------------------|
| Name: Jon Creger | Name: David Wills |
| Customer: County of Henrico, Virginia, a political subdivision of the Commonwealth of Virginia | Tutor.com, Inc. |
| Address: P.O. Box 90775 | Address: 110 E. 42nd St., FL 7 |
| City, State Zip: Henrico, VA 23273-0775 | New York, NY 10017 |
| Telephone: (804) 501-5664 | Telephone: (917) 455-4617 |
| Email: CRE057@henrico.gov | Email: david.wills@tutor.com |

| Customer Billing Contact Information | Tutor.com Billing Contact Information |
|--|---------------------------------------|
| Name: Jon Creger | Customer Invoicing |
| Customer: County of Henrico, Virginia, a political subdivision of the Commonwealth of Virginia | Telephone: 800-444-0189 |
| Address: P.O. Box 90775 | Email: customerinvoicing@tutor.com |
| City, State Zip: Henrico, VA 23273-0775 | |
| Telephone: (804) 501-5664 | |
| Email(s): CRE057@henrico.gov | |

Ordered Services: Tutor.com agrees to provide Customer the Services listed below.

Service Order Start Date: **9/1/2024**

Service Order End Date: **8/31/2025**

| Name | Annual Price | Quantity | Subtotal |
|---|--------------|----------|-------------|
| TutorPlus Learning Suite K12, College, and Adult Tutoring Hours*: English: 10am to 12am, Sun-Sat Spanish: 10am to 12am, Sun-Sat With TutorPlus, there is no pre-defined limit on the number of sessions during the term of this Service Order. | \$17,500.00 | 1 | \$17,500.00 |
| College Admissions Self-Paced Course fee for College Admissions Self-Paced is per student. Each student will receive a license for College Admissions Self-Paced which includes the activity tool list, college research and application tracker, and 365 days of online student portal access. | \$0.00 | 1 | \$0.00 |
| NCLEX Self-Paced 365 Day access which includes entirety of QBank and 1,000+ slides of study notes and content review | \$0.00 | 1 | \$0.00 |

Subtotal **\$17,500.00**

Total **\$17,500.00**

Renewal Options Billed Annually:

- 9/1/25 to 8/31/26 = \$17,500
- 9/1/26 to 8/31/27 = \$17,500
- 9/1/27 to 8/31/28 = \$17,500
- 9/1/28 to 8/31/29 = \$17,500

*As of the Effective Date of the Agreement, the Services are offered 361 days of each standard year, and 362 days of each leap year. The Services are unavailable on January 1, July 4, Thanksgiving Day, and December 25. On those holidays the Services close beginning at 2:00 a.m. and they reopen at 2:00 a.m. on the following day (all times Eastern). Tutor.com may change the availability of Services and will notify Customer of any changes. The availability of the Services is also subject to reasonable downtime for maintenance and related activities and loss or interruption due to causes beyond Tutor.com's reasonable control.

** Newer subjects may have more limited hours.

Term: The initial term of this Service Order will be from the Start Date to the End Date listed above.

Fees: Customer agrees to pay Tutor.com the fees set forth in this Service Order, which do not include taxes.

Invoicing and Payment: Tutor.com will invoice Customer in the initial term of this Service Order upon execution of the Agreement, unless different payment terms are specified here: N/A.

Signature Certificate

Reference number: 4VGAU-W4ES5-CZCFJ-SPA EZ

Signer

Lauren Lobdell

Email: lauren.lobdell@tutor.com

Sent:

Viewed:

Signed:

Timestamp

13 Sep 2024 12:46:51 UTC

13 Sep 2024 12:54:00 UTC

13 Sep 2024 12:54:21 UTC

Signature

Lauren Lobdell

Recipient Verification:

✓ Email verified

13 Sep 2024 12:54:00 UTC

IP address: 68.195.106.48

Location: Fairfield, United States

Document completed by all parties on:

13 Sep 2024 12:54:21 UTC

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Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 50,000+ companies worldwide.





Request for Proposal

Response to County of Henrico RFP No. 24-2696-5JEC
Web Hosted Online Homework and Tutoring Services
Due date: June 12, 2024, 2 pm ET



Prepared by:

David Wills

Senior Director, Library Partnerships

Phone: (917) 455-4617

Email: David.wills@tutor.com

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Tab 1 – Introduction and Signed Forms

Dear County of Henrico Evaluation Committee:

Tutor.com welcomes the opportunity to respond to this RFP for Web Hosted Online Homework and Tutoring Services. It would be our privilege to continue to serve the Henrico County Public Library and its patrons and extend our valued partnership.

As the online tutoring industry's largest and most experienced provider – and winner of the **Modern Library 2021, 2022, 2023, and 2024 Platinum** awards – Tutor.com is uniquely positioned to provide the services HCPL requires.

We're a trusted, experienced, and financially stable academic partner with the capabilities, staff, and technology to expertly serve your patrons. Headquartered in New York City, we've delivered more than **26 million tutoring sessions** since our inception in 1998. We also provide test preparation services within our platform through our sister company, The Princeton Review.

Tutor.com serves approximately 1,300 clients companywide (including K-12 districts, colleges and universities, and companies) and approximately **2,600 library locations**. In addition to HCPL, library partners include several statewide systems: Alabama, Alaska, Louisiana, Rhode Island, South Carolina, and West Virginia. We also serve the Los Angeles Public Library, which has the largest population of any library in the United States. For a snapshot of our South Carolina State Library partnership, please see [this overview](#) from Leesa Aiken, Agency Director.



Leesa Aiken

“Almost every child that uses Tutor gives feedback and the rating ... usability, the tutor's knowledge, ease of use ... all of those things are at the very top rate. Each time. I think that it has made a huge impact in homes across South Carolina.” – Leesa Aiken, South Carolina State Library Agency Director.

MEETING YOUR NEEDS

Since 2019, when our engagement began, Tutor.com has provided more than 6,300 live tutoring sessions to HCPL patrons. This has given us a clear understanding of HCPL's needs as well as stellar feedback on our performance. According to current HCPL post-session survey results, 99 percent of respondents said that our service was helping them with work/career. Ninety-eight percent said they would recommend Tutor.com to a friend.

Our ability to continue meeting your needs, instill hope, advance equity, and catalyze learner achievement, is based on the following features and benefits:

A rapid human connection: It can sometimes be difficult for learners to request help, so when they do, it's important that they get it fast. At Tutor.com, we ensure this, even at peak times of 11,000+ sessions per day. In 2023, HCPL's median wait time was 27 seconds.

Rigorously vetted tutors: Our rigorous vetting process ensures that our 4,600+ tutors are the best available. Although we receive more than 200,000 tutor applications per year, fewer than 1.2 percent of applicants are selected. Selection criteria include subject expertise, background check, academic credentials, communication abilities, pedagogy, and the ability to meet our technology requirements.

Dedicated support for libraries and staff: We provide a client care team that's specifically dedicated to each library's needs. For HCPL, this includes an account team, customer success team, learning services team, implementation team, client support team, and a marketing team. These teams conduct ongoing training, as well as any other training that HCPL requests, and provide proactive, ongoing support to help achieve program goals.

An award-winning platform: Tutoring instruction will soon be delivered via our new award-winning **LEO** (Learner Engagements Online™) platform. This features our proprietary virtual classroom (including audio, chat, screen and file sharing, and other interactive features), along with access to session history. This provides a range of accessibility options and is ADA and Section 508 compliant as well as WCAG 2.1 AA compliant.



Robust data and reporting: This includes reporting that provides raw usage and engagement data, as well as patron survey results, which can effectively target program marketing and measure progress toward goals. It also includes:

- Monthly engagement report that's sent on the 3rd of every month, which provides all program data and analytics
- On-demand reports that provide granular data on the overall program, patron usage, session topics and subtopics, patron survey results (including tutor ratings), etc.
- The ability to add a customized questions to our post-session survey to collect additional information
- Ad hoc reporting on sessions by day and hour, upon request
- Ad hoc reporting of sessions by grade level and subject (matrix), upon request
- Quartely and annual narrative reports upon request
- Daily Honor Code Violations report if any incidents occur

"They have been incredibly responsive. They provide reports, just on a general basis, and then if we ask for anything specific or different than maybe what they're already providing, they have no issues with providing that; they're very prompt ... It sort of feels like we're the only customer with Tutor.com ... I don't say this lightly, but Tutor.com is probably the best vendor that we work with." – Leesa Aiken, South Carolina State Library Agency Director.

Resources that drive program usage: To raise awareness and help drive usage for library tutoring programs, we provide HCPL with an extensive array of customizable marketing and outreach materials that are available in English and Spanish. Click here to view examples of these resources:
<https://www.tutor.com/prc/libraries>.

Alignment with state standards: Our tutors also provide instruction that aligns with the Virginia Standards of Learning (SOL) utilized in the state's public schools.

College readiness and grad test prep resources: Only Tutor.com can provide access to The Princeton Review's DSAT®/ACT® Essentials, at no additional cost. This is a self-paced study course that helps students meet their target test scores. Going forward we'll also provide your patrons with the College Admissions Self-Paced Course from the Princeton Review at no additional cost. This includes content on key concepts about the college admissions process and helps students make their applications stand out. Additional offerings include complementary test prep and resources for the GRE®, GMAT®, MCAT®, and NCLEX®.

Bonus offerings: In addition to the above, we offer student and parent success coaching and resources. We also offer practice quizzes for the Armed Services Vocational Aptitude Battery (ASVAB) and an extensive curated resource library.

24/7 in-house tech support: Our U.S.-based in-house team is available day and night, whenever you and your patrons need us! Not all tutoring services provide this.

Data security: Our learning environment is built to protect client information and each student's privacy and create a safe online experience. Tutor.com and its employees and tutors comply with all applicable federal regulations regarding student data and privacy, including FERPA and COPPA. We never disclose, transmit, or distribute student data beyond its customer-approved use.

AWARDS

Please see below for further evidence of our qualifications and efficacy:

- Modern Library Award, Platinum (2021, 2022, 2023, and 2024)
- CODiE Awards: Best Student Experience (2024 and 2022) and Best Customer Experience (2023).
- Excellence in Equity Award New Product of the Year for High-Dosage Tutoring, 2023
- Campus Technology New Product of the Year for AI-Based Tool for Learning, 2023
- THE Journal: New Product of the Year: AI-Based Tool for Learning and High-Dosage Tutoring (2023)
- Tech & Learning Awards of Excellence Best of 2023 for both High-Dosage Tutoring and On-Demand Tutoring, and Back to School 2023 High-Dosage Tutoring and On-Demand Tutoring
- Tech & Learning Awards of Excellence Back to School 2023 for Test Prep
- EdTech Breakthrough Award for LEO® (2023) and Cool Tool Award for Best Test Prep Solution (2022)
- Top Place to Work from the Ragan Awards, 2023



Thank you again for considering Tutor.com. It would be our privilege to continue to serve the Henrico County Public Library, and we look forward to further discussion.

Kind regards,


John Calvello
Senior Vice President, Institutional

ATTACHMENT A PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal (“RFP”) No. 24-2696-5JEC – Web Hosted Online Homework and Tutoring Services.

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

| |
|--|
| LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME): |
| TPR Education, LLC |
| ADDRESS: |
| 110 East 42nd Street, Suite 700 |
| New York, NY 10017 |
| FEDERAL ID NO: 45 – 4924149 |
| SIGNATURE:  |
| NAME OF PERSON SIGNING (PRINT): John Calvello |
| TITLE: Chief Institutional Officer |
| TELEPHONE: (215) 264-4886 |
| FAX: N/A |
| EMAIL ADDRESS: John.Calvello@review.com |
| DATE: 06/07/2024 |

ATTACHMENT B BUSINESS CATEGORY CLASSIFICATION FORM

Company Legal Name: TPR Education, LLC

This form completed by: Signature:  Title: Chief Institutional Officer

Date: 06/07/2024

PLEASE SPECIFY YOUR **BUSINESS CATEGORY** BY CHECKING THE APPROPRIATE BOX(ES) BELOW.

(Check all that apply.)

- ☐ SMALL BUSINESS
- ☐ WOMEN-OWNED BUSINESS
- ☐ MINORITY-OWNED BUSINESS
- ☐ SERVICE-DISABLED VETERAN
- ☐ EMPLOYMENT SERVICES ORGANIZATION
- ☒ NON-SWaM (Not Small, Women-owned or Minority-owned)

SUPPLIER REGISTRATION – The County of Henrico encourages all suppliers interested in doing business with the County to register with **eVA, the Commonwealth of Virginia's electronic procurement portal**, <http://eva.virginia.gov>.

eVA Registered? ☒ Yes ☐ No

If certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certification number and expiration date.

_____ NUMBER

_____ DATE

DEFINITIONS

For the purpose of determining the appropriate business category, the following definitions apply:

"Small business" means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

"Women-owned business" means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

"Minority-owned business" means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

"Minority individual" means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

"Service disabled veteran business" means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

"Service disabled veteran" means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

"Employment services organization" means an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department of Aging and Rehabilitative Services.

ATTACHMENT C
Virginia State Corporation Commission (SCC)
Registration Information

The Offeror:

☒ is a corporation or other business entity with the following SCC identification number:
T0499444 **-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which **such goods were sold and shipped into Virginia from Bidder's out-of-state location**) **-OR-**

☐ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel **which accurately and completely discloses the undersigned Bidder's current contracts with Virginia and** describes why those contracts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids: ☐

Tab 2 – Statement of the Scope

A. General Requirements.

1. The Successful Offeror shall provide professional and experienced customer service representatives who communicate effectively with Library personnel.

Tutor.com meets this requirement. We will continue to provide HCPL with a dedicated client care team, led by a Customer Success Manager (CSM). Your CSM, Maxine Nebro, serves as your primary point of contact, providing responsive, high-touch support. She communicates with you on a regular basis, answers questions, assists with any issues that arise, and offers guidance on maximizing our services.

We also provide email outreach throughout the year that includes the opportunity to schedule check in calls with your CSM, as well as details on updates to our platform, resources to assist with outreach, details on webinars that we host, and other helpful information.

Webinars include those that cover general program knowledge/understanding as well as our highly popular student success webinars. For more information, please see page 38.

2. The Successful Offeror shall provide a designated Account Manager, at no charge, to work with HCPL staff during implementation and throughout the term of the contract to resolve any issues, including escalated staff and or patron issues, concerning their proposed solution.

David Wills will continue to serve as your dedicated account manager and will work with HCPL to ensure that all RFP requirements are met. He will also handle matters pertaining to the annual contract as well as escalated staff and patron issues. These include but are not limited to any honor code violations, “student in crisis” situations, and any other concerns that may arise.

3. The Successful Offeror shall provide PR marketing materials such as posters, flyers etc. at no additional cost to HCPL.

This requirement is supported. To ensure program familiarity among HCPL patrons, library staff, and local educators, we will continue to collaborate with HCPL to promote widespread use of the program and support community relationships.

Our in-house marketing professionals, who are dedicated to training, branding, graphic design, social media, and other marketing areas, provide program collateral at no additional cost to library staff as files that can be easily customized and printed or distributed electronically via email or websites

Tutor.com also works collaboratively with you to implement the chosen branding elements across a range of deliverables. These would include but not be limited to the following customized elements, which are currently available in both English and Spanish, as well as other languages upon request:

- Mobile-friendly program landing webpage and web graphics
- Social media graphics and posts
- Announcements and newsletter copy
- How-to-guides and other flyers, bookmarks, posters, and collateral in multiple languages

OTHER SUPPORT STRATEGIES

Tutor.com will also collaborate with library staff to implement other measures that will help drive program awareness and use. These include:

- Establishing the best placement of program branding elements and information on library websites
- Posting social media announcements and program information
- Creating a calendar of marketing and communications activities
- Determining webinar and training topics and schedules
- Translating materials into Spanish and other languages as requested
- Inviting staff at all libraries to receive the monthly Tutor.com newsletter

To further drive program awareness, deliverables can include:

Training materials: Presentations and refreshers you can view and download on how to use and share Tutor.com with patrons.

Demonstration tools: Students, parents, and teachers are more likely to try using a service if they've seen how it works. Our Partner Resource Center for libraries offers the resources needed for this, including an intro video, demo guide, downloadable presentations, and the Tutor.com online practice classroom link.

Guides to build awareness: Our guides show you how to maximize your outreach efforts to promote Tutor.com. We also offer ready-made templates you can download and customize with your library's unique program information. Examples of guides provided include:

- Top 10 Facts for Parents
- Top 10 Facts for Educators
- How it Works
- Study Skills Coaching
- Writing Support Overview
- DSAT/ACT Essentials
- Emoji Materials
- Alternate Materials



Kick off college admissions season with Tutor.com and The Princeton Review!

Did you know? All students in your program have unlimited access to:

- On-Demand Tutoring**: Connect for 1-on-1 tutoring in 200+ subjects from standardized tests to homework help and concept review.
- Essay Drop-Off Review**: Drop off your academic papers or college admissions essays with us to receive expert feedback within a day.
- SAT® & ACT® Essentials**: Maximize your score with lessons, drills, full-length practice tests, and more from the experts at The Princeton Review®.

We are here to help you get ready to apply to your dream college! Connect to Tutor.com today!

Questions? Contact: [insert program information or contact information here]

On-demand, online tutoring and career support for adults

Log In through your library and get FREE help with:

- Math, science, writing, and computer literacy
- Preparing for the GED®, HISET®, TASC®, ASVAB, or U.S. Citizenship Test
- Finding job opportunities online
- Writing a strong resume and cover letter
- And more!

[Enter your institution's access instructions here.] **tutor.com** A service of The Princeton Review

Los 10 datos principales SOBRE tutor.com para los padres de familia

- Seguro y confiable**: Seguros que todos nuestros tutores pasan un proceso riguroso de selección que incluye una extensa verificación de antecedentes. No se comparte información personal entre el alumno y el tutor. Todo el trabajo se completa en nuestra sala virtual y es seguro de guardar entre el alumno y el tutor.
- Disponible sin costo para los estudiantes que sean elegibles**: Los estudiantes que sean elegibles pueden acceder a Tutor.com sin ningún costo y no se les pide que compartan alguna cosa.
- Sesiones de aprendizaje personalizadas**: Cada sesión de Tutor.com es personalizada y el tutor se adapta a las necesidades de cada estudiante, desde los temas más básicos hasta los más avanzados. Los tutores se enfocan en el aprendizaje personalizado y el aprendizaje colaborativo solo en las respuestas rápidas.
- Amplia variedad de asignaturas**: Los estudiantes pueden obtener ayuda en matemáticas, ciencias, inglés, escritura, estudios sociales, español, informática, tecnología y las ciencias AP® y mucho más.
- Más que solo ayuda con las tareas**: Los tutores ayudan a los estudiantes con problemas específicos de las tareas, pero también pueden ayudar a mejorar habilidades, como la escritura, preparar exámenes y mucho más.
- Extensión del día de aprendizaje**: Desde las 6:00 a.m. hasta las 11:00 p.m., los tutores están disponibles para ayudar a los estudiantes en cualquier momento del día.
- Acceleración del rendimiento**: Los estudiantes que usan Tutor.com pueden mejorar su rendimiento en las pruebas y los exámenes. Los tutores ayudan a los estudiantes a mejorar su rendimiento en las pruebas y los exámenes.
- Apoyo para aumentar la seguridad personal**: Los tutores de Tutor.com ayudan a los estudiantes a mejorar su seguridad personal y a mejorar su rendimiento en las pruebas y los exámenes.
- Fácil de usar y accesible desde cualquier lugar**: En cualquier parte en donde los estudiantes tengan acceso a Internet y un dispositivo, como un teléfono o una computadora, pueden conectarse a un tutor utilizando un código de acceso único.
- Respaldado por los padres**: Este servicio ha sido reconocido y respaldado por los padres de familia y los tutores de Tutor.com.

Nuestros tutores están preparados para ayudar a los estudiantes, en cualquier momento y en cualquier lugar. [Program Manager: Enter URL and access instructions here.] **tutor.com** A service of The Princeton Review

Digital SAT and ACT Essentials: This includes a guide, graphics, and the “how-to” of our Digital SAT and ACT Essentials service for patrons, powered by Tutor.com and The Princeton Review®.

Professional, graduate school & ASVAB resources: These are handouts for patrons on the free online practice tests available to them for the GRE, GMAT, and MCAT plus the military Armed Services Vocational Aptitude Battery (ASVAB) exam.

Other adult services: Through Tutor.com, you can also offer other promotional items to engage adult patrons. These include test prep materials for taking the GRE, HiSET, or TASC exams and everything needed to assist with resumes and job searches, through the Tutor.com™ Career Center: webinars, videos, resource guides, resume and cover letter review, career tutoring, and editable templates.

Citizenship resources: To help patrons preparing for their U.S. Citizenship tests, we offer tutoring for the test, practice quizzes through our SkillsCenter™ resource library, and a variety of curated resources for adult learners, including those who are newer English speakers.

Other: Additional resources include a press guide; templates for emails, newsletters, and press releases about Tutor.com; and calendar copy for reminders at key points in the year with seasonal graphics.

You can review all our resources for our Library partners here: <https://www.tutor.com/prc/libraries>.

User orientations: We host webinars and in-person staff training on how to use the Tutor.com platform and conduct webinars geared to students, parents, educators, and caregivers to ensure that they, too, know how to use this new resource.

Patrons also receive virtual training the first time they log on to our platform, which explains our program and each service option. This training includes videos on how to use the online classroom tools, such as the graphing calculator and code editor. Tutors can also answer questions about our classroom and tools.

4. The proposed solution shall provide a way for library staff to add and or edit appearance and logos to fit our branding and be able to personalize the site experience.

This requirement is currently supported. If needed, we can update any logos and branding elements.

5. The proposed solution shall provide a way for library staff to generate reports, and complete other tasks necessary to run the day-to-day operations as part of normal services with additional or customized reports upon Library's request at no additional cost.

This requirement is currently supported. Through our secure client portal, we provide your designated administrators with 24/7 access to detailed on-demand and monthly reporting. (Monthly reports are also emailed to you in PDF format.)

These reports provide both raw usage data as well as patron survey results and can be used to better target your program marketing and measure progress towards goals. They also help you demonstrate the ROI for online tutoring services to all stakeholders and funders.

Reporting options include:

- On-demand reports that let you drill down for granular data on the overall program, patron usage, session topics and subtopics, and administrative access
- The ability to add customized questions to our patron survey to collect additional information
- Ad hoc reporting on sessions by day and hour, upon request
- Ad hoc reporting of sessions by grade level and subject (matrix), upon request
- Quarterly and annual narrative reports
- Daily Honor Code Violations report

Tutor.com also provides quarterly and annual narrative reports, statistics summaries, and session transcripts and custom reports upon request and at no additional cost.

Monthly Reports: These include the following:

- Number of sessions
- Length of sessions
- Tutoring services used
- Wait times
- Post session survey results
- Patron comments and feedback (which can be provided at the end of the survey)
- Number and percentage of engagements by month and type
- Usage by month of features and resources (e.g., SkillsCenter resource library)
- Percentage of tutoring sessions by subject
- Top 10 tutoring subjects
- Average wait time
- Total number of sessions per subject area and course
- Number of sessions by day of the week and hour

Daily Honor Code Violation Report: As noted, we can also provide reporting on student violations of our honor code, if any arise, described below. This would include the nature of the violation that occurred as well as tutor comments. Honor code terms include the following:

1. Assigned work: A student will not seek assistance on an assignment if they have been forbidden to obtain assistance on the assignment by the instructor of the course and/or by the honor code of their school or institution of higher learning.

2. Presenting the work of others. The student will present work for review that is their own work and not work that has been plagiarized.

3. Acknowledging the contributions of others. When work the student is presenting includes the contribution of others, the student will make every effort to attribute that work to the original author or to seek assistance in doing so.

4. Completing the work. The student works with tutors to achieve understanding of the material presented rather than expecting or requesting tutors to complete the assignment or provide answers.

5. Respect. Student will engage in a respectful manner with their tutor and also have a right to be treated respectfully.

6. The Successful Offeror shall provide unlimited staff access, i.e. passwords, logins etc., for administrative purposes at no additional cost to HCPL.

Tutor.com meets this requirement. We provide HCPL with unlimited staff access for administrative purposes (i.e., passwords, login, etc.) at no additional cost.

7. The Successful Offeror's proposed solution shall provide HCPL full access to account information via user-friendly website and/or interface which shall be available 24 hours a day, 365 days a year.

Tutor.com meets this requirement. HCPL staff has full access to account information via our client portal, 24/7/365.

a. The historical detail of such data will be available to HCPL staff during the entire term of the contract. This data shall include, but not be limited to: use-based on course title and or subject area; number of courses accessed in specified time frame; new user registrations by day, month and or branch; and user traffic statistics, including active visits and sessions attempted and or completed.

Tutor.com meets this requirement. HCPL staff has access to our client portal 24/7/365 to access the data described above.

b. If HCPL does not continue the service after the contract term is met, the Successful Offeror shall provide a full export of all data compiled during contract term to HCPL at no fee.

Tutor.com will meet this requirement. We will provide an exit historical report, compiling all the data during contract term if HCPL ends its contract.

8. The Successful Offeror shall provide a solution that allows simultaneous use of its content by HCPL patrons and staff in under 2ms response time, 24 hours a day, 365 days a year.

Tutor.com meets this requirement. HCPL patrons can immediately access our static content and resources and asynchronous tutoring 24/7/365. Live on-demand tutoring can be accessed in under two minutes. This is available year-round, excluding New Year's Day, Independence Day, Thanksgiving, and Christmas.

9. The proposed solution shall allow filtering levels to be engaged for user access for ease in searching for content.

Tutor.com meets this requirement. Our solution provides search filters that make it easy for your patrons to search for content. This includes searching for tutors by grade level, subject, and topic. They can also search our content on topics and sub-topics.

10. The proposed solution should be able to provide verification of users' data security and that user data is stored in the United States.

Tutor.com complies with this requirement. All student data is stored in the United States and hosted by Amazon Web Services in U.S. East. For verification, Tutor.com is currently undergoing a SOC 2 Type II audit, with the observation period expected to conclude in the fall. This report will detail the data protection measures that Tutor.com has implemented and confirm that our data centers are located in the United States. We are also able to provide our agreement with Amazon Web Services as an additional form of verification.

Tutor.com's learning environment is built to protect client information and each individual student's privacy and create a safe, reliable online experience. Tutor.com and its employees and tutors comply with all applicable federal regulations, to include FERPA, COPPA, and those that deal with student data and privacy issues. We never disclose, transmit, or distribute student data beyond its customer-approved use. (For details, please see the attachment, ***Tutor.com Data Security***).

B. Functional Requirements.

The proposed solution shall at a minimum provide the following functional requirements:

1. A highly reliable, 2ms or less responsive, fully functional integrated online learning platform providing self-paced online learning courses/tutorials geared toward personal and professional skills.

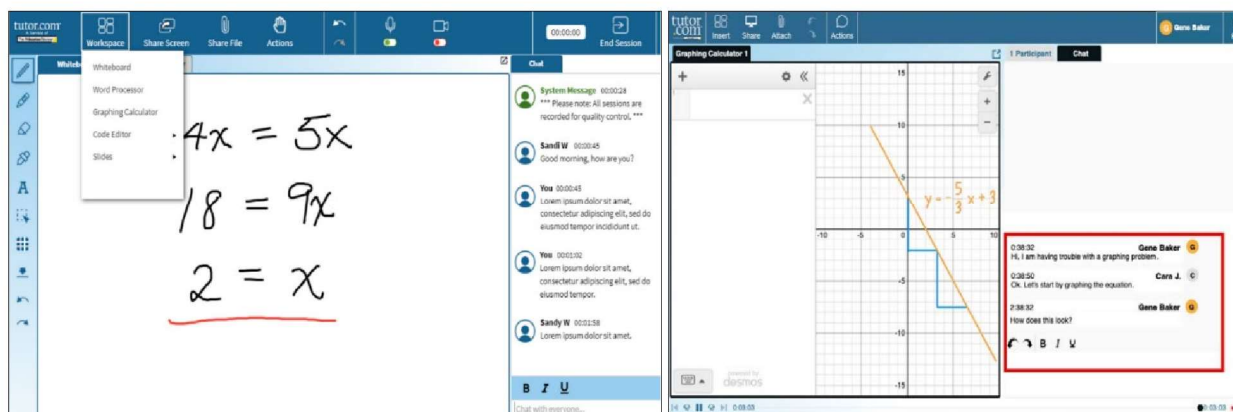
This requirement is supported. The median response time for on-demand live tutoring is 27 seconds for HCPL patrons. Self-paced online learning courses/tutorials and other static resources are available immediately.

We will also soon be providing HCPL with our new LEO platform (Learner Engagements Online). This is an integrated academic support platform and learning environment that efficiently centralizes and simplifies the scheduling, delivery, and analytics for patron support services. It lets patrons get help at their exact moment of need, in the way they learn best, and in their preferred modality.

LEO includes an online classroom, where on-demand tutoring takes place, with the following features:

- Instant chat
- Optional voice chat (VOIP, device microphone/speakers, or conference line)
- Two-way shared interactive whiteboards with file and application sharing
- Shared Web browsing
- Specialized tools for advanced applications
- Two-way Desmos graphing calculator for STEM subjects
- Two-way code editor for computer science courses
- Accessibility mode and compatibility with assistive technology
- Snap attach feature that lets learners take a picture with their phone of an assignment so that it automatically loads into the classroom.
- Two-way text editor for active brainstorming in composition sessions

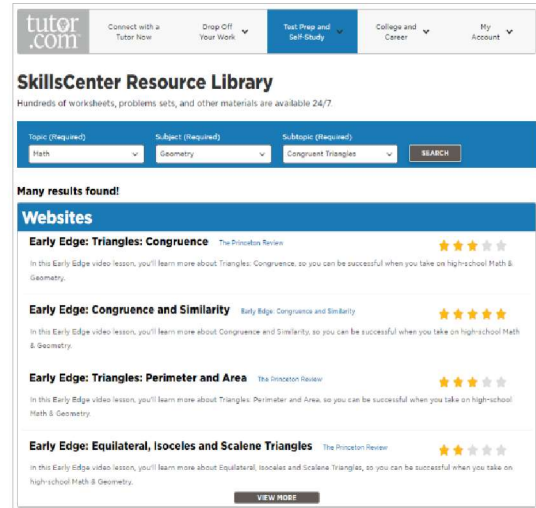
Screenshots of the LEO online classroom whiteboard and Desmos graphing calculator



Organized by both task and tool, **LEO** is intuitive and easy to use, even for those with limited computer skills, while also supporting advanced users in need of more functionality. It also includes:

- Live 1:1 on-demand tutoring, from 10 am to 12 am ET, with 4,600+ fully vetted expert tutors and career coaches in over 200 subjects and test prep areas. Areas covered include all major academic subjects as well as writing, technical subjects, computer science subjects, and more. (For details, please see the attachment, **Library Subject List** included with this response.)
- The Princeton Review's Digital SAT and ACT Essentials, with online video lessons, practice materials, score reports, personalized study plans, 375+ drills, 280+ video lessons 14+ full length practice tests, and resources from over 150+ publications by The Princeton Review, including FAFSA support.
- College Admissions Self-Paced (CASP) course that includes 120+ admissions-related videos and articles that explain key concepts about the college admissions process. CASP is designed to help students make their college applications stand out. It also includes an activities list tool, college research, and application tracker tools. Please see the CASP attachment for details.
- NCLEX Q-Bank with self-paced Q-Bank drills, 3,700+ total practice questions, 200+ Next Generation NCLEX items, two directive self-assessments (130 questions each), a create-your-own flashcard feature, detailed explanations, and in-depth score reports. Please see the NCLEX attachment for details.
- The Princeton Review Graduate Test Prep for the GMAT, GRE, and MCAT; combined includes over 265 hours of learning, 10 practice tests, 500 videos, 62 lessons/drills, and 1,100 practice problems.
- 24/7 drop-off reviews for math questions, resumes and cover letters, adult/college-level writing, and writing assignments for students in grades K-6 and 7-12.
- AP® exam video lessons which include 440+ curated video lessons for AP subjects: calculus, chemistry, English, environmental science, physics, U.S. government and politics, U.S. history, and world history.
- Math and English language art skills video lessons containing 100+ video lessons in arithmetic, algebra, geometry, statistics, reading, writing, and grammar.

- SkillsCenter Resource Library, shown at right, which is a database that includes 40+ years of developed content from The Princeton Review as well as pre-recorded sessions, links to informational websites, instructional videos, learning games, customizable flash cards, expert advice, and job search resources from reliable, external sources.
- Career services for job seekers and military veterans that include career resources, self-assessment and preparation, live cover letter/resume help, live help with applications, live interview prep, and external national and local resources for job search.
- Study Skills for both students and parents that connects them with study skills coaches; this includes guidance on building a support system, finding scholarly resources, developing healthy habits, managing knowledge gaps, setting and meeting goals, notetaking, and developing organizational skills.
- Practice quizzes for the military entrance exam (ASVAB).
- Optional personalized accounts for access to session history, favorite tutors, score reports, progress reports, and more.



For more details, please see the attachments to this RFP response.

2. Subject matter areas for students in grades K-adult information available via an online catalog to HCPL staff and patrons.

Tutor.com meets this requirement. We offer tutoring in over 200 subjects and test prep areas. Areas covered include all major academic subjects as well as writing, technical subjects, computer science subjects, and more. (For details, please see the attachment, ***Tutor.com Library Subject List*** included with this response.)

3. Subject matter and areas on which assistance is provided shall be in real time only.

Tutor.com meets this requirement. For live tutoring, we provide real time assistance for all subjects included in our subject list from 10 am to 12 am ET. Patrons can also access asynchronous support 24/7/365 for essay and writing review (with a guaranteed 12-hour turn-around time) and asynchronous support for math (with a guaranteed 24-hour turn-around time).

4. All selection, delivery, and undertaking of assistance must be done through an electronic, online platform.

Tutor.com meets this requirement. All selection, delivery, and undertaking of assistance is conducted via our LEO platform, described above.

5. Cover a wide array of subject areas and test prep at levels geared from grades K-12, as well as adult.

Tutor.com meets this requirement. Please see the attachment, ***Tutor.com Library Subject List***, included as an attachment to this proposal. Subject areas are geared to patrons in grades K-12 as well as adults. Categories of instruction include:

| | |
|--|--|
| Math | ACT® Test Prep |
| Science | PSAT®/DSAT® Test Prep |
| English and Writing | GED/HISET/TASC Prep |
| Reading Comprehension | Citizenship Prep |
| History, Social Studies, and Social Sciences | English Language Learners |
| World Language | Parent Coaching |
| Business | Student Success: Study and Life Skills |
| Nursing and Health Sciences | Job Search Support |
| Computer Science and Literacy | International Baccalaureate (IB)® Prep |

We also provide a video lesson library and test preparation resources from The Princeton Review: Digital SAT and ACT Essentials, College Admission Self-Paced (CASP), and graduate school practice tests (GMAT, GRE, and MCAT), and NCLEX.

6. Offer options for vision-impaired learners.

Tutor.com meets this requirement. We follow ADA guidelines for accessibility and are ADA and Section 508 compliant. Our platform and online classroom are also WCAG 2.1 AA compliant. Features include:

Screen reader legibility and tab indexing: Sight-challenged learners can use our online classroom, where chat, file-sharing, and other tools are fully keyboard-operable and tab-navigable. The online classroom is also optimized for popular screen readers (e.g., JAWS, Kurzweil, NVDA, etc.), providing text equivalents for all non-text content. It also includes all relevant page elements in the tab order so their proper reading sequence may be programmatically determined.

Compatibility with other assistive technology: The online classroom is also designed with motor disabilities in mind. Because our service is entirely Web-based, with no required plugins or downloads, it does not interfere with third-party assistive technology or native OS accessibility functions like mouse keys, sticky keys, filter keys, or toggle keys.

For additional details and documentation, please see Tutor.com’s Accessibility Conformance Report at <https://www.tutor.com/accessibility>.

7. Provide tutors that have earned, at minimum, an accredited four-year degree. Offeror(s) to explain any further certification required of their tutors beyond this minimum.

This requirement is supported. Tutor.com tutors are rigorously vetted subject matter experts who meet each of our partner’s quality standards. Each of our 4,600+ tutors has a four-year degree. They may also have qualifying certifications in areas such as nursing and computer science. Many have advanced degrees, and many are faculty members, adjuncts, or teachers, or are employed in the fields for which they tutor. All tutors must have demonstrated subject matter expertise for the subject(s) in which they tutor.

In addition to the degree requirements, here are the additional components of our tutor selection and management process:

Recruitment: Tutor.com has a team dedicated to the recruitment of the best-qualified tutor candidates. Annually, we have as many as 200,000 prospects who register to become one of our tutors. Less than 1.2 percent of these candidates actually pass our recruitment process and are onboarded.



Andres R.



Rachel N.



Sandy L.



LaDarrion G.



Shelly V.

Subject expertise: Our vetting process includes a rigorous subject exam for which the minimum passing score is 80 percent. Fewer than ten percent of those who submit an initial application achieve this. These exams are developed by our in-house subject matter experts and are timed; also, exam attempts are limited. To ensure that a tutor's subject knowledge is current, tutoring session transcripts are regularly reviewed.

Interviews and Reviews: Applicants who meet our academic requirements and pass our subject exam then participate in a detailed introduction to Tutor.com, led by our expert tutor facilitators. This includes gaining experience in our online classroom and a review of our expectations and methodologies. We also ask all applicants to watch a sample session before the interview and come prepared to discuss how our *7 Tenets of Tutoring* (described below) were implemented during the session.

Background checks: Upon completion of a tutor's interview and introduction, we conduct an extensive third-party background check. All tutors must satisfactorily pass this, which includes a multi-tiered criminal history check and education verification. Specific components of this check include:

- County criminal search (for all the places the applicant has resided in the last seven years)
- Education verification
- National criminal search
- Federal and state sex offender search
- SSN trace
- Global Watchlist Search

Also, we conduct recurring checks on all active U.S. tutors who have reached intermediate status. Every 30 days, we will do a one-year lookback for data reported in national criminal databases, global watchlist databases, sex offender registries, and electronic county databases. There is also an arrest record search that monitors candidates in real time.

Onboarding and orientation: Once all screening requirements have been met, the tutor applicant participates in an in-depth orientation with an assigned quality specialist. This covers the following:

- The Tutor.com philosophy of tutoring and our proven strategies for engagement
- Our proprietary classroom software and how to best utilize the tools with learners
- Approaches and methods for tutoring a variety of learners in our classroom

- Strategies and expectations for tutoring in our asynchronous environment
- Our 7 Tenets of Tutoring
- Policies, procedures, what to expect, and how to handle unique situations
- Best practices for determining a learner’s needs, setting tutoring session expectations, and managing time to accomplish an educationally sound session

Ongoing monitoring and evaluation: The quality of our tutoring is a key component of our success. After a tutor has been selected, they're assigned to a quality specialist (QS). The QS reviews the tutor’s sessions regularly, providing constructive feedback and helpful resources while tracking performance.

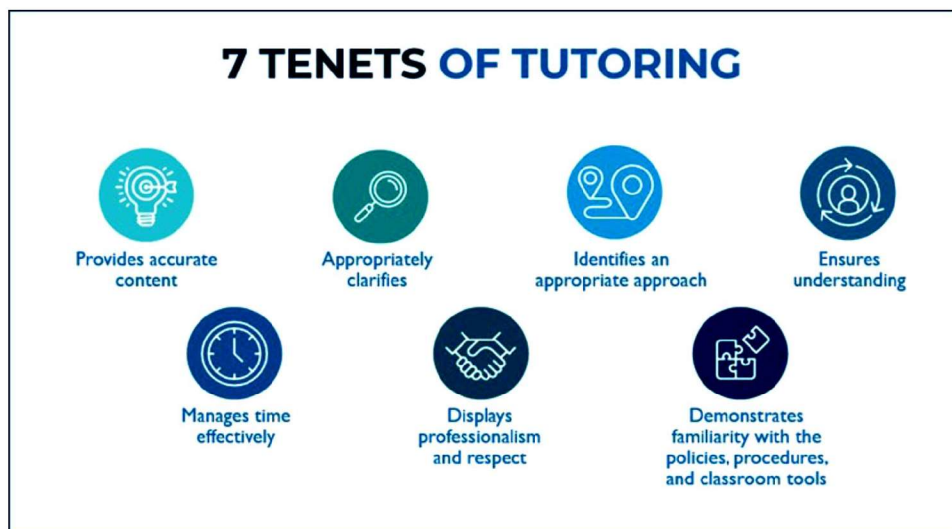
The quality reviews are supplemented by several other quality assurance systems, such as patron comment reviews and automated transcript reviews. New tutors (those within their first 30-60 days) receive quality reviews, on average, every 7-10 days. More advanced tutors also receive regular feedback from their QS on an ongoing basis.

Resources: In addition to the above, we also provide our tutors with an extensive resource center containing videos, articles, and documents ranging from tutoring techniques to subject-specific resources. These resources are constantly updated to reflect changing practices and newly developed subjects. We also provide our tutors with a monthly newsletter containing additional articles on tutoring strategies and our successes.

Professional development and support: Tutors are rewarded and supported through awards and status changes. Awards are given to those who exhibit exceptional support in their sessions. Tutors also earn merit-based status changes through multiple levels up to Master Tutor. In fact, several of our full-time team members in multiple departments first started with us as tutors, and many of our Master Tutors have been working with Tutor.com for over a decade – some are even approaching their 20-year anniversaries as Tutor.com tutors!

INSTRUCTIONAL APPROACHES: THE 7 TENETS OF TUTORING

A tutor begins each session by determining the student’s capabilities and learning style, then tailors their methodology as needed throughout the session. To further ensure this and meet the needs of all students, each tutor follows our 7 Tenets of Tutoring, described below. After more than 26 million sessions, we’re confident that these practices are what set our tutors and tutoring services apart.



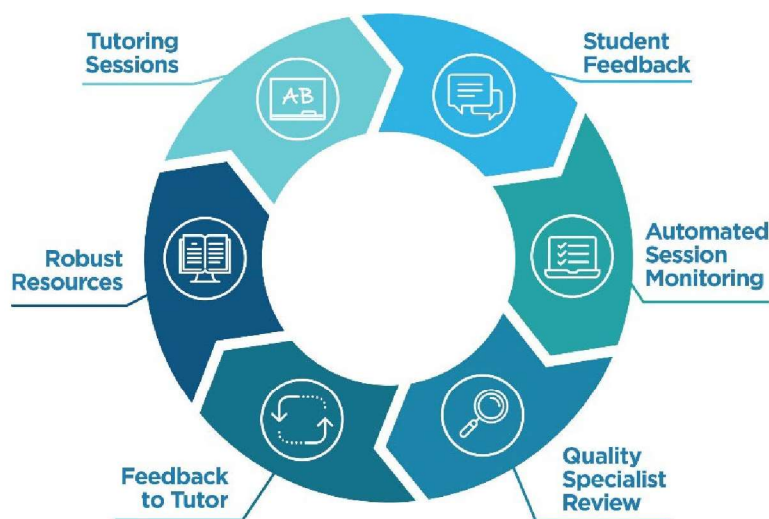
- 1. Provides accurate content:** This includes aligning with the directions a student provides from their teacher or instructor.
- 2. Appropriately clarifies:** This includes clarifying what the student is working on, the student's level of understanding, and what the student hopes to achieve during the session.
- 3. Identifies an appropriate strategy:** This, based on information gained from clarification, questioning, and student cues, includes choosing an initial approach and adjusting as needed. Examples include breaking concepts into small steps and using short sentences to convey thoughts and information.
- 4. Ensures understanding:** The tutor engages the student frequently with focused questions and clear and instructive comments and helps them decode assignment directions and/or learn unfamiliar terminology. They also frequently stop and ask if the student understands what's being discussed and give them the opportunity to demonstrate this.
- 5. Manages time effectively:** The tutor sets expectations early on by creating a roadmap for the session, adjusting as needed, and working at the student's pace. Tutors also seek to instill confidence in the student that their needs have been met and that they can work independently when the session ends.
- 6. Displays professionalism and respect:** Tutors conduct every session with professionalism, respect, and sensitivity for all students.
- 7. Demonstrates familiarity with policies, procedures, and classroom tools.**

QUALITY CONTROL

The quality of our tutoring service is a key element of our success. As noted, all tutors are assigned to a Quality Specialist (QS). The QS regularly reviews each tutor's sessions, providing constructive feedback and helpful resources while also tracking performance.

The quality reviews are supplemented by several other quality assurance systems such as student comment reviews and internal automated transcript reviews. New tutors (those within their first 30-60 days) receive quality reviews, on average, every 7-10 days. More advanced tutors also receive regular feedback from their QS on an ongoing basis.

Tutor.com has standard operating procedures and policies for quality control and our entire organization is committed to ensuring that students are getting a best-in-class experience.

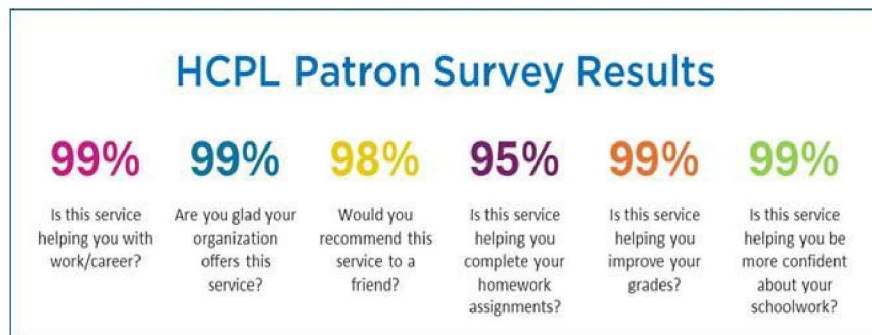


In addition to the above, we provide our tutors with ongoing professional development to ensure that each provides educationally sound pedagogy. This program includes continuous support and evaluation, with reviews of performance data and session samples.

It also includes instruction and materials that cover topics such as:

- The basic components of a session
- Best practices for assessing needs
- Tips ensuring an accurate and safe learning environment
- Strategies for engagement
- Techniques for tutoring students with disabilities
- Tutoring approaches for various learning styles, including traditional and adult learners
- Tutoring for English language learners
- Strategies for clarifying questions
- Use of web resources
- Strategies for asynchronous tutoring
- Tips for maximizing the use of our online classroom and tools

Post-session surveys: We also ensure quality by asking each patron to complete a brief survey at the conclusion of each tutoring session. Patrons rate our services and their tutor and can also provide any open-ended feedback. Please note that we can create an additional customized survey for your patrons based on your preferred evaluation questions.



8. Allow HCPL users to access live tutoring assistance for continuous block of time, with beginning and end times set by HCPL.

Tutor.com meets this requirement. HCPL live tutoring hours are from 10 am to 12 am ET seven days a week, and patrons can access unlimited live tutoring assistance.

9. Allow users to submit their work for review by a subject-area appropriate team of evaluators.

Tutor.com meets this requirement: We provide asynchronous review that allows users to submit their work for review by a subject-area appropriate team of evaluators.

10. Access to course and learning materials on a variety of devices including but not limited to, computers, tablets, androids and cell phones.

This requirement is supported. Tutor.com's web-based services are accessible from any internet-connected device. For laptop and desktop computers, we support Windows 7/8/10, MacOSX+,

Chromebook, Linux, Unix, and a variety of other operating systems. For tablets and smartphones, we provide our free companion app (Tutor.com to Go) via the iOS app stores.

Users may also connect with a tutor through the web browser on any mobile platform, including iOS, Android, Kindle Fire, and more.

11. Authentication of patrons for service through the HCPL ILS SIP2 protocol using a valid HCPL library card number and individual password and allow patrons to change or auto reset their passwords.

Tutor.com can provide authentication of patrons for service through the HCPL ILS SIP2 protocol using a valid HCPL library card number and individual password and allow patrons to change or auto reset their passwords.

12. An option for creation of a “friendly” alternate user id for sign in in lieu of their library card.

Tutor.com meets this requirement. We provide an option for creation of a “friendly” alternate and anonymous user ID for sign in in lieu of their library card. This enables patrons to easily authenticate into the program and connect with a live tutor without needing to create an account.

13. Access via a link from the HCPL website.

Tutor.com meets this requirement. We provide access via a link from the HCPL website that is easy for users to access.

C. Administrative and Reporting Requirements.

The proposed solution shall at a minimum provide the following administrative and reporting requirements:

1. Access to a dashboard to view or download basic stats including but not limited to: total active visits per specified time period, page visits, users (summary and detail), history of total HCPL patron usage, and courses accessed/completed based on a date range/ time frame HCPL enters.

Tutor.com provides designated HCPL staff with 24/7 on-demand access to all stated requirements via an easy-to-use dashboard in a secure client portal.

The dashboard enables your staff to view or download basic stats either through our standard monthly reports or on-demand reports, which can be customized. These include but are not limited to: total active visits per specified time period, page visits, users (summary and detail), history of total HCPL patron usage, and courses accessed/completed based on a date range/time frame HCPL enters.

Our reports provide both raw usage data as well as patron survey results and can be used to better target your program marketing and measure progress towards goals. They also help you demonstrate the ROI for online tutoring services to all stakeholders and funders. In addition, our reporting includes aggregate statistics and reports for all Henrico County Public Libraries and integrated analytics that detail aggregate user activity, user feedback, and usage.

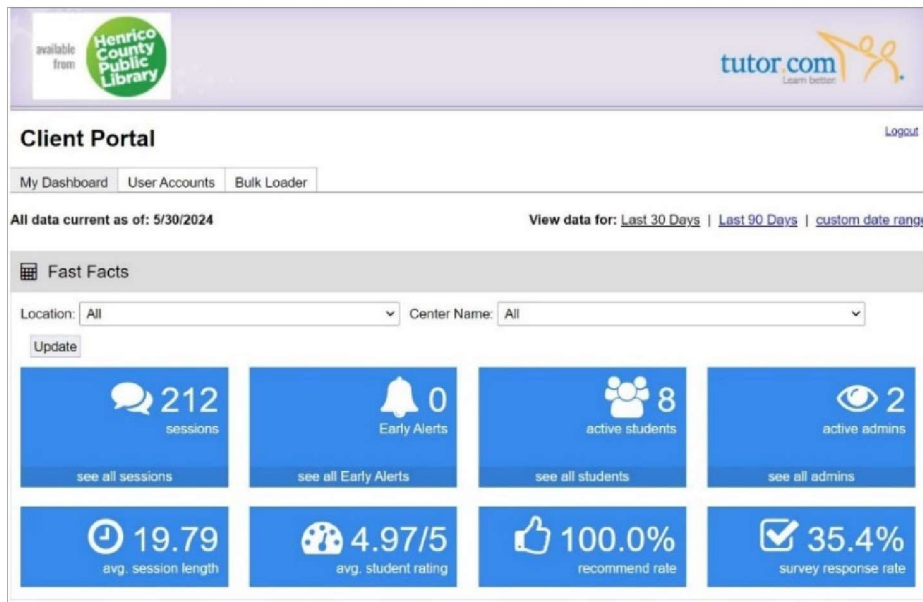
We also provide on-demand reports, which let you drill down for additional data, including the following:

- Program Snapshot
- Student Usage
- Individual Student Sessions
- Administrative Access

In addition, we provide HCPL with the following:

- Ability to add a custom survey to collect additional information
- Ad hoc reporting on sessions by day and hour, upon request
- Ad hoc reporting of sessions by grade level and subject (matrix), upon request.
- Tutor.com also provides quarterly and annual narrative reports, statistics summaries, and session transcripts upon request.

HCPL Client Portal Dashboard

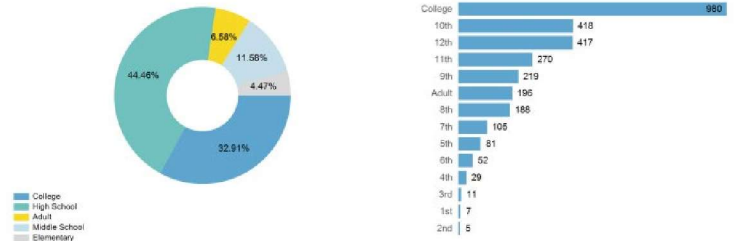


Over the next few weeks, we will also be introducing a new reporting interface, which will change how the overall engagement of your program is viewed. We will be able to show all types of engagements such as tutoring sessions, watching a video lesson, accessing a practice test etc. Please see the following page for examples.

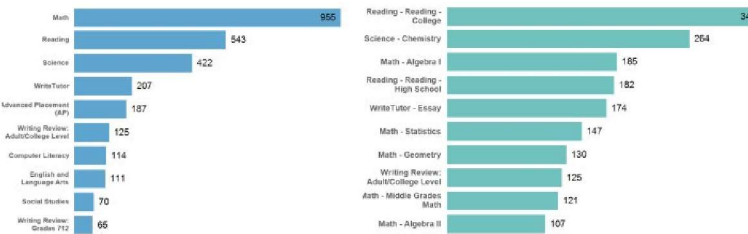
Program Activity Detail

| Topic | Sessions | Hours | Session Length (Ave.) |
|-------------------------------------|----------|-------|-----------------------|
| ACT Test Prep | 8 | 1.83 | 13.75 |
| Advanced Placement (AP) | 187 | 63.87 | 20.49 |
| Citizenship Test | 1 | 0.17 | 10.00 |
| Computer Literacy | 114 | 50.43 | 26.54 |
| English and Language Arts | 111 | 38.98 | 21.07 |
| GED/HISET | 63 | 14.05 | 13.38 |
| Job Help | 31 | 12.28 | 23.77 |
| Matemáticas | | | |
| Math | | | |
| Math Algebra Drop Off Help | | | |
| Math Algebra II Drop Off Help | | | |
| Math Calculus Drop Off Help | | | |
| Math PreCalculus Drop Off Help | | | |
| Parent Coaching for Student Success | | | |
| Reading | | | |
| Resume/Cover Letter Review | | | |
| SAT Test Prep | | | |
| Science | | | |
| Social Studies | | | |
| Study Skills Coaching | | | |
| World Languages | | | |
| WriteTutor | | | |
| Writing Review: Adult/College Level | | | |
| Writing Review: Grades 7-12 | | | |
| Writing Review: Grades K-6 | | | |
| Total | | | |

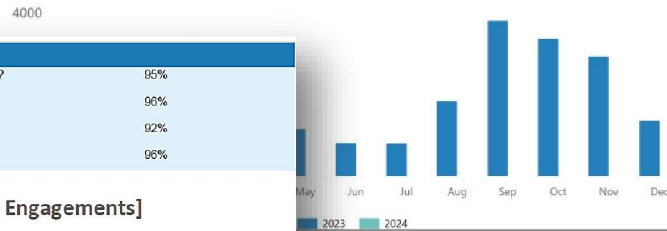
Tutoring Sessions by Education Level



Tutoring Sessions by Topic and Subject



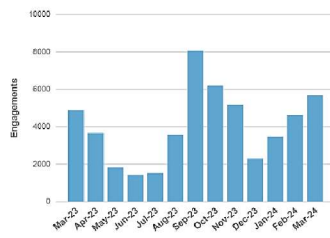
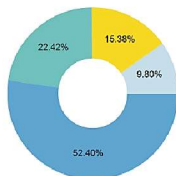
Tutoring Sessions Trend



Survey Feedback

| | |
|---|-----|
| Is this service helping you complete your homework assignments? | 95% |
| Is this service helping you improve your grades? | 96% |
| Is this service helping you study for school? | 92% |
| Would you recommend this service to a friend? | 96% |

Program Activity [5,683 Total Engagements]



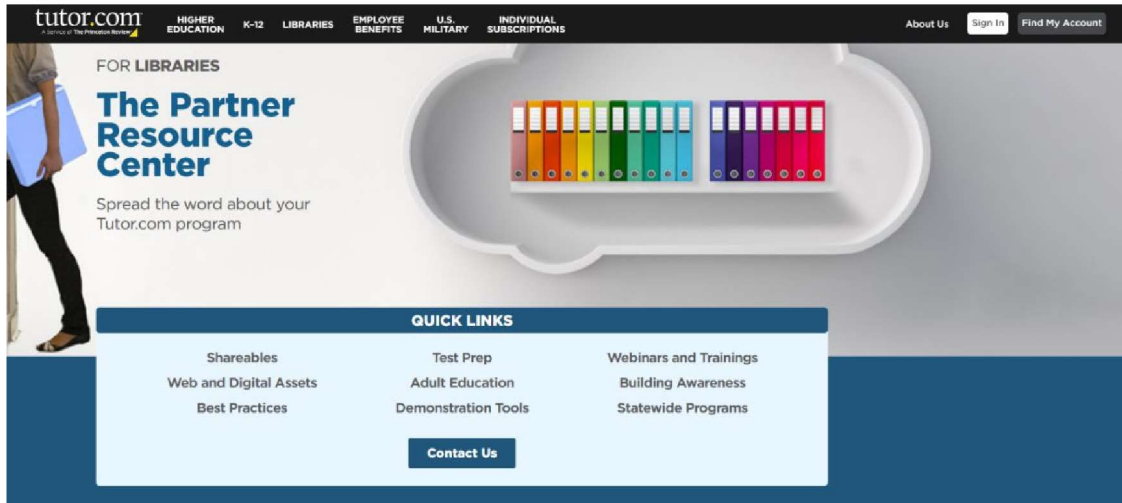
| Engagement Type | Mar-23 | Apr-23 | May-23 | Jun-23 | Jul-23 | Aug-23 | Sep-23 | Oct-23 | Nov-23 | Dec-23 | Jan-24 | Feb-24 | Mar-24 |
|---------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Accounts Created | 141 | 76 | 55 | 52 | 59 | 537 | 545 | 316 | 135 | 76 | 165 | 273 | 557 |
| Favorite Tutor Adds | 119 | 79 | 59 | 52 | 61 | 93 | 222 | 210 | 127 | 72 | 137 | 141 | 172 |
| Locker Views | 48 | 35 | 35 | 8 | 11 | 47 | 434 | 281 | 387 | 140 | 268 | 275 | 70 |
| Past Session Views | 1,129 | 808 | 256 | 267 | 300 | 525 | 2,233 | 1,545 | 1,356 | 341 | 688 | 1,040 | 319 |
| Quizzes Accessed | 14 | 16 | 20 | 13 | 13 | 46 | 56 | 40 | 28 | 21 | 36 | 49 | 47 |
| Skills Center Usage | 265 | 149 | 148 | 154 | 152 | 333 | 508 | 381 | 179 | 140 | 224 | 289 | 230 |
| Test Prep Visits | 71 | 46 | 72 | 46 | 83 | 100 | 198 | 70 | 25 | 84 | 75 | 455 | 1,274 |
| Tutoring Sessions | 3,118 | 2,427 | 1,169 | 620 | 618 | 1,852 | 3,798 | 3,368 | 2,526 | 1,371 | 1,831 | 2,086 | 2,978 |
| Video Library Views | 35 | 26 | 10 | 7 | 16 | 50 | 54 | 53 | 15 | 39 | 38 | 35 | 36 |
| Total | 4,880 | 3,062 | 1,824 | 1,430 | 1,512 | 3,883 | 8,049 | 6,189 | 5,178 | 2,284 | 3,462 | 4,625 | 5,683 |

2. Access to customer support and training consoles with end user FAQs, Admin FAQs.

Tutor.com meets this requirement. FAQs, as well as other how-to materials and resources are provided through our [Partner Resource Center](#) for libraries.

Here are links to our FAQ support pages:

- FAQ for Tutor.com: <https://www.tutor.com/faq>
- FAQ for Classroom Features: <https://www.tutor.com/faq>
- FAQ for Troubleshooting and Tech Support: <https://www.tutor.com/faq/tech>



Examples of other materials and resources that can be accessed the resource center include:

- Best practices guides like *Safe and Secure Assurance*, *Website Placement Guide*, and *School Outreach Checklist*
- Demonstration tools such as a student-facing PowerPoint presentation and a PPT presentation geared to parents and teachers (both customizable)
- Webinars and trainings for library staff and patrons

3. Separate Administrative and Reporting components with user rights separated to ensure granting reporting rights does not grant user admin privileges.

Tutor.com meets this requirement. HCPL administrators in our client portal interface are assigned one or more roles granting them access to different administrative tools. Administrators with the "Account Manager" permission may modify, activate, or deactivate patron accounts. Admins who lack this permission may access reports and analytics dashboards but cannot modify user accounts.

4. Reporting options available to be exported to Excel.

Tutor.com meets this requirement. Reporting options can be exported to Excel.

5. Method which allows HCPL staff to create user accounts and groups with multiple rights levels.

Tutor.com meets this requirement. Through the client portal, HCPL administrators can easily create new accounts, reset passwords, or deactivate accounts for patrons on their own.

6. Access to real time and historical reporting to allow HCPL staff to pull reports for number of patrons using the system for any date range; and

Tutor.com meets this requirement. Through our client portal, HCPL staff can pull real-time and historical reporting for number of patrons using the system for any date range.

7. Access to real time and historical reporting to allow HCPL staff to pull reports for the average download speeds experienced by our patrons using the system for any date range.

Tutor.com meets this requirement.

D. Technical Requirements.

The proposed solution shall at minimum provide the following technical requirements:

1. Be a fully enabled web application requiring no client, certificate, or files or applications in order to access the proposed solution on any compatible device.

Tutor.com meets this requirement. We provide a fully enabled web application that doesn't require a client, certificate, or files or applications to access our services. It is a completely managed and hosted solution, with no client-performed system upgrades, maintenance, or configuration changes required. As noted, users can access Tutor.com on any compatible device.

2. Work on common platforms including but not limited to Windows, Unix, Androids and IOS (If any specific app is required to run the tool, it must be available on the Successful Offeror's website and commercial app stores at no charge to HCPL or patron).

Tutor.com's web-based services are accessible from any internet-connected device. For laptop and desktop computers, we support Windows 7/8/10, MacOSX+, Chromebook, Linux, Unix, and a variety of other operating systems.

For tablets and smartphones, we provide our free companion app (Tutor.com to Go). Users may also connect with a tutor through the web browser on any mobile platform, including iOS, Android, Kindle Fire, and more.

3. Provide as many simultaneous connections as possible to our HCPL patrons to support connections, searches, downloads and streaming and maintain a 2ms or less response time.

Tutor.com's infrastructure is designed for high availability at massive scale and includes a web farm with multiple servers behind hardware-based load-balancing. All system components are actively monitored by our IT team, with alerting mechanisms for any part of the system that crosses a threshold, so as load increases, we are able to easily see what parts of the system are being stressed and address that part of the architecture specifically.

For example, we can expand the servers hosting the application and add them to the load-balanced pool to keep up with increased traffic; when horizontal scaling is not practical, we may also burst the maximum bandwidth of existing hardware to 1Gbit/s (more than 120,380% of our current daily average) if needed. We also aggressively cache static content outside our environment, using geographically disperse Akamai servers, so that only the load that requires a dynamic response makes it to our servers to be processed. This allows our servers to continue to process more important requests as traffic increases.

4. Provide sufficient host resources to support concurrent responsive connections for use of its content for all HCPL connections with zero buffering as a result of host resources.

As noted above, Tutor.com can expand the servers hosting our application and add them to the load-balanced pool to keep up with increased traffic; when horizontal scaling is not practical, we may also burst the maximum bandwidth of existing hardware to 1Gbit/s (more than 120,380% of our current daily average) if needed.

We also aggressively cache static content outside our environment, using geographically dispersed Akamai servers, so that only the load that requires a dynamic response makes it to our servers to be processed. This allows our servers to continue to process more important requests as traffic increases.

5. Be compatible with devices using such common operating systems as Windows, Android, Apple and Linux.

Tutor.com meets this requirement. As noted in our response to Question 2 above, our web-based services are accessible from any internet-connected device.

6. Have a stated technology path to maintain compatibility with common operating systems.

Tutor.com meets this requirement. Please see above.

7. Provide a hosted solution requiring no HCPL servers, systems, or gateways required for patrons to use the service outside of HCPL user authentication.

Tutor.com meets this requirement. We are a full SaaS offering hosted via Amazon Web Services (AWS), requiring no server-side installations or client-side downloads for full functionality.

8. Provide a toll-free number for Library IT staff to contact technical staff to address outages and configuration issues available 24x7x365 with a response time of 2 hours.

Tutor.com provides HCPL with premier patron support. This includes toll-free phone support from our U.S.-based in-house Tutor.com technical support team seven days a week and 24/7 online support from this team as well, with a target response time of two hours. Details are as follows:

Phone support: (800) 411-1970; hours are:

- M-F – 8 am to 12 am ET
- Sat. – 8 am – 1 pm and 2 -10 pm ET
- Sun. – 8 am to 10 pm ET

Electronic support: <https://www.tutor.com/contact-forms/individual-account.aspx>

Email: studentsupport@tutor.com and clientsupport@tutor.com

Your customer success manager can also answer questions and resolve any concerns proactively or as reported and can directly escalate any issues to their dedicated account team as needed.

9. Provide link to create problem tickets, search support FAQs, or perform system admin in addition to the toll free number.

Tutor.com meets this requirement. Patrons and librarians may visit <https://www.tutor.com/contact-forms/individual-account.aspx> at any time to submit a support ticket, or <https://lhh.tutor.com/policies/faq.aspx> to browse FAQs.

10. In the event the HCPL ILS or other HCPL contracted digital service is unavailable for authentication, the system must display a standard message stating that service is temporarily unavailable and must notify HCPL automatically through an email to HCPLOutage@henricolibrary.org.

Tutor.com meets this requirement. If an HCPL system used for patron authentication is unavailable, we will notify HCPL immediately and place a customizable message on the library's Tutor.com program.

E. Customer Support and Training Requirements.

1. Customer and administrative support shall be available to HCPL staff via email, website and phone (on a toll free basis) between 7:00 a.m. and 11 pm EST 365 days per year. Outage reports must be responded to within 15 minutes.

Tutor.com provides 24/7 support via email and a support website. We will respond to outage reports within 15 minutes.

2. Non-urgent (non-outage) support requests shall be responded to within one (1) business day of request.

Tutor.com meets this requirement. We respond within one business day of a non-urgent (non-outage) support request.

3. The Successful Offer's proposed solution shall provide common FAQ tips such as, devices supported, devices not supported, common problems, at a minimum, that is available through a URL link in a format suitable for us to share with our patrons.

Tutor.com meets this requirement. We provide all the above via our Partner Resource Center:
<https://www.tutor.com/prc/libraries>

4. The Successful Offeror shall maintain a URL with current online administrative training documentation available 24 hours a day, 365 days a year for the duration of the contract at no charge.

Tutor.com meets this requirement. Please see above.

ATTACHMENT G

Specifications Matrix

This section states HCPL's functional, technical, and implementation requirements for the desired equipment and services; Offeror's proposal must indicate whether its proposed equipment and services comply with HCPL's requirements, as instructed in Scope of Services of the RFP, and provide written narrative response where indicated.

KEY COMPONENT SPECIFICATIONS

The following sections list key components and features necessary for efficiently achieving the functionality required. Offeror(s) should include the following in the appropriate column:

Y: The system proposed is compliant with the requirement.

N: The system proposed is not compliant with the requirement. Any non-compliant responses will require an explanation. Offerors are to provide explanation of non-compliance in this section or as part of their proposal.

| General Requirements | | Compliant | Non-Compliant (explanation provided) |
|----------------------|--|-----------|---|
| 1 | Professional and experienced customer service representatives who communicate effectively with Library personnel. | Y | |
| 2 | A designated Account Manager, at no charge, to work with HCPL staff during implementation and throughout the term of the contract to resolve any issues, including escalated staff and or patron issues, concerning their proposed solution. | Y | |
| 3 | PR marketing materials such as posters, flyers etc. at no additional cost to HCPL. | Y | |
| 4 | A solution that allows for library staff to add and or edit appearance and logos to fit our branding and be able to personalize the site experience. | Y | |
| 5 | A solution that allows for library staff to generate reports, and complete other tasks necessary to run the day-to-day operations as part of normal services with additional or customized reports upon Library's request at no additional cost. | Y | |
| 6 | Unlimited staff access, i.e. passwords, logins etc., for administrative purposes at no additional cost to HCPL. | Y | |
| 7 | A solution that provides HCPL full access to account information via user-friendly website and or interface which shall be available 24x7 365 days. | Y | |
| | | | |

| | | | |
|---|---|------------------|---|
| 7a | The historical detail of such data will be available to HCPL staff during the entire term of the contract. This data shall include, but not be limited to: use based on course title and or subject area; number of courses accessed in specified time frame; new user registrations by day, month and or branch; and user traffic statistics, including active visits and sessions attempted and or completed. | Y | |
| 7b | If HCPL does not continue the service after the contract term is met, the Successful Offeror shall provide a full export of all data compiled during contract term to HCPL at no fee. | Y | |
| 8 | A solution that allows simultaneous use of its content by HCPL patrons and staff in under 2ms response time, 24 hours a day, 365 days a year. | Y | |
| 9 | A solution shall allow filtering levels to be engaged for user access for ease in searching for content. | Y | |
| 10 | Solution should be able to provide verification of users' data security and that user data is stored in the United States. | Y | |
| FUNCTIONAL REQUIREMENTS The proposed solution shall provide, at a minimum, the following requirements: | | Compliant | NON-COMPLIANT (explanation provided) |
| 1 | A highly reliable, 2ms or less responsive, fully functional integrated online learning platform providing self-paced online learning courses/tutorials geared toward personal and professional skills. | Y | |
| 2 | Subject matter areas for students in grades K-adult information available via an online catalog to HCPL staff and patrons. | Y | |
| 3 | Real time assistance for subject matter and areas on which assistance is provided. | Y | |
| 4 | An electronic online platform for which all selection, delivery, and undertaking of assistance can be done through. | Y | |
| 5 | Cover a wide array of subject areas and test prep at levels geared from grades K-12, as well as adult. | Y | |
| 6 | Options for vision-impaired learners. | Y | |
| 7 | Tutors that have earned, at minimum, an accredited four-year degree. | Y | |

| | | | |
|--|---|------------------|---|
| 8 | HCPL users to access live tutoring assistance for continuous block of time, with beginning and end times set by HCPL. | Y | |
| 9 | Users to submit their work for review by a subject-area appropriate team of evaluators. | Y | |
| 10 | Access to course and learning materials on a variety of devices including but not limited to, computers, tablets, androids and cell phones. | Y | |
| 11 | Authentication of patrons for service through the HCPL ILS SIP2 protocol using a valid HCPL library card number and individual password and allow patrons to change or auto reset their passwords. | Y | |
| 12 | An option for creation of a “friendly” alternate user id for sign in in lieu of their library card. | Y | |
| 13 | Access via a link from the HCPL website. | Y | |
| ADMINISTRATIVE AND REPORTING REQUIREMENTS The proposed solution shall provide, at a minimum, the following administrative and reporting requirements: | | COMPLIANT | NON-COMPLIANT (explanation provided) |
| 1 | Access to a dashboard to view or download basic stats including but not limited to: total active visits per specified time period, page visits, users (summary and detail), history of total HCPL patron usage, and courses accessed/completed based on a date range/ time frame HCPL enters. | Y | |
| 2 | Access to customer support and training consoles with end user FAQs, Admin FAQs. | Y | |
| 3 | Separate Administrative and Reporting components with user rights separated to ensure granting reporting rights does not grant user admin privileges. | Y | |
| 4 | Reporting options available to be exported to Excel. | Y | |
| 5 | Method which allows HCPL staff to create user accounts and groups with multiple rights levels. | Y | |
| 6 | Access to real time and historical reporting to allow HCPL staff to pull reports for number of patrons using the system for any date range. | Y | |
| 7 | Access to real time and historical reporting to allow HCPL staff to pull reports for the average download speeds experienced by our patrons using the system for any date range. | Y | |

| TECHNICAL REQUIREMENTS The proposed solution shall, at a minimum provide the following technical requirements: | | COMPLIANT | NON-COMPLIANT (explanation provided) |
|---|--|------------------|--|
| 1 | Be a fully enabled web application requiring no client, certificate, or files or applications in order to access the proposed solution on any compatible device. | Y | |
| 2 | Work on common platforms including but not limited to Windows, Unix, Androids and IOS (If any specific app is required to run the tool, it must be available on the Successful Offeror's website and commercial app stores at no charge to HCPL or patron). | Y | |
| 3 | Provide as many simultaneous connections as possible to our HCPL patrons to support connections, searches, downloads and streaming and maintain a 2ms or less response time. | Y | |
| 4 | Provide sufficient host resources to support concurrent responsive connections for use of its content for all HCPL connections with zero buffering as a result of host resources. | Y | |
| 5 | Be compatible with devices using such common operating systems as Windows, Android, Apple and Linux. | Y | |
| 6 | Have a stated technology path to maintain compatibility with common operating systems. | Y | |
| 7 | Provide a hosted solution requiring no HCPL servers, systems, or gateways required for patrons to use the service outside of HCPL user authentication. | Y | |
| 8 | Provide a toll-free number for Library IT staff to contact technical staff to address outages and configuration issues available 24 hours a day, 365 days a year. with a response time of 2 hours. | | Partial – email and online support 24/7/365; see p. 28 for phone hours. Target response time is 2 hours. |
| 9 | Provide link to create problem tickets, search support FAQs, or perform system admin in addition to the toll-free number. | Y | |
| 10 | In the event the HCPL ILS or other HCPL contracted digital service is unavailable for authentication, the system must display a standard message stating that service is temporarily unavailable and must notify HCPL automatically through an email to HCPLOutage@henricolibrary.org . | Y | |
| | | | |
| CUSTOMER SUPPORT AND TRAINING REQUIREMENTS | | COMPLIANT | NON-COMPLIANT (explanation provided) |
| 1 | Customer and administrative support shall be available to HCPL staff via email, website and phone (on a toll-free basis) between 7:00 a.m. and 11 pm EST 24 hours a day, 365 days a year. Outage reports must be responded to within 15 minutes. | Y | |

| | | | |
|---|--|----------|--|
| 2 | Non-urgent (non-outage) support requests shall be responded to within one (1) business day of request. | Y | |
| 3 | The Successful Offer's proposed solution shall provide common FAQ tips such as, devices supported, devices not supported, common problems, at a minimum, that is available through a URL link in a format suitable for us to share with our patrons. | Y | |
| 4 | The Successful Offeror shall maintain a URL with current online administrative training documentation available 24 hours a day, 365 days a year. for the duration of the contract at no charge. | Y | |

Tab 3 – Default, Termination and Barred Certification Statement

Pursuant to Section VI, Items L(3), L(4) and L(5), in this tab, Offerors shall certify (i) that it has not defaulted on any government contract in the last five years, (ii) that no government has terminated a contract with the Offeror for cause in the last five years, and

(iii) that neither it nor any of its officers, directors, partners, or owners is currently barred from participating in any procurements by any federal, state, or local government body. If any of the aforementioned certifications cannot be made, Offerors must explain in reasonable detail.

TPR Education, LLC certifies the above.

Tab 4 – Offeror’s Qualifications, Experience and References

a. Offerors are to present a Company profile that shows the ability, capacity and skill of the Offeror, their staff, and their employees to perform the services required in this Request for Proposal.

Tutor.com, winner of the Modern Library 2021, 2022, 2023, and 2024 Platinum awards, is the online tutoring industry’s largest and most experienced provider.

We’ve been offering our services since 1998, initially partnering with public libraries to provide online tutoring and homework help. The goal was to facilitate equitable 24/7 access, from any internet-connected device, to students of all socioeconomic backgrounds. Shortly after, Tutor.com began working with colleges, universities, and K-12 schools.

Today we’re a trusted, experienced, and financially stable academic partner with the capabilities, staff, and technology to expertly serve your patrons. Headquartered in New York City, we’ve delivered more than 26 million tutoring sessions since our inception. We also provide test preparation services within our platform through our sister company, The Princeton Review.

We serve approximately 1,300 clients companywide (including K-12 districts, colleges and universities, and companies) and approximately 2,600 library locations. In addition, our library partners include several statewide systems: Alabama, Alaska, Louisiana, Rhode Island, South Carolina, and West Virginia. We also serve the Los Angeles Public Library, which has the largest population of any library in the United States. For a testimonial to our qualifications, please see [this overview](#) from Leesa Aiken, Agency Director, South Carolina State Library.

As we have provided more than 6,300 live tutoring sessions to HCPL patrons, our qualifications also include a clear understanding of HCPL’s needs.

EMPLOYEES

Please see below for details on the employees who perform the services required in this Request for Proposal. We have also included a brief resume for each in the attachments to this proposal.

David Wills, Senior Director, Library Partnerships: David manages our partnership and relationship with HCPL and oversees the tutoring program strategy and engagement. He ensures that all program expectations are met.

Maxine Nebro, Customer Success Manager: Maxine helps to coordinate our program and conducts trainings. She also provides ongoing program, patron, and library staff support.

Jeffrey Lopez, Implementation Support Manager: Jeff provides ongoing technical support.

Lauren Lobdell, VP, Customer Success: Lauren manages Tutor.com’s customer success team and oversees the implementation and management of our programs. She provides ongoing support to the team and partners.

Suzanne Podhurst, VP, Institutional Marketing: Suzanne ensures that your tutoring program includes a robust and effective marketing and communications plan to drive community awareness and usage.

Amy Dietzman, Ed.D, Senior Director of Learning Strategies: Amy oversees the training and professional development team to ensure the highest caliber of training and instruction for our employees and clients. Amy and her team also create tutor professional development resources.

John Calvello, Chief Institutional Officer: John provides executive oversight for your program and ensures that we meet your customers' needs.

b. References – provide a minimum of three (3) references, who could attest to the Offeror’s past performance to provide services similar to those required for the contract. Services must have been provided for at least three (3) years to public libraries that are similar in size to Henrico County Public Libraries. The list shall include contact persons and telephone numbers. Offerors may not use Henrico County as one of their references.

Forsyth County Public Library:

Liz Owens, Office Administrator
(336) 703-3012
owensey@forsyth.cc
Client since 2004

Solano County Library (CA)

Nancy Wilson, Librarian
(707) 784-1509
njwilson@solanocounty.com
Client Since 2005

Sonoma County Library (CA)

Rauno Saarinen, E-Resource & Discovery Specialist
(707) 545-0831 x 1581
rsaarinen@sonomalibrary.org
Client Since 2017

Tab 5 – Implementation Project Approach and Training

In this tab, Offerors shall provide in detail their approach to fulfilling the scope of services requested in this RFP.

SCOPE OF SERVICES OVERVIEW

Tutor.com offers live real-time tutoring in over 200 subjects and test prep areas. Areas covered include all major academic subjects as well as writing, technical subjects, computer science subjects, and more. (For details, please see the attachment, **Library Subject List** included with this response.) We also offer asynchronous support for writing projects and essays and other subject areas.

Dedicated support: We will continue to provide HCPL with a dedicated Account Manager, David Wills, and a Client Care team, led by a Customer Success Manager, Maxine Nebro. They will continue to serve as your primary points of contacts and provide responsive, high-touch support

To maintain awareness of your program and continue to help drive usage, we also provide HCPL with an extensive array of customizable marketing and outreach materials that are available in English and Spanish (we can also provide these in other languages if needed). These resources, as well as others, can be accessed through our [Partner Resource Center](#) for libraries.

An award-winning platform: Tutoring instruction will be delivered within our award-winning **LEO** (Learner Engagements Online™) platform. This features our proprietary virtual classroom (including audio, chat, screen and file sharing, and other interactive features), along with access to session history. This multi-modal platform provides a range of accessibility options, and is ADA and Section 508 compliant as well as WCAG 2.1 AA compliant.

Through LEO, your patrons can also access The Princeton Review's DSAT and ACT Essentials (a self-paced study course) and complementary test prep and resources for the GRE, GMAT, MCAT, and NCLEX.

This platform can be accessed from any internet-connected device. For laptop and desktop computers, we support Windows 7/8/10, MacOSX+, Chromebook, Linux, Unix, and a variety of other operating systems. For tablets and smartphones, we provide our free companion app (Tutor.com to Go). Users may also connect with a tutor through the web browser on any mobile platform, including iOS, Android, Kindle Fire, and more

Our tutors: To provide your patrons with the very best tutoring, we select and support the very best tutors. Each of our 4,600+ tutors has a four-year degree. They may also have qualifying certifications in areas such as nursing and computer science. Many have advanced degrees, and many are faculty members, adjuncts, or teachers, or are employed in the fields for which they tutor. All tutors must have demonstrated subject matter expertise for the subject(s) in which they tutor.

Client portal and reporting: We provide designated HCPL staff with 24/7 on-demand access to all stated requirements via an easy-to-use dashboard in a secure client portal. Through this portal they have 24/7 access to detailed on-demand and monthly reporting. (Monthly reports are also emailed to you in PDF format.) Tutor.com also provides quarterly and annual narrative reports, statistics summaries, and session transcripts upon request.

Data security: Our learning environment is built to protect client information and each patron's privacy and create a safe online experience. Tutor.com and its employees and tutors comply with all applicable federal regulations, to include FERPA, COPPA, and those that deal with student data and privacy issues. We never disclose, transmit, or distribute student data beyond its customer-approved use. We are the institution's agent, and we completely understand our role in protecting this data.

Offerors shall also provide at a minimum the following information:

a. An implementation plan showing contract beginning on September 1, 2024. Include tasks and completion time frames and identify the responsible party for each task identified.

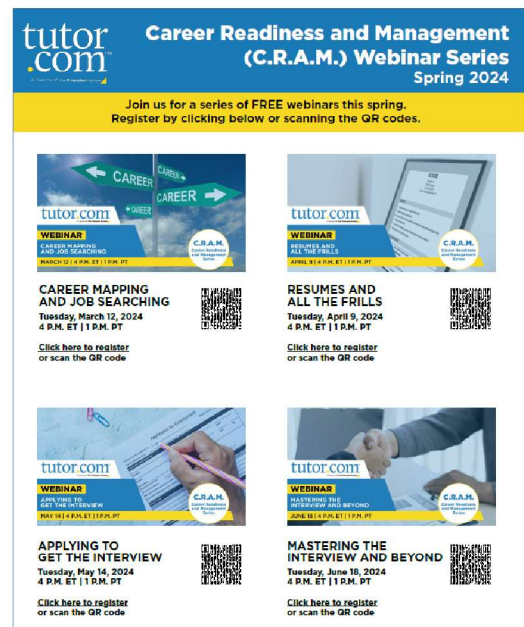
As HCPL is a current client, we have already completed the implementation and will be able to provide uninterrupted service to your staff and patrons. However, we will recommend that we review additional features and services that can be enabled or added to the program, but this would require minimal lead time.

b. Describe required staff training of proposed solution. Include the number of hours, the number of participants allowed, and any charges if applicable.

As noted above, there would be no need for an implementation. We do, however, provide clients with ongoing complementary training, which includes customized webinars for designated staff. These include virtual refresher courses according to their preferences and needs, and at any time upon request.

Examples of previous webinars include:

- Utilizing Tutor.com as a K-5th grade patron series
- Utilizing Tutor.com as 6-12th grade patrons series
- Utilizing Tutor.com as a College and Adult patron series
- Career Readiness and Management series
- Student Success Series
- How a Single Branch Library Creatively Uses Tutor.com to Benefit a Culturally Diverse & Demographically Changing Community
- The Who, What, Why and Where of Tutor.com Promotion
- Year-Round Promotional Themes
- New School Year Resolutions
- Using Data to Drive Promotion
- Digital Marketing & Badging Ideas



Sample webinar flyer

c. Offerors shall provide information on how the proposed solution's library-managed services will occur.

All site pages (including our Online Classroom interface, where live tutoring sessions take place) have up-to-date SSL certificates, and all patron data is protected at rest via industry-standard AES-256 bit encryption.

d. Offerors shall describe the compatible interfaces (Windows, Android, Apple, Linux) which are currently available. Note any interfaces that are planned to be added or discontinued.

Tutor.com's web-based services are accessible from any internet-connected device. For laptop and desktop computers, we support Windows 7/8/10, MacOSX+, Chromebook, Linux, Unix, and a variety of other operating systems. For tablets and smartphones, we provide our free companion app (Tutor.com to Go). Users may also connect with a tutor through the web browser on any mobile platform, including iOS, Android, Kindle Fire, and more.

e. State the technology path the proposed solution will use to maintain compatibility with common operating systems.

Our application is 100 percent web-based. Users can connect to our platform and online classroom via any internet-connected device.

f. Describe how the proposed solution will connect to HCPL's ILS for user authentication and will provide technical connection specifications.

Patrons will be challenged for a barcode and PIN upon accessing Tutor.com, which Tutor.com will validate through a SIP2 Patron Information Request (SIP message #63) to the ILS. Upon receipt of a validated Patron Information Response (SIP message #64), the patron will be granted access to the program.

g. Provide an overview of current concurrent connections over the past six months to demonstrate the connections bandwidth are available to support HCPL.

Tutor.com meets this requirement. This has been included in the attachments to this proposal.

h. Provide sample reports.

Tutor.com meets this requirement. These have been included in the attachments to this proposal.

i. Describe how HCPL can access historical data at the end of the contract.

HCPL can run reports within the client portal for a period of up to 180 days for a variety of report styles. For anything beyond the 180-day period, HCPL can reach out to their customer success manager and provide the needed date range. The CSM can then run an expanded report for them.

j. Provide a current copy of your firm's End User License Agreement.

Tutor.com's Terms of Use can be found here: <https://leo.tutor.com/terms>.

Tab 6 – Customer Service

In this tab, Offerors shall describe how their firm will provide customer service as requested in the scope of services. Offerors shall provide at a minimum the following information.

a. The maximum time available for live tutor assistance, as well as any parameter on beginning and end time for live tutor assistance.

HCPL users can access live tutoring assistance 24x7 and there is no set time limit for a live tutoring assistance.

b. Information on work turnaround time and evaluation methods.

Tutor.com guarantees an average turnaround time of 12 hours for essays, resumes or cover letters uploaded for asynchronous review, and an average turnaround time of 24 hours for math questions submitted for an asynchronous response.

c. Provide maximum number of devices and device platforms supported.

There is no maximum – any patron or librarian with a supported device may access Tutor.com any time after successful authentication.

For laptop and desktop computers, we support Windows 7/8/10, MacOSX+, Chromebook, Linux, Unix, and a variety of other operating systems. For tablets and smartphones, we provide our free companion app (Tutor.com to Go). Users may also connect with a tutor through the web browser on any mobile platform, including iOS, Android, Kindle Fire, and more

d. List the locations where the offeror's app is publicly available for download.

Please see below:

<https://itunes.apple.com/us/app/tutor-com/id382913089?mt=8>

<https://play.google.com/store/apps/details?id=com.tutor.to.go.android>

e. Describe the maximum number of simultaneous connections available to HCPL cardholders.

There are no maximum number of simultaneous connections available to HCPL cardholders.

f. The proposed solution shall be available to staff and patrons supporting a 99.999% uptime. Offerors shall provide 3 years proof of 99.999% up time service level.

At Tutor.com, we prioritize building all our systems with redundancy in mind. Utilizing AWS US-East, we ensure that our infrastructure is robust and highly available. However, while we strive for optimal performance and reliability, we do not guarantee 99.999% uptime. Our service level commitment is to maintain 99.99% uptime. This level allows us to provide a highly reliable service while acknowledging the realistic limits of technology and maintenance needs.

g. Offeror shall provide evidence of an annual security audit by a certified organization.

Tutor.com is currently in the process of completing our annual audit, and we expect the final report of our SOC2 Type II to be available in the fall of 2024.

h. Provide samples of PR materials and the amount of materials to be provided for this contract with their proposal package.

Tutor.com will continue to provide HCPL with whatever PR and marketing materials are requested. Descriptions of these can be found on pages 9-11. Recent examples of materials provided include updated graphics packages for HCPL's website, email communications, and additional outreach. We've also provided summer reading program materials that include worksheets, projects and activities, updated program cards, and bookmarks.

These have been designed to enable customization, with assistance from the customer success manager, and printed out. We also provide other program collateral at no additional cost to library staff as files that can be easily customized and printed or distributed electronically. For examples of these materials, please visit our [Partner Resource Center](#).

i. Provide information regarding the use of third party logos and provide trademark use guidelines for use on HCPL's website.

All marketing and other communications by HCPL, and HCPL web pages that refer to Tutor.com, should include the Tutor.com logo, as provided by Tutor.com, or the words "Powered by Tutor.com, a Service of The Princeton Review®."

Tab 7 – Pricing / Cost Proposal

In this tab, Offerors shall provide an annual subscription cost. Offerors shall detail all items included in the annual subscription fee. This shall include implementation costs, training, etc.

LEO TUTORPLUS: This pricing model provides all patrons living in Henrico County with unlimited live 1-1 tutoring sessions and access to Tutor.com and The Princeton Review educational resources and test prep content.

Annual subscription costs:

| Year | Annual Price |
|-----------|--------------|
| 2024-2025 | \$18,500 |

Additional add-ons

The following includes a list of additional add-on costs:

| Product | Price |
|-------------------------------------|---------|
| College Admission Self-Paced (CASP) | \$6,215 |
| NCLEX Q-Bank: | \$1,555 |
| The Princeton Review Book Kit | \$220 |

Annual subscription breakdown.

| Products | Price | Quantity | Subtotal |
|-------------------------------|----------|----------|----------|
| LEO TutorPlus: | \$18,500 | 1 | \$18,500 |
| College Admissions Self-Paced | \$6,215 | 1 | Waived |
| NCLEX Q-Bank | \$1,555 | 1 | Waived |
| 23 TPR Book Kits | \$220 | 10 | Waived |

LEO TUTORPLUS

This will include the following:

- **Live 1:1 unlimited on-demand tutoring** from 10 am to 12 am EST, Sun-Sat, with 4,600+ fully vetted expert tutors and career coaches in over 200+ subjects and test prep areas. Areas covered include all major academic subjects as well as writing, technical subjects, computer science subjects, and more. (For details, please see the attachment, **Library Subject List** included with this response.)
- **The Princeton Review's Digital SAT and ACT Essentials;** with video lessons, practice materials, score reports, personalized study plans, 375+ online drills, 280+ online video lessons 14+ full length practice tests, and resources from over 150+ publications by The Princeton Review, including FAFSA support.

- **The Princeton Review Graduate Test Prep for the GMAT, GRE, and MCAT:** combined includes over 265 hours of learning, 10 practice tests, 500 videos, 62 lessons/drills, and 1,100 practice problems.
- **24/7 drop-off** reviews for math questions, resumes and cover letters, college-level writing, and writing assignments for students in grades K-6 and 7-12.
- **AP® exam video lessons** which include 440+ curated video lessons for AP subjects: calculus, chemistry, English, environmental science, physics, U.S government and politics, U.S. history, and world history.
- **Math and English language art skills video lessons** containing 100+ video lessons in arithmetic, algebra, geometry, statistics, reading, writing, and grammar.
- **SkillsCenter Resource Library**, which is a database that includes 40+ years of developed content from The Princeton Review as well as pre-recorded sessions, links to informational websites, instructional videos, learning games, customizable flash cards, expert advice, and job search resources from reliable, external sources.
- **Career services for job seekers and military veterans** that include career resources, self-assessment and preparation, live cover letter/resume help, live help with applications, live interview prep, and external national and local resources for job search.
- **Study and Life Skills** for both students and parents that connects them with study skills coaches; this includes guidance on building a support system, finding scholarly resources, developing healthy habits, managing knowledge gaps, setting and meeting goals, notetaking, and developing organizational skills.
- **Practice quizzes** for the Armed Services Vocational Aptitude Battery (ASVAB) military entrance exam
- **Optional personalized accounts** for access to session history, favorite tutors, score reports, progress reports, and more.
- **Implementation** will include a custom plan to build the LEO User Interface and client portal to the client's specifications and needs.
- **Staff trainings** will include training for designated administrators on how to use the LEO user interface, client portal, reporting, and training for the different business units who will work closely with the resource.
- **Ongoing trainings** will include customized live webinars for designated staff, virtual refresher courses according to their preferences and needs at any time upon request. We will also conduct webinars geared to students, parents, educators, and caregivers to ensure that they, too, know how to use this new resource.
- **Reporting** will include monthly reports, on-demand reports, ad hoc reporting, quarterly and annual narrative reports, daily honor code violation reports.
- **Marketing** will include all the resources needed to ensure your program is successful via custom collateral, social media content, creating calendar of marketing and communication activities, determining webinar and training topics and schedules, translating materials into Spanish as requested, invite all staff to receive monthly Tutor.com newsletter.

- **Client Support** We provide toll-free phone support from our Tutor.com technical support team seven days a week and 24/7 online support as well.

College Admission Self-Paced “CASP”

The Princeton Review’s College Admissions Self-Paced Course includes content (articles, videos, etc.) that explains key concepts about the college admissions process and helps students make their applications stand out.

The Princeton Review’s Online Student Portal Includes:

- 120+ admissions-related videos and articles
- Activities list tool
- College research & application tracker tools
- 365 days of access

This lets students:

- Review helpful college admissions content and complete assignments that reinforce relevant concepts.
- Track, organize, and print their list of high school accomplishments and extra curriculars.
- Manage their college research and applications using tools that pull college-specific data according to students’ preferences, direct them toward best-fit schools, and help them stay organized throughout the admissions process.
- Gain access to our customized dashboard tools for 365 days

NCLEX Q-Bank

The Princeton Review’s NCLEX Q-Bank with Q-Bank drills, 3,700+ total practice questions, 200+ Next Generation NCLEX items, two directive self-assessments (130 questions each), a create your own flashcard feature, detailed explanations, and in-depth score reports. Please see the NCLEX attachment for details.

The Princeton Review Book Kit

All 10 Henrico County Public Library locations will receive The Princeton Review Book Kit that will include the following publications:

1. SAT Prep 2023 Edition
2. ACT Prep, 2022 Edition (then the 2023 Edition pubs Dec 2022)
3. PSAT/NMSQT Prep, 2022 Edition
4. The K&W Guide to Colleges for Students with Learning Differences, 15th Edition
5. Paying for College, 2023
6. College Admissions 101, 3rd Edition
7. The Best 388 Colleges 2023 Edition
8. The Ultimate Guide to HBCUs
9. ASVAB Prep, 5th Edition (publish 2020)
10. GED Test Prep, 2023 Edition

Optional annual renewals (4 renewals)

| Year | Annual Price |
|------------------|-----------------|
| 2026-2027 | \$18,500 |
| 2027-2028 | \$18,500 |
| 2028-2029 | \$18,500 |
| 2029-2030 | \$18,500 |

Tab 8 – Exceptions

In this tab, Offerors shall list any exceptions taken to the Scope of Services and General Terms and Conditions of this Request for Proposals. The County intends to make the RFP and the Successful Offeror's proposal a part of the contract between the parties, so Offerors should list any exceptions for purposes of negotiating the contract. Exceptions to any liability provisions contained in this Request for Proposals is not required to be submitted.

No exceptions have been included. In lieu of these, we propose to continue using our current contract, which has been included as an attachment to this proposal response.

Tab 9 – Assumptions

In this tab, offerors shall list any assumptions made when responding to this Request for Proposals.

No assumptions have been made.

Attachments

This section includes the following attachments:

- Concurrent Connections Overview
- Sample Reports
- Supporting ELL Students
- Tutor.com Library Subject List
- How it Works Guide – LEO Classroom
- NCLEX Overview
- College Admissions Self-Paced Support
- Career Services Resources
- Adult Learning Overview
- Data Security
- Team Resumes
- Contract Agreement

Concurrent Connections Overview

Please see below for the requested information.

| Year | Month | Day | Hour | Session Count |
|------|-------|-----|------|---------------|
| 2024 | 6 | 3 | 0 | 146 |
| 2024 | 6 | 3 | 1 | 110 |
| 2024 | 6 | 3 | 2 | 65 |
| 2024 | 6 | 3 | 3 | 38 |
| 2024 | 6 | 3 | 4 | 29 |
| 2024 | 6 | 3 | 5 | 30 |
| 2024 | 6 | 3 | 6 | 25 |
| 2024 | 6 | 3 | 7 | 40 |
| 2024 | 6 | 3 | 8 | 71 |
| 2024 | 6 | 3 | 9 | 108 |
| 2024 | 6 | 3 | 10 | 129 |
| 2024 | 6 | 3 | 11 | 154 |
| 2024 | 6 | 3 | 12 | 241 |
| 2024 | 6 | 3 | 13 | 274 |
| 2024 | 6 | 3 | 14 | 260 |
| 2024 | 6 | 3 | 15 | 275 |
| 2024 | 6 | 3 | 16 | 253 |
| 2024 | 6 | 3 | 17 | 315 |
| 2024 | 6 | 3 | 18 | 350 |
| 2024 | 6 | 3 | 19 | 355 |
| 2024 | 6 | 3 | 20 | 380 |
| 2024 | 6 | 3 | 21 | 347 |
| 2024 | 6 | 3 | 22 | 289 |
| 2024 | 6 | 3 | 23 | 278 |
| 2024 | 6 | 4 | 0 | 179 |
| 2024 | 6 | 4 | 1 | 119 |
| 2024 | 6 | 4 | 2 | 69 |
| 2024 | 6 | 4 | 3 | 40 |
| 2024 | 6 | 4 | 4 | 26 |
| 2024 | 6 | 4 | 5 | 27 |
| 2024 | 6 | 4 | 6 | 34 |
| 2024 | 6 | 4 | 7 | 43 |
| 2024 | 6 | 4 | 8 | 113 |
| 2024 | 6 | 4 | 9 | 150 |
| 2024 | 6 | 4 | 10 | 155 |
| 2024 | 6 | 4 | 11 | 189 |
| 2024 | 6 | 4 | 12 | 271 |
| 2024 | 6 | 4 | 13 | 237 |
| 2024 | 6 | 4 | 14 | 312 |

| | | | | |
|------|---|---|----|-----|
| 2024 | 6 | 4 | 15 | 316 |
| 2024 | 6 | 4 | 16 | 386 |
| 2024 | 6 | 4 | 17 | 350 |
| 2024 | 6 | 4 | 18 | 384 |
| 2024 | 6 | 4 | 19 | 483 |
| 2024 | 6 | 4 | 20 | 411 |
| 2024 | 6 | 4 | 21 | 386 |
| 2024 | 6 | 4 | 22 | 366 |
| 2024 | 6 | 4 | 23 | 242 |
| 2024 | 6 | 5 | 0 | 179 |
| 2024 | 6 | 5 | 1 | 107 |
| 2024 | 6 | 5 | 2 | 72 |
| 2024 | 6 | 5 | 3 | 43 |
| 2024 | 6 | 5 | 4 | 23 |
| 2024 | 6 | 5 | 5 | 25 |
| 2024 | 6 | 5 | 6 | 46 |
| 2024 | 6 | 5 | 7 | 61 |
| 2024 | 6 | 5 | 8 | 94 |
| 2024 | 6 | 5 | 9 | 119 |
| 2024 | 6 | 5 | 10 | 165 |
| 2024 | 6 | 5 | 11 | 182 |
| 2024 | 6 | 5 | 12 | 293 |
| 2024 | 6 | 5 | 13 | 310 |
| 2024 | 6 | 5 | 14 | 303 |
| 2024 | 6 | 5 | 15 | 298 |
| 2024 | 6 | 5 | 16 | 323 |
| 2024 | 6 | 5 | 17 | 354 |
| 2024 | 6 | 5 | 18 | 375 |
| 2024 | 6 | 5 | 19 | 352 |
| 2024 | 6 | 5 | 20 | 354 |
| 2024 | 6 | 5 | 21 | 366 |
| 2024 | 6 | 5 | 22 | 298 |
| 2024 | 6 | 5 | 23 | 267 |

Sample Reports

Please see the following pages for examples of the reporting we provide to Henrico County Public Library.

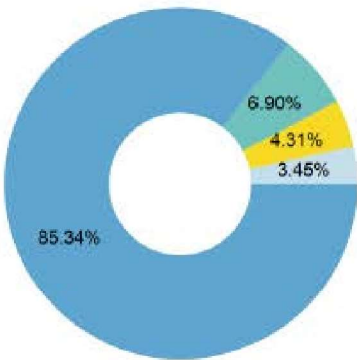
Henrico County Public Library Monthly Report

Date Range: 5/1/2024 - 5/31/2024

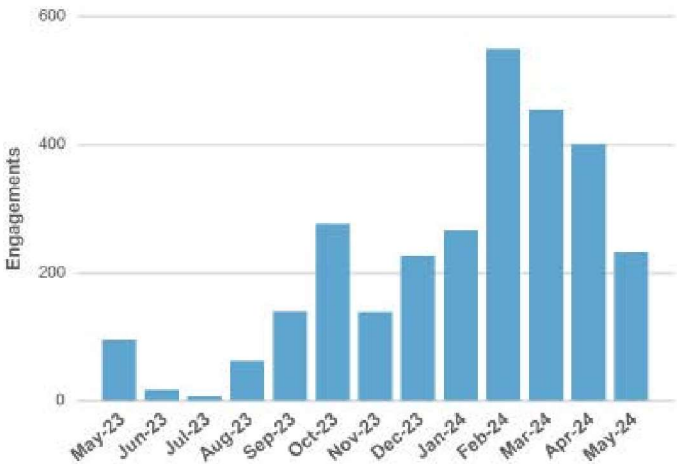
Survey Feedback

| | |
|---|------|
| Is this service helping you complete your homework assignments? | 97% |
| Is this service helping you improve your grades? | 97% |
| Is this service helping you study for school? | 100% |
| Would you recommend this service to a friend? | 100% |

Program Activity [232 Total Engagements]

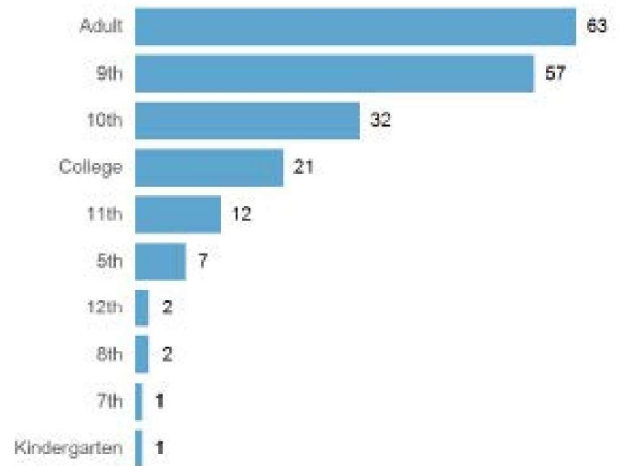
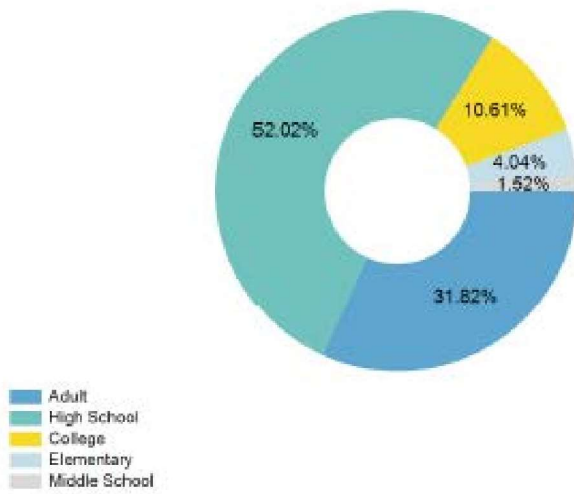


- Tutoring Sessions
- Favorite Tutor Adds
- Past Session Views
- Other

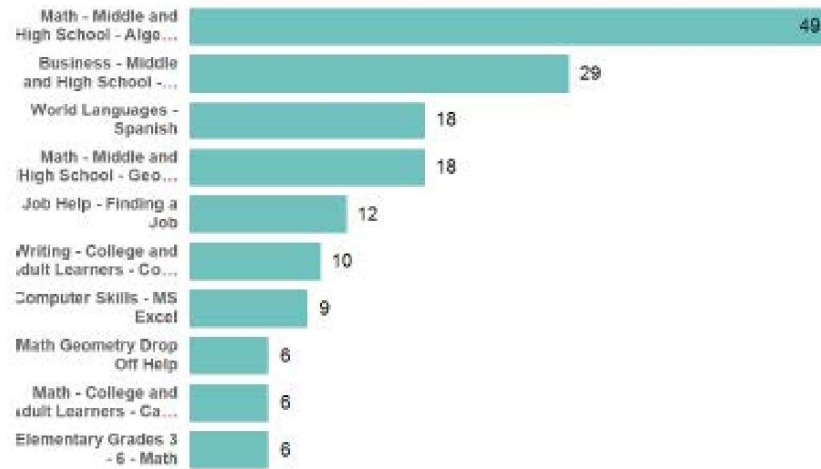
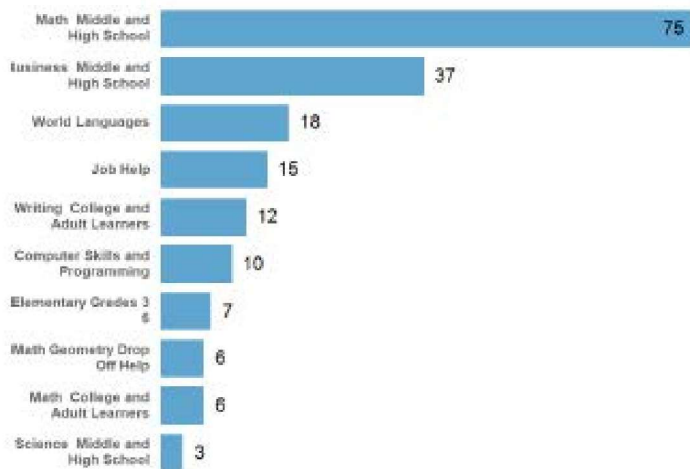


| Engagement Type | May-23 | Jun-23 | Jul-23 | Aug-23 | Sep-23 | Oct-23 | Nov-23 | Dec-23 | Jan-24 | Feb-24 | Mar-24 | Apr-24 | May-24 |
|---------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Accounts Created | 4 | 1 | 0 | 1 | 2 | 3 | 2 | 2 | 0 | 4 | 2 | 0 | 3 |
| Favorite Tutor Adds | 6 | 0 | 0 | 0 | 6 | 5 | 11 | 6 | 18 | 26 | 19 | 34 | 16 |
| Locker Views | 1 | 0 | 0 | 1 | 0 | 1 | 3 | 0 | 10 | 24 | 0 | 0 | 2 |
| Past Session Views | 6 | 0 | 0 | 8 | 2 | 144 | 16 | 92 | 45 | 94 | 39 | 0 | 10 |
| Quizzes Accessed | 0 | 0 | 0 | 0 | 0 | 1 | 4 | 0 | 0 | 0 | 2 | 0 | 0 |
| Skills Center Usage | 13 | 6 | 2 | 3 | 1 | 3 | 0 | 9 | 3 | 4 | 12 | 6 | 3 |
| Test Prep Visits | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 1 | 0 | 0 |
| Tutoring Sessions | 62 | 8 | 5 | 48 | 127 | 119 | 100 | 117 | 190 | 395 | 378 | 361 | 198 |
| Video Library Views | 1 | 2 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 0 |
| Total | 94 | 17 | 7 | 62 | 138 | 276 | 137 | 227 | 266 | 548 | 454 | 401 | 232 |

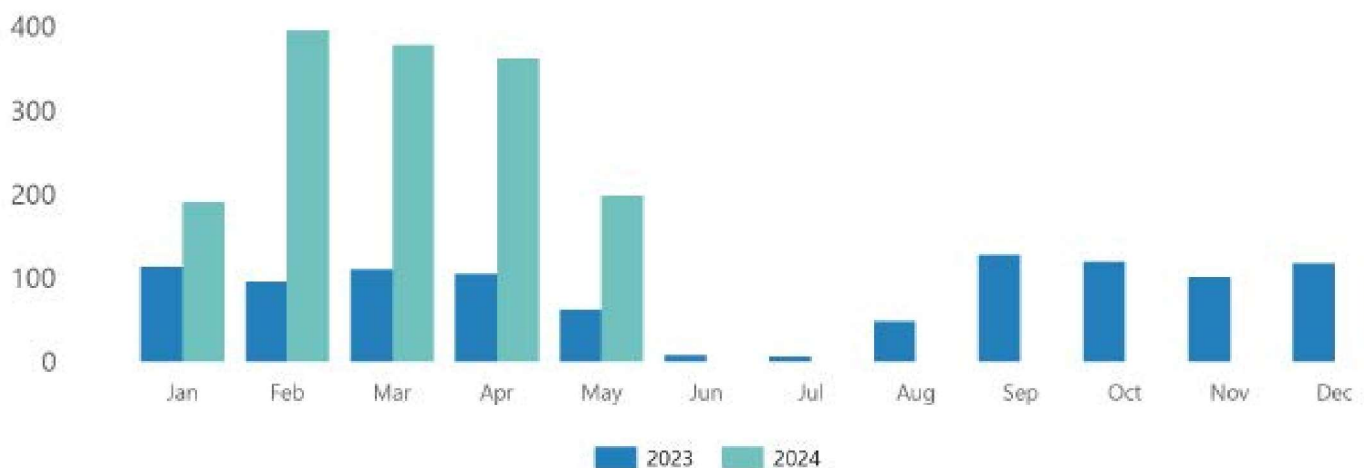
Tutoring Sessions by Education Level



Tutoring Sessions by Topic and Subject



Tutoring Sessions Trend



Supporting ELL Students

If it's apparent that English is not a student's first language, our tutors use a variety of approaches to convey and solicit information during tutoring sessions. Techniques can include some or all of the following:

- Avoiding long comments and colloquial expressions
- Using short sentences
- Breaking down concepts into small steps: If the student has several things to accomplish, the tutor can list them on the whiteboard like a checklist and work through each one at a time; if necessary, a lesson, topic, or task may cover multiple sessions
- Breaking down any long/complex directions and helping the student understand the order in which they should be addressed
- Explaining unknown/unfamiliar terms
- Checking for understanding before moving on to a new concept; if a student seems confused, this is a signal to provide clarification before continuing
- Maintaining an appropriate pace – When sharing an abundance of information with the student, the tutor ensures that they're ready to continue
- Maintaining flexibility – If the tutor notices that a student is not following, it may indicate a new approach is necessary
- Guiding and leading without doing – Students learn best by engaging with the material; the student, not the tutor, should complete the work
- Using examples – If a student cannot figure out how to do something, providing an example can effectively move the session forward
- Taking cues from the student – An ELL student may have a strong understanding of the content, but struggle to communicate their knowledge; to help them with this, tutors adjust instruction
- Not asking if a student has a language barrier – In cases where students offer that information, our tutors make the student comfortable by providing encouragement and support
- Avoid ending a session abruptly – In some cases, a final solution may not be reached. When this occurs, the tutor will let the student know well in advance when the session needs to begin winding down
- Allowing time for final questions – In addition to final questions, tutors also indicate where the student needs to resume in the next session

DISCIPLINE-SPECIFIC INFORMATION

Our tutors also recognize that ELL students may struggle in certain subject areas. If this occurs, they will modify their instructional approach as needed. Below are examples of areas that can be challenging in English language arts and math.

English language arts

- Idioms and figurative language in English texts
- Density of unfamiliar vocabulary

- Homonyms and synonyms
- Grammar usage, especially the exceptions to standard rules
- Word order, sentence structure, and syntax
- Difficult text structure with a topic sentence, supporting details, and conclusion
- Unfamiliarity with the connotative and denotative meanings of words
- Expressing an opinion about the text
- Use of regional U.S. dialects
- Fear of participation and interaction with other students
- Story theme
- Literary terms for story development
- Unfamiliarity with drawing conclusions, analyzing characters, and predicting outcomes
- Imagery and symbolism

Math

- Formation of numbers and the use of decimal points and commas
- United States customary measurement system
- Manipulatives
- Students may be familiar with learning math by rote memory
- Word problems
- Estimating, rounding, and geometry
- Mathematical terms which do not translate
- “Showing work”

Tutor.com Subject List

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MATH

Algebra I
Algebra II
Basic Math
Business and Consumer Math
Geometry
Middle School Math
Pre-Calculus
Quantitative Reasoning
Statistics
Trigonometry
AP® Calculus AB
AP® Calculus BC
AP® Macroeconomics
AP® Microeconomics
AP® Statistics

SCIENCE

Basic Science
Biology
Chemistry
Cultural Anthropology
Earth Science
Environmental Science
Physics
AP® Biology
AP® Chemistry
AP® Physics B
AP® Physics C

ENGLISH & WRITING

Book Reports
College/Scholarship Essays
Essays
Grammar
Letters
Literature
Short Stories
Vocabulary
AP® English Composition
AP® English Literature

READING COMPREHENSION

Genres
Graphic Analysis
Graphic Organizers
Identifying Facts and Opinions
Main Ideas
Points of View
Text Structures

HISTORY, SOCIAL STUDIES, & SOCIAL SCIENCES

Anatomy and Physiology
Art History and Appreciation
Basic Social Studies
Civics and Government
Criminal Justice
Ethics
European History
Geography
Philosophy
Physical Science
Psychology
Psychology
Research Methods
Social Studies (K-8)
Sociology
U.S. History
World History
AP® Comparative Gov. and Politics
AP® Environmental Science
AP® European History
AP® Human Geography
AP® Human Geography
AP® Physics 1: Algebra-Based
AP® Physics 2: Algebra-Based
AP® Psychology
AP® Research
AP® Seminar
AP® U.S. Gov. and Politics
AP® U.S. History
AP® World History

WORLD LANGUAGES

French Grammar
French Vocabulary
French Writing
German Grammar
German Vocabulary
German Writing
Italian Grammar
Italian Vocabulary
Italian Writing
Spanish Grammar
Spanish Vocabulary
Spanish Writing
AP® French Language and Culture
AP® German Language and Culture
AP® Italian Language and Culture
AP® Spanish Language and Culture

BUSINESS

Accounting
Economics
Finance
Principles of Management

NURSING & HEALTH SCIENCES

Medical Terminology
Medical/Surgical Nursing
NCLEX® Test Preparation
Nursing Care Plans
Pathophysiology
Pharmacology

COMPUTER SCIENCE AND LITERACY

Microsoft® Excel®
Microsoft® PowerPoint®
Microsoft® Word®
CompTIA A+
C++
Java
Python
AP® Computer Science A

ACT® TEST PREP

Algebra
Algebra II
Basic Math
Biology
Chemistry
Composition
Earth and Space Science
Geometry
Grammar
Reading
Trigonometry

PSAT®/SAT® TEST PREP

Algebra
Basic Math
Geometry
Precalculus
Statistics and Probability
Reading
Writing

Please note that some subjects are available for limited hours.

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Algebra
Basic Math 1
Basic Math 2
Basic Science
Biology
Chemistry
Composition
Earth and Space Science
Geometry
Grammar
Physics
Reading Comprehension
Social Studies

CITIZENSHIP PREP

U.S. Citizenship Test

ENGLISH LANGUAGE LEARNERS

Middle and High School:

- Reading
- Speaking
- Writing

College and Adult Learners

- Speaking
- Writing

PARENT COACHING

Finding Balance
Managing Knowledge Gaps
Motivation and Goals
Scheduling and Organization
Setting Expectations
Study Techniques
Using Resources

STUDENT SUCCESS: STUDY AND LIFE SKILLS

Building a Support System
Finding Scholarly Resources
Healthy Habits
Motivation and Goals
Notetaking
Organizational Skills
Stress Management
Study Strategies
Time Management
Utilizing Resources
Writing Review (K-6, 7-12)
Writing Review (Adult/College)

JOB SEARCH SUPPORT

Drop-Off Cover Letter Review
Drop-Off Resume Review
Job Search: National and Local
Live Cover Letter Writing Help
Live Interview Prep. and Practice
Live Resume Writing Help
Online Job Applications
Unemployment Help

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IB Biology
IB Chemistry
IB Computer Science: C++
IB Computer Science: Java
IB Economics
IB French
IB History
IB History of Americas
IB Language A: Lang. and Literature
IB Language A: Literature HL
IB Language A: Literature SL
IB Literature
IB Mathematics HL: Calculus
IB Mathematics HL: Discrete Math
IB Mathematics HL: Pre-Calculus
IB Mathematics HL: Statistics
IB Mathematics SL: Calculus
IB Mathematics SL: Pre-Calculus
IB Mathematics SL: Statistics
IB Physics
IB Psychology
IB Spanish

ADDITIONAL STUDY TOOLS AND RESOURCES

VIDEO LESSON LIBRARY

Advanced Placement

AP[®] Biology
AP[®] Calculus AB
AP[®] English Language
AP[®] Environmental Science
AP[®] Physics
AP[®] U.S. Government and Politics
AP[®] U.S. History
AP[®] World History

Math Fundamentals

Arithmetic; Algebra; Geometry;
Statistics

English Fundamentals

Grammar; Reading; Writing

THE PRINCETON REVIEW TEST PREPARATION

SAT[®]/ACT[®] ESSENTIALS

College Admissions Articles
Full Score Reports
Practice Drills
Practice Tests
Test Taking Tips
Video Lessons

GRADUATE SCHOOL TESTS

GMAT[®] Practice Tests
GRE[®] Practice Tests
LSAT[®] Practice Tests
MCAT[®] Practice Tests

PRACTICE QUIZZES

Algebra I
Algebra II
ASVAB
Biology
Calculus
Chemistry
English I-IV
Geometry
Math Fundamentals
Physics

MATERIAS ACADÉMICAS

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Como Encontrar Recursos
Académicos
Cómo Tomar Notas Eficazmente
Estrategias de Estudio
Gestión del Tiempo
Habilidades Organizativas
Hábitos Saludables
Manejo del Estrés
Motivación y Metas
Uso de Tecnología

PROGRAMA DE PREPARACIÓN PARA PADRES

Cómo Encontrar el Equilibrio
Cómo Establecer Expectativas
Cómo Gestionar Brechas de
Entendimiento
Estrategias de Estudio
Motivación y Metas
Programación y Organización
Uso de Recursos Académico

Please note that some subjects are available for limited hours.

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Live Tutoring Step-by-Step Guide

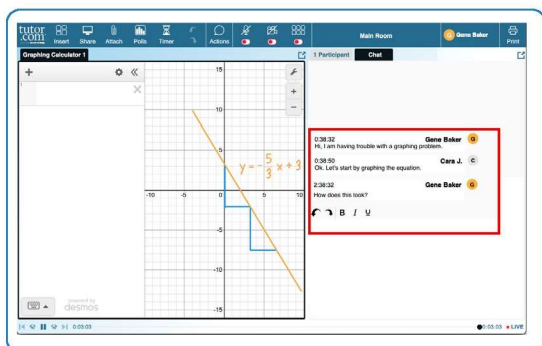
Step 1: Get started

[insert your instructions for access here]

Step 2: Get the right tutor and start your session

Fill in the quick pre-session questionnaire. Using this information, we will match you with the first available tutor best qualified to assist you.

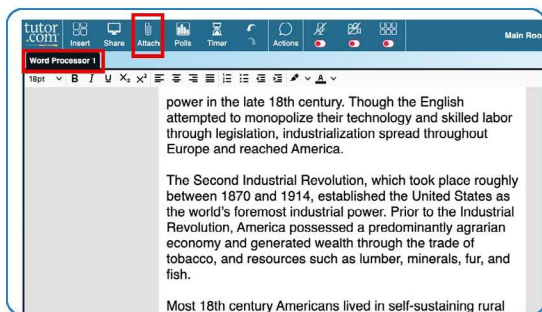
Click on the **SUBMIT** button to quickly connect with an incredible tutor.



Step 3: Communicate

You can use text- or voice-chat to communicate with your tutor in the online classroom. You and your tutor may also use the interactive whiteboard to share work and ideas.

*All activity in the classroom is recorded for review and quality control. Transcripts will be available afterward in **My Account** under the **Completed Sessions** tab*



Step 4: Share a file

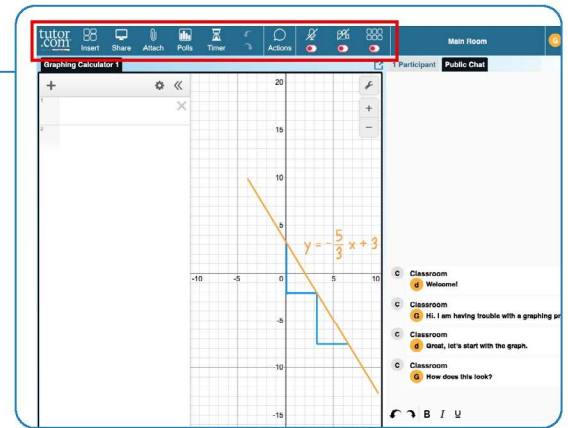
You can upload files related to your assignment to the online classroom—including documents, spreadsheets, presentation slides, screenshots, image files, and more. You and your tutor will be able to view them together during your session.

Step 5: Rate and review your session

After each session, be sure to let us know how we did! Complete the survey and share your comments. Then, you'll have the option to play a recording of your session and email or print the chat log and whiteboards.

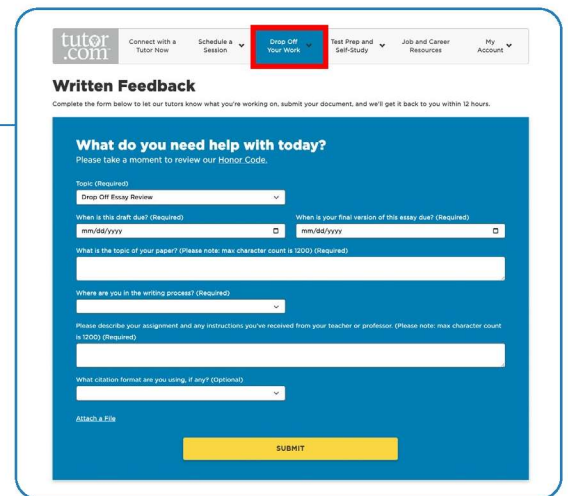
Use special tools

The classroom includes a graphing calculator, code editor, and text editor that can be used when working on subject material requiring special tools. You can open them by using the buttons above the whiteboard.



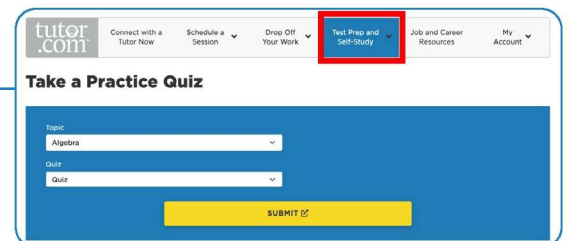
Submit your paper

The drop-off writing review service allows you to get expert help from a tutor without having to connect for a real-time session. Upload a draft of your assignment—whatever stage it is at—and get detailed feedback within a day. Retrieve your tutor's completed review in **My Account** under **Account History**.



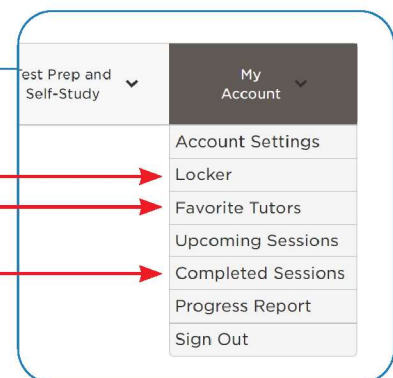
Practice for a test

Use our practice quizzes to assess your knowledge and prepare for upcoming tests in math, science, and English. Take a quiz, review your results, and connect with a tutor to go over any questions you may have missed.



Use My Account

- Access files you have saved or those you have shared in sessions with your tutors under **Locker**.
- Reconnect with your favorite tutors or see when they are next available by clicking on **Favorite Tutors**.
- Review previous sessions and retrieve feedback on your drop-off reviews under **Completed Sessions**.



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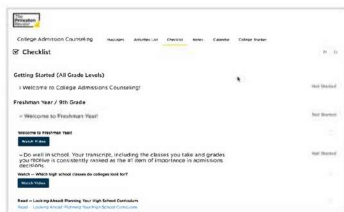
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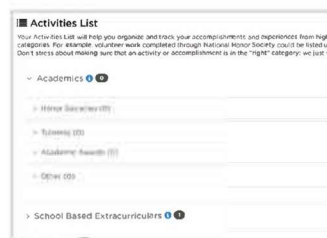
New! **College Admissions Self-Paced** support from **Tutor.com**

College-bound library patrons can now get comprehensive admissions support from Tutor.com, built by The Princeton Review®.



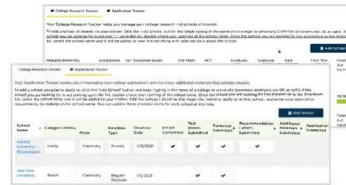
Checklists by Grade Level

Step-by-step plan with videos from college admissions experts, activities, and readings to support a productive college process.



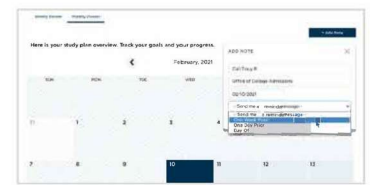
Activities List Tool

Tracker for admissions-related deadlines as well as study and standardized test dates.



Research and Application Tracker

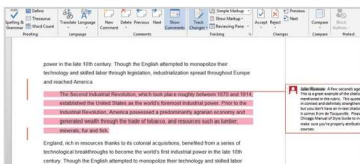
Extracurricular tracking, management, and output capabilities for students to chart their accomplishments throughout high school.



Planning Features

Tools for generating college-specific data to help determine target schools and manage the complete application process for each.

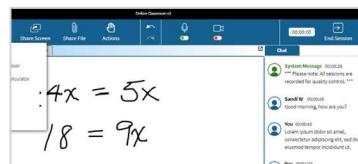
In tandem with their new College Admissions Self-Paced access, students can benefit from other resources through **Tutor.com/LAPL**, including...



Writing Review

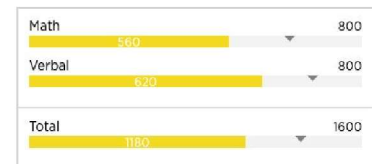
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Live writing review: Connect on demand with an expert tutor to review writing in real time.



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CAREER SERVICES RESOURCES

WEBINARS

- HOW TO LAND AN INTERVIEW
- UNDERSTANDING COVER LETTERS & RESUMES
- APPLYING ONLINE & SUCCEEDING IN AN INTERVIEW
- FREQUENTLY ASKED QUESTIONS & ANSWERS

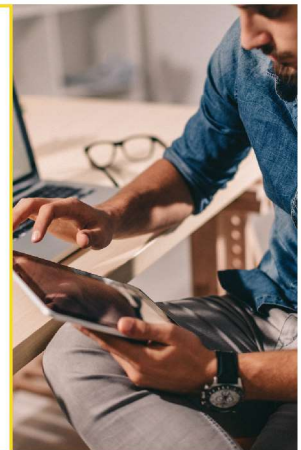


VIDEOS

- JOB INTERVIEW TIPS
- RESUME TIPS
- SMART GOALS

RESOURCE GUIDES

- TIPS FOR PROFESSIONAL & NON-PROFESSIONAL JOB SEEKERS
- INTERVIEW QUESTION PREPARATION & SAMPLE Q&A
- LINKEDIN GUIDE
- GETTING YOUR RESUME STARTED
- COVER LETTER TIPS
- MILITARY TO CIVILIAN RESUME HELP
- PROFESSIONAL DEVELOPMENT
- TECHNOLOGY SKILLS DEVELOPMENT



EDITABLE TEMPLATES

- BUDGETING TRACKERS
- APPLICATION TRACKERS
- INTERVIEW CHECKLIST

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 - RESUME HELP
 - UNEMPLOYMENT HELP
- DROP-OFF RESUME & COVER LETTER REVIEW





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Tutor.com Data Security

Tutor.com's learning environment is built to protect client information and each individual student's privacy and create a safe, reliable online experience. Tutor.com and its employees and tutors comply with all applicable federal regulations, to include FERPA, COPPA, and those that deal with student data and privacy issues. We never disclose, transmit, or distribute student data beyond its customer-approved use.

All student information is protected by redundant firewall, file security, and anti-virus systems. All identified vulnerabilities are addressed promptly to limit exposure of student PII to external soft threats. Annual third-party penetration testing and monthly vulnerability scans are leveraged to identify and patch vulnerabilities.

Tutor.com's customer environment resides completely in the Amazon Web Services cloud. Our internal operation-based systems reside in a co-located facility in the United States. Our data center permits access only to individuals on our access list with valid photo ID. After access is granted, the person is given a key card and must pass through a biometric scanner. It is also protected 24 hours a day by on-premises security guards.

In addition to the redundant security systems mentioned above, Tutor.com limits the number of employees with access to pertinent data and records all employee updates to student data for periodic audits.

Tutoring session and account data access is only granted to Tutor.com engineering and operation staff as needed to fulfill our service obligations to clients utilizing a role/group-based security with a least access granted model. Administrative client staff (only those designated by the appropriate client leadership) will have indirect access to the data, via the Tutor.com reporting and administrative portal. Our privacy policy is located at <https://lhh.tutor.com/policies/privacy.aspx>. Regarding Privacy Policy changes, we will update this Privacy Policy from time to time. When we post changes to the policy, we will revise the "Effective Date" at the top of the Privacy Policy.

In addition, our company's employees are required to complete cybersecurity training annually.

Systems security plan: We maintain a NIST 800-171 Systems Security Plan to ensure cybersecurity compliance. Tutor.com's solution is also hosted by Amazon Web Services (AWS), leveraging their Elastic Compute Cloud (Amazon EC2), which provides secure, scalable computing in the cloud and allows Tutor.com to ensure 99.99 percent uptime.

Additionally, the AWS lockdown security model prohibits administrative access, eliminating possibility of human error and tampering. Finally, AWS supports 89 security standards and compliance certifications such as FIPS 140-2 and NIST 800-171, which is meaningfully more than any other cloud provider.

If documentation is required, we would be happy to provide a copy of our most recent SOC 2 report from AWS.

Federal review: As champions of data protection, Tutor.com voluntarily initiated and completed a rigorous federal review by the Committee on Foreign Investment in the United States (CFIUS) to ensure that stringent safeguards would be put in place to protect U.S. customer and student data, together with mechanisms that provide for constant monitoring and compliance. Tutor.com's data-

protection practices are therefore among the most comprehensive and well-enforced of any U.S. education services provider.

Data retention: To further protect student privacy, we store all student account information using a cryptographic hash, not plain text. Tutor.com only retains tutoring session data for as long as it is necessary to fulfill the purposes for which it was collected, in accordance with our data retention policy and applicable legal requirements.

For more information, please see the following:

- Tutor.com Terms of Use -- <https://lhh.tutor.com/lhh/policies/terms-of-use.htm>
- The Tutor.com and Princeton Review Privacy Policy -
- <https://lhh.tutor.com/policies/privacy.aspx>



David Wills

Senior Director of Library & TRiO Partnerships

david.wills@tutor.com

[linkedin.com/in/david-wills-081a75b/](https://www.linkedin.com/in/david-wills-081a75b/)

917.455.4617

Skills

- 5+ education solutions consultation
- Program marketing
- Relationship building
- Strategic goal planning
- Sustainable growth development

Passionate education solutions professional with an established record in marketing and business development. With our company for five years, David is a creative problem solver and effective communicator helping institutions achieve their educational program goals.

Work History

Senior Director, Library & TRiO Partnerships, Tutor.com **2017 – Present**

Manage online tutoring programs for library institutions and TRiO programs across the country, including statewide solutions. Collaborate with cross-functional teams, including technical product and customer success to ensure program and student success. Responsible for establishing and managing customer relationships.

Senior Brand Manager/Director of Sales, WAT-AAH! **2009 – 2016**

Built, trained, and managed a national sales team, leading to annual sales increases and exceeding revenue goals. Championed and built brand to achieve nationally recognized status. Maintained customer relationships, increasing loyalty and overall success. Managed events to support brand awareness.

President of Board of Directors, Transformus **2007 – 2016**

Led and participated in the orchestration of annual art/music festival for 2,500+ guests. Oversaw and created all web content, website operations, marketing, and vendor contracts. Wrote and distributed all public relations for the event.

Field Marketer, The Village Voice **2009 – 2010**

Developed and managed field-marketing to promote Village Voice and its advertisers. Assisted in event production and execution. Oversaw and maintained the Village Voice presence in the East Village.

Field Manager, Grassroots Campaign **2008 – 2009**

Canvassed and promoted a local government campaign, eventually recognized among the top ten canvassers in the country. Trained, organized, and managed individuals to canvas for the Democratic National Committee for election.

Marketing Manager, Beverage Food Group **2005 – 2008**

Developed promotional plans that accommodated a variety of multicultural business subsets, organized quarterly promotional campaigns. Hired, trained, and managed team of data collectors.

Education

Bachelor of Science, Global Economics, University of North Carolina

Bachelor of Science, Finance, University of North Carolina



tutor.com™

Maxine Nebro

Customer Success Manager

[linkedin.com/in/marcus-nebro/](https://www.linkedin.com/in/marcus-nebro/)

Maxine.nebro@tutor.com

516.305.3672

Skills

- Education solutions support
- Project planning and implementation
- Relationship building
- Clear communication
- Creative problem solving
- Customer success

Experienced and enthusiastic customer service representative passionately helping libraries, educators, and students achieve their goals. With us for four years, Maxine brings a wealth of project management and marketing experience to transform online tutoring programs.

Work History

Customer Success Manager, Tutor.com

2019 – Present

Assists and works with 100+ libraries across the East Coast, including statewide programs. Consults with new customers to implement successful and supportive programs. Creates, schedules, and executes promotional campaigns to support new program launch initiatives. Delivers user-oriented program webinars and training.

Studio Assistant/Marketing Coordinator, Mind Your Body

2018 – 2019

Managed and provided customer service in fast-paced, growing health studio. Led the marketing team in creating communication schedules and content for client support and new business development. Managed and produced all marketing materials and call campaigns for customer retention and business development.

Assistant Manager, ANYA

2016 – 2018

Managed a thriving health studio, ensuring client experiences were positive and on brand. Provided ongoing and successful customer service efforts in-person, by phone, and by e-mail. Acted as the first point of contact for returning and new clients. Assisted in the preparation and execution of charity events, parties, and meetings for business development efforts.

Education

Bachelor of Arts, Communications and Media Studies, CUNY Queens College



tutor.com™

Jeffery Lopez, MS

Implementation and Customer Success Manager

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Jeffery.Lopez@review.com

914.821.0472

Skills

- Tutoring service expert
- Strong communication
- Relationship building
- Problem solving
- Solution focused

Successful customer service and marketing professional with extensive education and marketing experience. Master of Science in International Management; Certification in Graphic Design. Currently taking the IBM Professional Certification in Data Science.

Work History

Customer Success Manager, Tutor.com

2020 – Present

Work directly with educational partners to ensure smooth implementation and seamless operations of Tutor.com services. Establish client-specific support programs to ensure effective academic achievement.

Onboarding Specialist, PresenceLearning

2019 – 2020

Addressed customer inquiries in both English and Spanish to resolve questions and issues around technical needs, student onboarding and system usage. Resolved more than 100 online chats and email inquiries each week, responding directly to student and administrative needs.

Customer Support Representative, Workstride

2018 – 2019

Addressed inbound customer inquiries in English and Spanish, resolving 200+ urgent issues via phone and email. Offered ongoing customer assistance in redeeming online rewards through effective solutions-focused research.

Customer Service and Operations, Jukebox

2017 – 2018

Provided daily customer service and operations support in Jukebox New York office, provided solutions-focused sales and operations services. Managed customer inquiries about product offering and services via online messaging, chat, phone, and face-to-face interactions.

Education

Master of Science, International Management, Manhattanville College

Bachelor of Arts, Latin American Studies, University of Albany

Certificate in Marketing and Graphic Design, Hunter College

IBM Professional Certification in Data Science



Amy Dietzman, Ed.D.

Senior Director of Learning Strategies

[linkedin.com/in/amy-dietzman-ed-d-ba21799b/](https://www.linkedin.com/in/amy-dietzman-ed-d-ba21799b/)

Amy.Dietzman@tutor.com

828.989.2484

Skills

- Thought leadership
- Curriculum and instructional design
- Tutoring implementation
- Professional development
- Teacher and student engagement

Education professional with extensive teaching experience in higher education and K-12. Amy ensures each of our tutors and instructors are prepared to meet your needs, leading our recruiting, orientation, and quality assurance efforts. She creates professional development to shape an environment of learning.

Work History

Senior Director of Learning Strategies and Professional Development, Tutor.com **2019 – Present**

Direct the learning services, including recruiting and supporting more than 3,000 tutors. Create and present student success webinars for higher education and K-12 institutions. Deliver Tutor.com's thought leadership through blog posts, presentations, tradeshow engagement, and industry trend analysis. Establishes training and professional development team for internal and external training.

Dissertation Content Expert, Grand Canyon University **2016 – Present**

Served as a content expert for dissertation learners, providing expertise on leadership and school-related topics, reading and editing dissertation literature reviews, and presenting defense feedback. Created Coaching, Mentoring, and Collaborating course for the new Teaching and Learning doctoral program.

Curriculum Developer, Grand Canyon University **2015 – 2016**

Led professional development committee to launch a new model for the curriculum department. Designed instruction for the university's online programs. Developed multiple courses for Ph.D. and Ed.D. programs.

Lead Adjunct Professor, Arizona State University **2016 – 2021**

Taught online undergraduate education psychology courses for Educational Studies Program while leading academic associates on best teaching and learning practices.

Custom Development Coordinator, Soomo Learning **2017 – 2019**

Director of Professional Development, NeedThese **2016 – 2017**

Independent Curriculum Consultant, Paradise Valley USD **2016 – 2017**

Adjunct Faculty, Ashford University **2015 – 2016**

English Language Arts Curriculum, Instruction, and Assessment Specialist,

Deer Valley USD **2010 – 2015**

Sales and Marketing Manager, SDNetworks **2003 – 2008**

Education

Bachelor of Arts, Communications and Public Relations, Grand Canyon University

Master of Arts, Secondary Education, Grand Canyon University

Doctor of Education, Org. and Instructional Leadership, Grand Canyon University



Lauren Lobdell

Vice President, Customer Success

[linkedin.com/in/lblobdell](https://www.linkedin.com/in/lblobdell)

lauren.lobdell@tutor.com

646-619-8201



Skills

- Program management
- Tutoring implementation
- Team leadership
- Problem resolution
- Teacher and student engagement

Lauren leads the customer success department for our higher education, K-12, corporate, library, military, and government partnerships at Tutor.com as well as the support department for The Princeton Review. She directs the customer success managers on client teams to ensure that their programs are successful and enable them to achieve their goals.

Work History

Vice President of Customer Success, The Princeton Review and Tutor.com

2022 – Present

Leads the Customer Success department, including all institutional markets: higher ed, K-12, corporate, library, military, and government programs. Her oversight also includes The Princeton Review success department.

Vice President of Client Services, Tutor.com

2019 – 2022

Lead the Client Services department and service delivery for higher ed, K-12, and corporate programs; overseeing implementations and support across our educational partnerships.

Senior Director of Client Services, Tutor.com

2015 – 2019

Lead the Client Services department, working with partners in higher ed, K-12, corporate, government, and library programs; maintained relationships with strategic partners to ensure success.

Client Success Associate and Manager, Tutor.com

2010 – 2015

Implemented library, higher education, and corporate programs; worked with clients on technical setup, website design, and marketing; managed ongoing relationships with key accounts and provided client support.

Programming and office intern, festival volunteer, NY International Children's Film Festival

2009 - 2010

Assisted in all aspects of programming and planning; curated a retrospective film program; maintained festival membership program; handled donations and annual appeal; performed other office duties.

Tutor and teaching assistant, America Reads

2008 – 2009

Worked with students in Brooklyn school setting to cultivate reading and writing skills.

Education

MA, Cinema Studies, New York University, Tisch School

BA, English, Film Studies, University of Delaware



Suzanne Podhurst

VP, Institutional Marketing and Corp. Communications

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Suzanne.Podhurst@tutor.com

646-766-9446

Skills

- B2B and B2C marketing
- Internal/external communications and publicity
- Content strategy and development
- Customer relationship management
- Teaching and tutoring

Dr. Podhurst leads our institutional marketing team, which develops resources for institutional partners to increase program utilization and impact. She oversees conference participation as well as website content, including research and videos.

Work History

VP, Institutional Marketing and Corporate Communications, Tutor.com and The Princeton Review **2020 – present**

Leads pre- and post-sales marketing initiatives, drives video/content strategy (including case studies), works with in-house and client teams to build program awareness, crafts internal/external messaging; serves as D&I Communications Chair

Dir. of Communications and Social Media, The Princeton Review **2018 – 2020**

Created and published hundreds of free videos for learners, grew social media engagement, wrote/published SEO-friendly content, crafted communications

Writer and Editor, Self Employed **2016 – 2018**

Wrote and edited copy for the NYS HIV/AIDS Care and Prevention Report, websites, and other publications

Editor-in-Chief, Noodle Education **2014 – 2016**

Led prolific education content publication, launched ed news vertical, served as spokesperson, grew expert community, issued newsletters, co-produced webinars

Mellon/ACLS Public Fellow in Development, NYPL **2012 – 2014**

Wrote successful major gifts proposals, designed new Friends of LPA membership program, developed and wrote funded proposal for BNY Mellon Pre-Professional Program at the Schomburg Center for Research in Black Culture

Tutor, Historical Tour Guide, Writer, Editor, Self Employed **2006 – 2013**

Managed TPR social media and created educator tools, wrote/edited digital and print copy, tutored in math/ELA, led historical tours in NYC

Senior Editor, The Princeton Review **2005 – 2006**

Edited college and graduate school guides, served as spokesperson

Education

PhD, History, Princeton University

MA, History, Princeton University

BA, magna cum laude, Linguistics, Rhetoric, and Practical Ethics, Harvard University



John Calvello

Chief Institutional Officer

[linkedin.com/in/john-calvello-92769335/](https://www.linkedin.com/in/john-calvello-92769335/)

John.Calvello@review.com

215.264.4886

Skills

- 15+ years solutions development
- Strategic goal and budget planning
- Strong leadership
- Sales training
- Relationship building

Experienced education solutions professional providing support and guidance to the Princeton Review and Tutor.com's institutional markets and operations. With The Princeton Review for more than 13 years, John is the recipient of The Princeton Review President's Award for making the most outstanding individual contribution to the company.

Work History

Chief Institutional Officer

2024 – Present

Tutor.com/The Princeton Review

Provides executive oversight for hundreds of educational programs around the country and ensures we meet our customers' needs. This includes providing individual client teams with additional guidance and support. He currently oversees The Princeton Review and Tutor.com's institutional markets and operations, which includes K–12 institutional sales, higher education sales, military/government partnerships, graduate, institutional sales, library sales, corporate and reseller sales, institutional operations, institutional marketing, learning services, and customer success.

Vice President, K12 and Higher Education Programs,

Tutor.com/The Princeton Review

2018 – 2023

Builds and directs national sales team to drive growth for the institutional graduate division of industry-leading tutoring, test preparation, and college admissions services. Hires, trains, and coaches team members to exceed institutional goals. Manages sales pipeline and develops go-to-market strategies. Engages prospects through external communications, conferences, marketing collateral, and presentations.

Regional Sales Director, Graduate Programs,

Tutor.com/The Princeton Review

2017 – 2018

Oversaw sales region encompassing the Northeast and Midwest markets. Led team of eleven area directors and business development managers assisting educational institutions in meeting their students' goals. Trained, coached, and developed direct reports for continued success.

Executive Director for Eastern Pennsylvania and Delaware,

Tutor.com/The Princeton Review

2012 – 2017

Territory Manager for Eastern Pennsylvania and Delaware,

Tutor.com/The Princeton Review

2010 – 2012

Sales Representative, Vantage Learning

2008 – 2009

Education

Bachelor of Science, Business Administration, Shippensburg University

Certified Sales Immersion Trainer



DEPARTMENT OF FINANCE
CECELIA H. STOWE, CPPO, C.P.M.
PURCHASING DIRECTOR

COMMONWEALTH OF VIRGINIA
COUNTY OF HENRICO

Contract 1866A

Agreement between Tutor.Com, Inc. and the County of Henrico, Virginia
for Henrico County Public Libraries

This agreement (the "Agreement") dated September ~~24~~²⁵ 2019, is made and entered into between Tutor.com, Inc. ("Tutor.com"), and the County of Henrico, Virginia (the "County").

WHEREAS, on May 14, 2019, the County issued Request for Proposal No. 19-1866-5EMF (the "RFP"), titled "Web Hosted Online Homework/Tutoring Assistance Services"; and,

WHEREAS, the County selected Tutor.com as the Successful Offeror to provide the goods and services requested in the RFP; and,

WHEREAS, the parties have negotiated the terms and conditions under which Tutor.com will provide goods and services to the County; and,

WHEREAS, the delivery of the goods and services will be provided as set forth in the Agreement Documents.

NOW, THEREFORE, the parties agree as follows:

(1) **Agreement Documents** – The Exhibits listed below are hereby incorporated into and made part of this Agreement, and this Agreement and the incorporated Exhibits shall be the "Agreement Documents." In the event of conflict among the Agreement Documents, the provisions of this Agreement shall supersede the Exhibits. Except as otherwise described herein, any inconsistency among the Exhibits shall be resolved by giving priority to the Exhibits in the order of the listing below; provided, however, the general contract terms and conditions contained in the RFP shall always be given effect.

| | |
|-----------|---|
| EXHIBIT A | Tutor.com Response to BAFO dated July 23, 2019 |
| EXHIBIT B | Tutor.com Proposal in Response to RFP dated June 5, 2019 |
| EXHIBIT C | Questions and Answers to RFP dated May 23, 2019 |
| EXHIBIT D | Request for Proposal #19-1866-5EMF dated May 14, 2019 |
| EXHIBIT E | Tutor.com Master Services Agreement as modified by the parties |
| EXHIBIT F | Email from David Willis dated September 24, 2019 regarding exception to Insurance |
| | |

(2) **General Description of Services** – Tutor.com shall provide the goods and services for Web Hosted Online Homework/Tutoring Assistance Services in accordance with the Agreement Documents.

(3) **Term** – "Term" shall mean the initial period plus any additional renewal periods, as described in this paragraph. The initial Agreement period shall be from September 1, 2019 through August 31, 2020. This Agreement may be renewed for up to four (4) additional one-year periods upon the parties' mutual agreement. If Tutor.com does not intend to renew the Agreement at any annual renewal, Tutor.com shall give 90 days prior written notice to the County.

(4) **Compensation** – As needed and requested by the County during the Term of this Agreement, Tutor.com shall provide the Tutor.com Learning Suite (with unlimited sessions during the Term), including the goods and services listed in Exhibit A of this Agreement. Tutor.com shall provide a single annual invoice for the goods and services requested by the County. Tutor.com shall invoice the County for the initial Agreement period upon launch of the services. For any renewal periods, Tutor.com shall invoice the County upon the start date of the renewal period. The County shall pay Tutor.com within 45 days of receipt of proper invoice.

| Description | Price | Locations |
|---|-------------------|--|
| Annual Subscription Services: Tutor.com Learning Suite (with unlimited sessions during the Term), including the goods and services listed in Exhibit A, as well as all implementation and training. | \$18,500 (annual) | Subscription services shall be provided to the service outlets named in Exhibit D and shall include any future service outlets identified by the County. |

Pricing shall remain firm throughout the Term.

(5) **Sovereign Immunity** – Notwithstanding any contrary language in the Agreement Documents, the County neither waives nor abrogates its sovereign immunity hereunder, in part or in whole, in any manner, under any theory.

(6) **Controlling Law and Venue** – This Agreement is made and entered into, and shall be performed, in the County of Henrico, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to conflicts of law principles. Any dispute arising out of this Agreement, its interpretations, or its performance shall be litigated only in Henrico County General District Court or the Circuit Court of the County of Henrico, Virginia. Each party will bear its own costs and expenses, including attorneys' fees, that may arise out of or be incident to any litigation related to this Agreement.

(7) **Merger** – The Agreement Documents represent the entire agreement between the parties and supersede all prior communications and negotiations. This Agreement may be modified only in writing, signed by both the County and Tutor.Com.

(8) **Severability** – If any provision of the Agreement Documents is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement Documents shall not be affected thereby and each other provision of the Agreement Documents shall be valid and enforceable to the fullest extent permitted by law.

(9) **Modifications to the County's General Contract Terms and Conditions (Section V of the RFP)** – Except as modified in this paragraph (9), the County's General Contract Terms and Conditions (Section V of the RFP) remain in full force and effect and shall supersede any contrary terms in any of the Exhibits.

(A) Section V.J. of the RFP is hereby modified and restated below:

"The Successful Offeror agrees to indemnify, defend, and hold harmless the County of Henrico (including Henrico County Public Schools), the County's officers, the County's agents, and the County's employees from any claims, damages, suits, actions, liabilities, and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any services, the failure to provide any services, or the use of any services or materials furnished (or made available) by the Successful Offeror, except to the degree such liability is attributable to the County's negligence."

(B) Section V.N.1 of the RFP is hereby modified and restated below:

"The County shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated during the completion of this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Successful Offeror, from doing so. To the extent that the Successful Offeror may be deemed at any time to have any of the foregoing rights, the Successful Offeror agrees to irrevocably assign and does hereby irrevocably assign such rights to the County. For clarity, the Successful Offeror retains all rights, title, and interest in and to all aspects of its tutoring services, including but not limited to recordings and transcripts of tutoring sessions which are used internally for quality control and professional development of tutors in accordance with Tutor.com's Privacy Policy and applicable law."

(10) **Modification to the County of Henrico Insurance Specifications (Attachment A to the RFP)** – Except as modified in this paragraph (10), the County of Henrico Insurance Specifications (Attachment A to the RFP) remain in full force and effect.

In accordance with Exhibit F, the final sentence in the third paragraph of Attachment A to the RFP is replaced with the following sentence:

"In addition, the Successful Bidder/Offeror shall agree to give the County a minimum of 30 days prior notice of any cancellation or reduction in coverage, to below what is required for this contract."

(11) **Claims** – Tutor.com shall submit any and all claims arising under this Agreement, without exception, in accordance with Va. Code § 2.2-4363(C).

(12) **Notice** – Any notice required to be given under this Agreement shall be sufficient if in writing and sent by either certified mail or overnight delivery to the parties at the addresses set forth below. The parties may update their contact information by providing written notice.

WHEREFORE, the parties hereby execute this Agreement as evidenced by the signatures below.

TUTOR.COM INC.
110 East 42nd Street, Suite 700
New York, NY 10017

Signature
GM & VP

Title

09/24/2019

Date

COUNTY OF HENRICO, VIRGINIA
P.O. Box 90775
Henrico, VA 23273-0775

Cecelia H. Stowe, CPPO, C.P.M.
Purchasing Director

Date

APPROVED AS TO FORM

COUNTY ATTORNEY

EXHIBIT A

INITIAL SERVICE ORDER UNDER MASTER SERVICES AGREEMENT

This order for the online tutoring services listed below constitutes a Service Order under the Master Services Agreement to which this order is attached between Tutor.com, Inc. ("Tutor.com") and County of Henrico, Virginia ("Customer").

| Customer Primary Contact Information | Tutor.com Primary Contact Information |
|--------------------------------------|--|
| Name: | Name: |
| Customer: | Address: Tutor.com |
| Address: | Address: 110 E. 42 nd Street, 7 th Floor |
| City, St, Zip: | City, St, Zip: New York, NY 10017 |
| Telephone: | Telephone: |
| Email: | Email: |

| Customer Billing Contact Information | Tutor.com Billing Contact Information |
|--------------------------------------|---------------------------------------|
| Name: | Name: Customer Invoicing |
| Customer: | Telephone: 800-444-0189 |
| Address: | Email: customerinvoicing@tutor.com |
| City, St, Zip: | |
| Telephone: | |
| Email: | |

Ordered Services: Tutor.com agrees to provide Customer the Services listed below.

| Description of Services | Locations Served | Start Date | End Date | Price |
|----------------------------|------------------|------------|----------|-------|
| Tutor.com Learning Suite*: | | | | |
| | | | | |
| | | | | |
| Total | | | | |

Tutor.com Learning Suite includes:

- K-12 Student Center with Live Homework Help®, WriteTutor™ Center, Test Prep Center, SkillsCenter™ Resource Library
- College Center with LiveTutor, WriteTutor Center, SkillsCenter™ Resource Library
- Adult Education Center with LiveTutor, WriteTutor Center, Test Prep Center, SkillsCenter Resource Library
- Career Center with LiveTutor, WriteTutor Center, Test Prep Center, SkillsCenter Resource Library and 24/7 Resume & Cover Letter Reviews

Delivery Model:

TUTOR PLUS

- With TutorPlus, there is no pre-defined limit on the number of sessions during the term of this Service Order.

*As of the Effective Date of the Agreement, the Services are offered 361 days of each standard year, and 362 days of each leap year. The Services are unavailable on January 1, July 4, Thanksgiving Day, and December 25. On those holidays the Services close beginning at 2:00 a.m. and they reopen at 2:00 a.m. on the following day (all times Eastern). Tutor.com may change the availability of Services and will notify Customer of any changes. The availability of the Services is also subject to reasonable downtime for maintenance and related activities and loss or interruption due to causes beyond Tutor.com's reasonable control.

Term: The initial term of this Service Order will be from the Start Date to the End Date listed above. This Service Order will automatically renew for additional, successive 1 year renewal terms unless either party notifies the other in writing no less than 30 days prior to the end of the then-current term that this Service Order will terminate at the end of the then-current term.

Fees: Customer agrees to pay Tutor.com the fees set forth in this Service Order, which do not include taxes. **Taxes, if applicable, will be included in the invoice sent by Tutor.com to Customer unless Customer provides a state tax exemption certificate.**

Invoicing and Payment: Tutor.com will invoice Customer in the initial term and any renewal term of this Service Order upon execution of the Agreement and upon the start date of the renewal term, respectively, unless different payment terms are specified here: Initial Term – Invoice upon Launch; Renewal Terms – Invoice upon start date of renewal term.

Customer will send payments to: Tutor.com, 62996 Collection Center Drive, Chicago, IL 60693-0629.

If Customer requires a purchase order to order the Services, Customer will specify here:

_____ [check if purchase order is required].

Exhibit E

tutor.com™

Master Services Agreement

This Master Services Agreement ("Agreement") is made as of the date of last signature below ("Effective Date") between Tutor.com, Inc. ("Tutor.com") and County of Henrico, Virginia, a political subdivision of the Commonwealth of Virginia ("Customer").

1. Services. Tutor.com will provide to Customer and its Users the online tutoring services ("Services") set forth in service orders ("Service Orders"), the first of which is attached hereto as Exhibit A and each of which is part of this Agreement. "User" means visitors of Customer who are authorized by Customer's rules and procedures to access the Services under this Agreement. Tutor.com provides the Services through its proprietary online classroom ("Online Classroom"), and during the term of this Agreement and subject to the terms and conditions of this Agreement, Tutor.com grants Customer and its Users the non-exclusive, non-transferable right to access the Online Classroom in connection with the Services.

2. Setup. Tutor.com will set up the Services for launch on a date mutually agreeable to the parties. Customer will provide Tutor.com with all information and other cooperation needed to set up and launch the Services. Customer acknowledges and agrees that although Tutor.com offers a variety of authentication methods through which Users may access the Services, Customer is responsible for determining the authentication method to be used.

3. Payment. The fees for the Services will be set forth in Services Orders and will be invoiced in accordance with the Service Orders. Customer will pay invoices within 45 days after receiving the invoice unless otherwise specified in the Service Orders. Tutor.com may suspend the Services if any amounts remain unpaid 30 days after the due date. All fees are net of taxes, except for taxes on Tutor.com's income. If Customer is exempt from taxes, Customer will provide its state tax exemption certificate.

4. Representations and Warranties.

a. Each party represents and warrants to the other that (i) it will comply with all applicable laws and regulations in connection with its performance under this Agreement and (ii) the individual signing this Agreement on its behalf has the authority to do so.

b. Tutor.com represents and warrants that it will perform the Services in a professional manner in accordance with industry standards. Customer's sole remedy for a breach of this warranty is re-performance of the particular Services that breached the warranty at no additional charge.

c. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICES AND THE ONLINE CLASSROOM ARE PROVIDED "AS IS" AND TUTOR.COM EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. TUTOR.COM MAKES NO WARRANTY THAT THE SERVICES OR THE ONLINE CLASSROOM WILL MEET CUSTOMER'S REQUIREMENTS OR WILL WORK IN COMBINATION WITH ANY HARDWARE OR APPLICATIONS PROVIDED BY THIRD PARTIES, THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL DEFECTS IN THE SERVICES OR THE ONLINE CLASSROOM WILL BE CORRECTED.

5. Term and Termination.

a. The term of this Agreement is from the Effective Date through the date of termination by either party. Either party may terminate this Agreement (i) in accordance with Contract No. 1866A between the parties or (ii) upon 30 days prior written notice to the other if no Service Order is in effect.

b. Either party may terminate this Agreement (or any Service Order) upon written notice to the other if the other party commits a material breach of this Agreement (or the Service Order) that remains uncured for 30 days following written notice of the breach.

6. User Information. Tutor.com will not disclose to any third party any personally identifiable information of a User without first obtaining Customer's prior written consent, except as otherwise provided in Tutor.com's privacy policy. Subject to the foregoing, Tutor.com is entitled to use such information in accordance with applicable law and its privacy policy.

7. Certain Obligations and Restrictions.

a. Customer will not allow the Services or the Online Classroom to be used by any person who is not a User. Customer will notify Tutor.com promptly of any known or suspected breach of Tutor.com's rights to the Services or the Online Classroom that comes to its attention and will reasonably cooperate in Tutor.com's efforts to protect its rights.

b. Customer will not (i) use, copy, create derivative works of, display, or modify the Services (including any content available through the Services) or the Online Classroom except as permitted by this Agreement, (ii) disclose, reproduce, sell, or distribute any content available through the Services to any third party, or (iii) decompile, reverse engineer, or otherwise attempt to discover any source code of the Online Classroom.

c. Customer will not upload to or distribute or publish through the Online Classroom any content (i) which is defamatory, threatening, abusive, or otherwise unlawful, (ii) which is vulgar, obscene, or sexually explicit, (iii) which violates any person's privacy or publicity rights, or (iv) which violates the intellectual property or other proprietary rights of any person.

d. Customer will not (i) attempt to gain unauthorized access to the Services or the Online Classroom or use or access the Services or the Online Classroom in a way intended to avoid fees, (ii) interfere with or disrupt the Services or the Online Classroom or (iii) upload to or distribute through the Online Classroom any viruses, Trojan horses, worms, or other similar programs.

e. Customer, including its employees and agents, will treat Tutor.com's tutors with respect.

f. All marketing and other communications by Customer and Customer web pages that refer to the Services must include the Tutor.com logo as provided by Tutor.com or the words "Powered by Tutor.com, a Service of The Princeton Review®."

8. LIMITATION OF LIABILITY. TUTOR.COM WILL NOT BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES RELATING TO THIS AGREEMENT, EVEN IF TUTOR.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR AN AGREED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. EXCEPT FOR CLAIMS FOR I) PERSONAL INJURY DUE TO NEGLIGENCE, II) WRONGFUL DEATH, III) DAMAGE TO TANGIBLE PROPERTY OR IV) WILLFUL MISCONDUCT,

TUTOR.COM'S AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNTS ACTUALLY RECEIVED BY TUTOR.COM UNDER THIS AGREEMENT IN THE 12 MONTHS PRECEDING SUCH CLAIM.

9. Proprietary Rights. Tutor.com retains all rights, title, and interest in and to all aspects of the Services, including but not limited to the Online Classroom and any changes to or derivative works of the Services or the Online Classroom.

10. Confidentiality.

a. Except as otherwise provided in this Agreement, and subject to applicable law (including the Virginia Public Procurement Act, Va. Code §§ 2.2-4300 et seq., and the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 et seq.), each party will retain the other party's Confidential Information (as defined below) in strict confidence, will use the other party's Confidential Information only for purposes of this Agreement, and will not disclose the other party's Confidential Information without the other party's prior written consent, provided that the receiving party may disclose the disclosing party's Confidential Information to the receiving party's or its affiliates' personnel and contractors who need to know such Confidential Information and who are bound by confidentiality obligations at least as restrictive as those in this Agreement. If there is a breach of this Section 10, the disclosing party may suffer irreparable harm and will therefore be entitled to seek injunctive relief in addition to any other available rights and remedies.

b. "Confidential Information" means all information, materials, or technology provided by a party to the other party that is marked as "Confidential" or "Proprietary," or that, under the circumstances taken as a whole, would be reasonably deemed to be confidential. Notwithstanding the previous sentence, "Confidential Information" does not include information which (i) is or becomes generally available to the public other than as a result of the breach of this Agreement by the receiving party, (ii) is independently developed by the receiving party, (iii) was rightfully within the receiving party's possession prior to disclosure by the disclosing party, (iv) is received from a third party which was not bound by a confidentiality obligation with respect to such information, or (v) is subject to disclosure pursuant to applicable law (including the Virginia Public Procurement Act, Va. Code §§ 2.2-4300 et seq., and Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 et seq.) or required to be disclosed pursuant to court or administrative order, provided that the receiving party will make commercially reasonable efforts to notify the disclosing party before disclosing the Confidential Information.

11. Notices. Any notice under this Agreement will be in writing and be deemed given if: (i) personally delivered; (ii) sent by overnight courier, with proof of delivery; (iii) sent by registered or certified U.S. mail, return receipt requested, or (iv) delivered by email, if an email address is provided, to the parties as set forth below.

If to Tutor.com:
Tutor.com, Inc.
110 E. 42nd Street, 7th Floor
New York, NY 10017
Attn: Legal Department
Email: legal@review.com

If to Customer:
County of Henrico, Virginia
P.O. Box 90775
Henrico, VA 23273-0775
Attn: Purchasing Director

12. Miscellaneous Provisions. If there is a conflict between this Agreement and any Service Order, this Agreement will control unless the Service Order expressly provides otherwise. No provision of this

Agreement will be deemed waived or amended unless waived or amended in a written instrument signed by both parties. However, this Agreement is subject to the terms of Contract No. 1866A between the parties. Sections 3, 6, 7, 8, 9, 10, 11, and 12 and any other provisions which would reasonably be expected to survive the termination of this Agreement will so survive. The terms in any purchase order (other than the services, quantities, and prices) will not be binding on Tutor.com. Neither party will be responsible for any delay in performance or failure to perform due to causes beyond its reasonable control. No joint venture, partnership, employment or agency relationship exists between the parties as a result of this Agreement. This Agreement may not be assigned by either party without the prior written consent of the other party; provided that Tutor.com may assign its rights and obligations under this Agreement to an affiliate or in connection with a merger, reorganization, consolidation, or sale of all or substantially all of its stock or assets after providing notice to Customer. Subject to the preceding sentence, this Agreement shall be binding upon the parties and their permitted successors and assigns. There are no intended third party beneficiaries of this Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement will be governed by the laws of the state where Customer is located, without regard to its conflicts of law principles. If any provision of this Agreement is held invalid or unenforceable, the other provisions of this Agreement will remain in full force and effect and, so far as is reasonable and possible, effect will be given to the intent of the provision held invalid or unenforceable. Together with Contract No. 1866A, this Agreement comprises the entire agreement between the parties, and supersedes all prior or contemporaneous oral or written negotiations, understandings, and agreements between the parties, concerning the subject matter of this Agreement.

Accepted and agreed to by:

Tutor.com, Inc. *Sandi White*

By: _____

Name: Sandi White

Title: GM & VP

Date: 09/24/2019

Customer

By: *Cecilia H. Stowe*

Name: Cecilia H. Stowe

Title: Purchasing Director

Date: 9-25-19

APPROVED AS TO FORM

[Signature]

ASSN COUNTY ATTORNEY