



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

Contract Number: 00002234

**FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES
ADMINISTRATIVE SERVICES AGREEMENT**

This ADMINISTRATIVE SERVICES AGREEMENT ("Agreement") is made this **1st day of August 2019**, between the Foundation for California Community Colleges ("Foundation") and **Link-Systems International, Inc.** ("Supplier"). This Agreement shall consist of the terms outlined below and in the following Exhibits, attached hereto and incorporated by reference:

- Exhibit A: Scope of Work / Products / Deliverables
- Exhibit B: Pricing
- Exhibit C: Supplier Response to RFP 19-003
- Exhibit D: Copy of RFP 19-003
- Exhibit E: Resource Documents
- **Exhibit F: Accessibility & Technology Infrastructure**

I. RECITALS

WHEREAS, the Foundation, in partnership with California Virtual Campus – Online Education Initiative, issued an Online Tutoring Services RFP so that Supplier may provide products and/or services as described in RFP #19-003, which in its entirety shall serve as Exhibit D;

WHEREAS, this Agreement provides that any or all public agencies, public and private school districts, public and private colleges or universities, or the Foundation in California (collectively, "Participating Agencies") may purchase Products at prices stated in the RFP #19-003

THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, the Foundation and Supplier hereby agree as follows:

II. TERMS AND CONDITIONS

1. Obligations of Supplier. The Supplier shall perform all of its duties, responsibilities, and obligations in the time and manner as required to be performed by the Supplier as set forth in the Agreement.
2. Obligations of Foundation. The Foundation shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Agreement as set forth herein, and the Supplier hereby agrees that the Foundation shall act in the capacity of administrator of purchases under the Agreement.
3. Purchasing. With respect to any purchases by Participating Agencies pursuant to the Agreement, the Foundation: (i) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of the Supplier or such Participating Agencies; (ii) shall not be obligated, liable or responsible for any order made by Participating Agencies or any employee thereof under the Agreement, or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable, or responsible for any failure by any Participating Agencies to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the Agreement. The Foundation makes no representation or guaranty with respect to any minimum purchases by any Participating Agencies or any employee thereof under this Agreement or the Agreement.
4. Regarding Supplier's use of Subcontractors. Within ten (10) days of the issuance of a Purchase Order or other instrument evidencing the procurement of Online Tutoring Services under this Agreement, the Supplier shall provide the

Participating Agency issuing such Purchase Order or other instrument with a written list of Subcontractor(s) to the Supplier for completing the Supplier's obligations under such Purchase Order. The written list of Subcontractors shall identify each Subcontractor who will provide work, labor, or materials valued at one-half of one percent (0.05%) of the total value of the Purchase Order and shall identify the work to be performed by each such Subcontractor and each Subcontractor's business location. The Supplier shall not substitute any listed Subcontractor, except upon the express consent of the Participating Agency, as applicable and in strict conformity with applicable law.

5. Insurance. Within ten (10) days of the issuance of a Purchase Order or other similar instrument for the procurement of Online Tutoring Services under this Agreement, the Supplier and each Subcontractor identified in its Subcontractors List issued by the Supplier for such Purchase Order shall deliver to the agency issuing the Purchase Order or other similar instrument Certificates of Insurance evidencing the insurance coverage in the minimum coverage amounts noted below. The foregoing notwithstanding, a Participating Agency may require additional or different insurance coverage or minimum coverage amounts in connection with any specific procurement of Online Tutoring Services. In such event, such additional or different insurance requirements shall be noted in the Purchase Order or other instrument evidencing the procurement of Online Tutoring Services, and the Supplier shall comply with the same.
 - a. Workers' Compensation Insurance. The Supplier and all Subcontractors shall obtain and maintain Workers' Compensation Insurance with coverage amounts under such policies in accordance with applicable law.
 - b. Commercial General Liability Insurance. The Supplier and all Subcontractors to the Supplier shall obtain and maintain Commercial General Liability Insurance Policies covering: injuries, including accidental death, to persons; damage to property; completed operations; and contractual liability. Minimum coverage amounts under each such Commercial General Liability insurance policy shall be One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
 - c. Modifications; Cancellation; Additional Insured. Each Participating Agency procuring Flooring Materials hereunder shall be additional named insured to the Commercial General Liability insurance policies of the Supplier and its Subcontractors for each specific procurement of Online Tutoring Services. The Workers' Compensation insurance policy and the General Liability insurance policies of the Supplier and each Subcontractor for each specific procurement of Online Tutoring Services shall include provisions that the policy terms will not be materially modified and that the policy will not be cancelled or terminated without at least thirty (30) days advance written notice to the Participating Agency, as applicable.

III. SPECIFIC PROVISIONS

6. Term. The Term of this Agreement will be for three (3) years, commencing on the date set forth in the Agreement and terminating three (3) years thereafter. The Foundation and Supplier, upon mutual consent, shall have the option to extend the Term for two (2) additional one (1) year Term ("the Extended Term") by written notice not less than one (1) month prior to expiration of the Term or the Extended Term, as applicable. If the option for the Extended Terms are exercised, all terms and conditions set forth herein shall be applicable to the Extended Terms, except as expressly modified by written modifications duly executed on behalf of the Foundation and the Supplier. In the event that any of, or a portion of, the extension options are not exercised and additional time is required by the Foundation to initiate a new RFP and subsequent Agreement, the Supplier agrees to continue to provide goods and/or services to the Participating Agencies on a month to month basis, for a period not to exceed six (6) months, at the prices, terms and conditions currently at the Agreement expiration date.
7. Right to Terminate. Foundation has the right to terminate this Agreement for any reason, without penalty, at any time by providing Supplier with written notice of the termination at least ninety (90) days in advance.
8. Product Additions. Supplier may submit for review new or enhanced products within the various Applications specified in the RFP #19-003 that were not part of the supplier's product line at contract signing. The Foundation will review the products to ensure they meet minimum requirements and at the Foundation's sole discretion, add products to the contract if deemed acceptable. Supplier must honor the same warranty and pricing (for similar application) from original RFP response.
9. Use of Logo. Any use of the Foundation or CollegeBuys name or logo by the Supplier in marketing materials including but not limited to: press releases, print pieces, broadcast emails, and website postings, requires prior review and written approval from the Foundation.

IV. QUARTERLY FEES & REPORTING

10. Quarterly Fees and Reports. Supplier shall pay the Foundation a quarterly administrative fee in the amount of 2% of the total purchase invoice, less taxes for all purchases by Participating Agencies under the awarded RFP, and shall provide the Foundation with an electronic accounting report, in a format prescribed by the Foundation, summarizing all purchases under the Agreement. A sample of the reporting format appears in Exhibit E, Section 2. Quarterly fees and reports shall be made with respect to all purchases shipped and billed pursuant to the Agreement for the applicable quarter. Quarterly reports are due within fifteen (15) calendar days after the conclusion of the preceding quarter. Quarterly administrative fees applicable to each quarter, are due within thirty (30) days of the end of each calendar quarter. The Foundation reserves the right, upon thirty (30) days advance notice to the Supplier, to change the prescribed reporting format. Administrative fee payments shall be made by check to the Foundation for California Community Colleges.
 - a. Scholarship and Program Support. In addition to quarterly administrative fees, the Supplier commits to an additional 1% rebate for the total purchase invoice, less taxes for all purchases by Participating Agencies (excepting California State Universities) under the awarded RFP as reinvestment and support to Foundation scholarships or programs.
11. Accounting and Right to Audit. Supplier shall, at its expense, maintain accounting of all purchases made by Participating Agencies. The Foundation reserves the right to audit the accounting for a period of four (4) years from the date the Foundation receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by the Foundation.
12. Material Breach. Failure to provide a quarterly report and/or payment of the administrative fee within the time and manner specified in item 11 shall be regarded as a material breach under this Agreement, and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Agreement at the Foundation's sole discretion. All administrative fees not paid within thirty (30) days of the end of each quarter shall bear interest at the rate of 1 1/2% per month until paid.
13. Errors and Omissions on Quarterly Reporting and Overpayment of Administrative Fee to the Foundation. Supplier is provided ninety (90) days or until the conclusion of the subsequent quarter (whichever comes first) from when a quarterly report was due or submitted, to correct error(s) and/or omission(s) on a quarterly report; and/or to recover an overpayment of the administrative fee from the Foundation. Once the ninety (90) days or the conclusion of the subsequent quarter (whichever comes first) has lapsed, the Foundation reserves the right to retain the amount of the overpaid administrative fee. The Foundation also reserves the right to recover any unpaid administrative fee(s) from the Supplier discovered during an audit conducted pursuant to Section 11 above, and/or the correction of error(s) and/or omission(s) on quarterly report(s).
14. Right to Compare Records. The Foundation or its designee may, at the Foundation's sole discretion, compare Participating Public or Private Agency Records with quarterly reports submitted by Supplier. If there is a discrepancy, the Foundation will notify the Supplier in writing. The Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to the Foundation's reasonable satisfaction. If the Supplier does not resolve the said discrepancy, the Foundation shall have the right to engage outside services to conduct an independent audit of the Supplier's quarterly reports. The Supplier shall be obligated to reimburse any and all of the Foundation's costs and expenses related to or connected with the record and report reviews; the audit; Foundation staff time; and expenses, counsel, and collection.

V. GENERAL PROVISIONS

15. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
16. Modification and Waiver. Except as provided otherwise herein, this Agreement may not be modified except by a writing signed by an authorized representative of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a writing signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision shall not constitute a waiver of such provision on any other occasion unless expressly so agreed in writing.

17. Assignment. Neither party may assign this Agreement without the prior written consent of the other party which shall not be unreasonably withheld. The consent requirement shall not apply to an assignment to a successor corporation in the event of a merger or acquisition. Further, each party may assign this Agreement without consent to any of its affiliates. Subject to the foregoing, this Agreement will be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.
18. Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative, or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative, or unenforceable to any extent whatsoever.
19. Notices. All reports, notices, and other written or electronic communications given hereunder shall be delivered by e-mail or by express delivery requiring signature on receipt to the addresses as set forth below. The Foundation may, by written or electronic notice delivered to the Supplier, designate any different electronic or physical addresses to which subsequent reports, notices or other communications shall be sent.

A. Foundation

Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811
Jorge Burwick, Manager of CollegeBuys
jburwick@foundationccc.org

B. Supplier

Link-Systems International, Inc.
4515 George Road, Suite 340
Tampa, FL 33634
Vincent Forese, President
vincent.forese@link-systems.com

20. Governing Law. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of California, by a California court of appropriate jurisdiction, as a contract executed and delivered within the State of California.
21. General Indemnity. Each party to this Agreement ("Indemnitor") agrees to indemnify, defend and hold harmless the other, and its directors, officers, employees, successors and assigns (collectively, "Indemnitees") against any and all losses, liabilities, claims, actions, suits, proceedings, penalties, fines, damages, costs or expenses, including, but not limited to, reasonable attorneys' fees (including fees and disbursements of in-house and outside counsel), property damage, loss of use, maintenance, cure, or wages, and personal injury or illness and/or death, resulting from, arising out of, or connected with: (a) breach by Indemnitor of this Agreement; and (b) the performance of services or any error, act or omissions related to the same by Indemnitor or its employees, subcontractors, or any person or entity for whom the Indemnitor is responsible under this Agreement. The Indemnitor assumes no liability for the sole negligence or willful misconduct of the Indemnitees. It is the intention of the Parties that where the fault of Foundation and Supplier is determined to have been contributory to a matter subject to this Section 21, principles of comparative fault shall be followed and each party shall bear the proportionate cost of any share of such proportional comparative fault and pay such proportionate cost of any defense and indemnity attributable to the fault of that party, its directors, officers, employees, subcontractors, or any person or entity for whom the Indemnitor is responsible under this Agreement.
22. Limitation of Liability. In no event shall either parties' aggregate liability arising out of or related to this Agreement, whether in contract, tort, or under any other theory of liability exceed the amounts paid by the Foundation for California Community Colleges under this Agreement.
23. Damages. Notwithstanding anything stated herein to the contrary, neither party shall be liable for any special, consequential, indirect or incident damages, including but not limited to lost profits in connection with this Agreement.

24. Attorney Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which the prevailing party may be entitled.
25. Independent Parties. This Agreement does not constitute, give effect to, or otherwise imply a joint venture, pooling arrangement, partnership, or formal or informal business organization of any kind, or (except as expressly set forth herein) any sort of agency relationship between the parties. Neither party will, or will have the power to, bind the other party to any third party without the prior written consent of the other party. The relationship of Supplier and the Foundation under this Agreement is that of independent contractors. Neither party (the "Acting Party") will have the authority to make any agreement or commitment, or incur any liability on behalf of the other party, nor shall such other party be liable for any acts, omissions to act, contracts, commitments, promises, or representations made by the Acting Party. Except as expressly set forth herein, this Agreement does not restrict either party from conducting business with any third party.
26. Precedence. This Agreement constitutes the entire, complete, final and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between Foundation and Supplier regarding such subject matter. Any terms and conditions which are additional to or different from the terms and conditions of this Agreement are hereby deemed rejected by Foundation and shall not be of any effect or in any way binding upon Foundation. To the extent that the terms and conditions of this Agreement conflict with, or are in any way inconsistent with, the terms and conditions of any exhibit hereto, the terms and conditions of this Agreement will prevail. The exhibits will be given precedence as follows: (1) Request for Proposal or RFP (Exhibit D); (2) Foundation's Administrative Agreement; (3) Supplier Response to the RFP (Exhibit C); (4) Exhibits of this Agreement beyond the Aforementioned.
27. Good Faith Cooperation. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
28. Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
29. Authorized Representative. The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective Parties, and by their signatures to bind the respective Parties to this Agreement.

IN WITNESS WHEREOF, the Foundation for California Community Colleges has caused this Agreement to be executed in its name, and the Supplier has caused this Agreement to be executed in its name, all as of the Effective Date.

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES



Julian Roberts
Julian Roberts (Jul 29, 2019)

By Joseph Quintana

By Julian Roberts

Title Chief Operating Officer

Title Chief Financial Officer

Date Jul 29, 2019

Date Jul 29, 2019

LINK-SYSTEMS INTERNATIONAL, INC.

Vincent Forese
Vincent Forese (Jul 29, 2019)

By Vincent Forese

Title President

Date Jul 29, 2019



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

Exhibit A

Scope of Work / Products / Deliverables

Unless otherwise addressed in the Agreement and preceding Exhibits, the contents of this Exhibit shall constitute the Products and Services under this Agreement.

Exhibit A

SERVICE LEVEL AGREEMENT

1. Help Desk Services

- 1.1. **COVERAGE.** Link-Systems International, Incorporated ("LSI") shall provide Help Desk Services covering NetTutor® and the Pisces and access to telephone, Web Form and Email support personnel.
- 1.2. **FIRST LEVEL SUPPORT.** Help Desk services include First Level Support Services to the Users. "First Level Support" means support provided by personnel who serve as the first point of contact for the Users requiring assistance. In general, the Help Desk Services are to resolve technical issues for Users, including providing assistance with browsers, ISP's, the Software, access to the software and courses, installation of browsers and plug-ins, and other miscellaneous technical difficulties. First Level Support providers provide assistance, diagnose problems, and propose solutions based on a step by step diagnostics process designed to resolve most problems. The diagnostics and escalation process will be provided by LSI. Help Desk Services also include escalating problems to Second Level Support (as described in section 2.1 below) after LSI has exhausted all First Level Support diagnostics.
- 1.3. **COORDINATION WITH EXTERNAL HELP DESK PROVIDER.** If requested by the Online Education Initiative (CVC-OEI), LSI shall coordinate and support the integration of First Level Support diagnostics and escalation processes for Help Desk Services with an external provider, such as the CCC Technology Center Help Desk or another provider identified by the CVC-OEI. Such coordination and integration could be for coverage during specific hours or for specific issues, as identified by CVC-OEI. Both parties agree to develop shared procedures (such as escalation procedures) to coordinate processes used by an external help desk provider, as necessary.

2. Problem Resolution Procedures

- 2.1. **SECOND LEVEL SUPPORT.** LSI will provide "Second Level Support", which means detailed diagnostics and complex problem solving with regard to LSI controlled systems.
- 2.2. **INQUIRY ASSESSMENT.** First Level Support personnel shall classify a User inquiry as High or Low using the following criteria:

Blocker: Complete system failure, with no alternative procedure

Critical: Critical functionality failure, "very inconvenient" alternative procedure

Major: Software not functioning properly, but can still be used. Alternative procedure exists. Minor: Software has inconveniences, but can still be used. No alternative procedure required.

In the event CVC-OEI staff believes an issue should be classified at a higher level of severity, CVC-OEI may re-classify user inquiries or issues as needed. LSI agrees to accept such classification, and CVC-OEI agrees that the timeframe for resolution as it applies to penalties shall begin once the classification level is adjusted.

Level	Effect	Characteristics	Examples
Blocker	Core functionality unavailable	<ul style="list-style-type: none"> Website is down Website abnormally terminates Website stops operation or seriously impacts usability Corrupted or skewed data Hard or impossible to recover data Extreme performance problem Misrepresentation of data Difficult to retrieve information Causes frustration to user on normal operation 	<ul style="list-style-type: none"> Platform completely inaccessible Crashes Hangs - System Locks Up Access Violations
Critical	Critical usability issues	<ul style="list-style-type: none"> Loss of significant usability and functionality. 	<ul style="list-style-type: none"> Data Loss or Garbage Data Data is stored correctly but displayed incorrectly All course content is inaccessible Critical pages are down Login problems 2 Minutes to logon Response time (after user clicks an action and waits for system response) exceeds 5 seconds. Integration issues impacting access or usability to CCC Technology Center managed technologies
Major	Major usability issues	<ul style="list-style-type: none"> Software not to spec, but users can still use the functionality. Alternative procedure exists. 	<ul style="list-style-type: none"> Having to reply to data more than once on a one-time basis Issues limited to a specific browser/platform Major Visibility problem Broken links within courses 3rd party integration problems
Minor	Minor usability issues	<ul style="list-style-type: none"> Cosmetic problems on screens, reports or documentation Installation and upgrade questions 	<ul style="list-style-type: none"> Spelling and Grammar Formatting and button positioning Training issues

2.3. COORDINATION OF SERVICE PROVIDERS. The parties acknowledge that many service providers can be involved in the resolution of any technical problem. LSI will maintain control of the communication with the Users during an outage or problem which requires a third party's participation to resolve. LSI will provide live access to its Help Desk client to facilitate resolution of technical problems. Should an outage be related to technical issues as part of the integration with CVC-OEI or CCC managed systems, LSI will contact CVC-OEI to immediately convene a joint response team to coordinate technical issues and communication to CVC-OEI or CCC users.

3. Service Details

3.1. HOURS OF OPERATION. LSI shall provide Help Desk Services covering the Software and the User's access as described below. Provision of Telephone, Web Form, and Email support will be made according

to the following schedule which may be revised due to call volume or for other reasons by mutual agreement. Business Hours are defined as:

3.1.1. From July 1, 2019, 6:00 a.m. to 8:00 p.m. PT Monday through Friday, and 10:00 a.m. to 4:00 p.m. PT Saturday and Sunday, excluding holidays.

3.1.2. LSI agrees to track Help Desk service trends as the CVC-OEI expands the number of students served. The parties agree to mutually develop a plan for expanding live support upon request of CVC-OEI.

Hours	Type of Support
Business Hours	Live Telephone, VoiceMail, Web Form and Email Support
Outside Business Hours	VoiceMail, Web Form and Email Support response within 24 hours

3.2. **LANGUAGE SKILLS.** LSI will provide Help Desk services in both Spanish and English. The Services will be performed: (1) by qualified personnel, including but not limited to personnel with fluent English speaking, reading and writing skills conversant in the technical terminology required to perform the Services; (2) consistent with generally accepted industry standards; and (3) in accordance with the applicable description.

3.3. **OUTSIDE BUSINESS HOURS SUPPORT.** In addition to other procedures agreed by the parties, LSI will send an immediate auto-response email from the Web Form (and email) for Outside Business Hours Support to include both an issue number along with a brief FAQ section.

3.4. **INSTITUTIONAL SUPPORT OUTSIDE BUSINESS HOURS.** LSI will provide CVC-OEI with after-hours contact information for Second Level Support staff who can address any service interruptions that may occur outside of Business Hours. Contact information will, at a minimum, include a telephone number and e-mail address.

3.5. **INSTITUTIONAL SUPPORT OUTSIDE BUSINESS HOURS.** LSI will provide CVC-OEI with after-hours contact information for Second Level Support staff who can address any service interruptions that may occur outside of Business Hours. Contact information will, at a minimum, include a telephone number and e-mail address.

4. Performance Guarantees

In addition to LSI's obligations hereunder, LSI agrees to the following:

4.1. **HELP DESK AVAILABILITY.** The Help Desk shall be fully operational with no less than 99.5% measured on a monthly basis (3.65 hours of Downtime per month).

4.2. **SYSTEM AVAILABILITY.** No less than 99.99997% system uptime as measured on a monthly basis. This is calculated utilizing an average of 4 reboots per year for updates. Reboots typically take 5 minutes each.

4.3. **RESPONSE AND RESOLUTION TIMES.** LSI will assign the priority level for each item reported based on the appropriate severity level.

The guaranteed response and resolution times are as follows:

Severity	Priority	Response Time Agreement	Resolution Time Agreement (Recovery Time Objective)
0	Blocker	1 hour	1 calendar day
1	Critical	6 hours	2 calendar days
2	Major	24 hours	14 calendar days
3	Minor	48 hours	28 calendar days

Severity 0: Complete system failure, with no alternative procedure

Severity 1: Critical functionality failure, "very inconvenient" alternative procedure

Severity 2: Software not functioning properly but can still be used. Alternative procedure exists.

Severity 3: Software has inconveniences, but can still be used. No alternative procedure required.

- 4.4. **REPORTED ISSUES THAT ARE DETERMINED TO BE DEVELOPMENT REQUESTS.** A reported issue that requests a change in behavior that is not actually in violation of any style guide, feature specification, license agreement, or other agreement of functionality, will be considered a development request. Development requests are not subject to the Service Level Agreement.

LSI will reassign these tickets back to the original reporter indicating the reported issue is a development request. CVC-OEI will, separately from the support process, prioritize and schedule development requests with LSI.

- 4.5. **RECOVERY TIME OBJECTIVE (RTO).** LSI agrees to maintain up-to-date repair/recovery plans for server, network, data, and or other forms of service interruptions, such as disaster recovery. LSI agrees to provide copies of such plans to CVC-OEI upon request. Refer to table in paragraph 4.3 for specific RTOs.

- 4.6. **RECOVERY POINT OBJECTIVE (RPO).** LSI agrees to maintain disaster recovery systems, processes and procedures that will result in no more than four (4) hours of data loss in the event of a system failure.

5. Turnaround and Wait Time for Tutoring Services

- 5.1. **ESSAY REVIEW.** LSI will provide asynchronous essay review services, as described in the RFP response. The maximum time before essay reviews are completed and returned to the User shall be forty-eight (48) hours, with an average return time of twenty-four (24) hours.
- 5.2. **ASYNCHRONOUS QUESTION SUBMISSION.** LSI will provide asynchronous tutoring services by allowing students to submit an offline question. The maximum time before a student receives a response from LSI's tutor shall be twenty-four (24) hours.
- 5.3. **LIVE TUTORING.** LSI will provide synchronous tutoring services, as described in the RFP response. Average student wait times will be one (1) minute, with the suggested timeline below.

Date	Wait Time
July 1, 2020	3 minutes
July 1, 2021	2 minutes
July 1, 2022	1 minute

LSI and CVC-OEI agree that in order to reach these wait time levels, LSI may need to alter some of their current Premium Best Practices, as outlined in the RFP response, in order to adopt “industry standard” practices that are more consistent with providing lower wait times.

6. Penalties

If LSI fails to meet the performance levels specified in this Service Level Agreement, the following penalties may be applied upon notification by CVC-OEI / Participating Agency:

- 6.1. For failure to meet Blocker issue resolution time described in Section 4.3, LSI will provide a credit back to CVC-OEI / Participating Agency consisting of the number of NetTutor hours equivalent to one full day's worth of NetTutor utilization for each 24-hour day or partial day beyond the initial resolution time allotted. These hours are defined as the average number of hours used per day over the previous three months.
- 6.2. For failure to meet Critical issue resolution time described in Section 4.3, LSI will provide a credit back to CVC-OEI / Participating Agency consisting of the number of NetTutor hours equivalent to one-half of one full day's worth of NetTutor utilization for each 24-hour day beyond the initial resolution time allotted. These hours are defined as the average number of hours used per day over the previous three months.
- 6.3. For failure to meet Major issue resolution time described in Section 4.3, LSI will provide a credit back to CVC-OEI / Participating Agency consisting of 30% of actual NetTutor hours used beyond the initial resolution time allotted, until the issue is resolved.
- 6.4. For failure to meet Minor issue resolution time described in Section 4.3, LSI will provide a credit back to CVC-OEI / Participating Agency consisting of 10% of actual NetTutor hours used beyond the initial resolution time allotted, until the issue is resolved.
- 6.5. For failure to meet technical support response times described in Section 4.3, LSI agrees to investigate the incident and provide a report to CVC-OEI / Participating Agency within five (5) business days, followed by a joint meeting of both parties if requested by CVC-OEI / Participating Agency.
- 6.6. For failure to meet essay review maximum turnaround times described in Section 5.1, LSI will provide a credit back to CVC-OEI / Participating Agency consisting of 50% of actual hours used for the review of the late essays. LSI agrees to investigate the incident and provide a report to CVC-OEI / Participating Agency within five (5) business days, followed by a joint meeting of both parties if requested by CVC-OEI / Participating Agency.
- 6.7. For failure to meet asynchronous question submission turnaround times described in Section 5.1, LSI will provide a credit back to CVC-OEI / Participating Agency consisting of 50% of actual hours used for the answering of the late asynchronous sessions. LSI agrees to investigate the incident and provide a report to CVC-OEI / Participating Agency within five (5) business days, followed by a joint meeting of both parties if requested by CVC-OEI / Participating Agency.

7. Reporting, Sharing of Data, and Archiving

- 7.1. **HELP DESK SERVICES DATA.** LSI agrees to provide CVC-OEI / Participating Agency with regular reports detailing User requests for Help Desk Services. The reports shall be provided monthly or may be provided more frequently by mutual agreement of the parties. The reports shall include, minimally, the date and time of initial inquiry, ticket number, issue category (e.g., password issue, browser issue, etc.), ticket status, and CCC student identifier. Additional reports may be requested by CVC-OEI / Participating Agency detailing individual and average response and resolution times. Other reports may be designed by mutual agreement.
- 7.2. **UTILIZATION DATA.** LSI agrees to provide CVC-OEI / Participating Agency with regular reports detailing utilization of NetTutor services and Pisces functionality. These reports shall be provided monthly or may be provided more frequently by mutual agreement of the parties.
- 7.3. **ON-DEMAND REPORTING SERVICES.** LSI will provide detailed tutoring usage reports, including the ability to routinely refer to an online system that provides up-to-the-minute details. These reports will indicate when tutors were online, how many questions were submitted, and the average length of time spent answering a question. Summary information, including details for a specific session is also available. This database is updated in real time and made available either via e-mail attachment or URL posting. If such functionality is not available at the time of the initial contract, LSI agrees to develop the capability to create on-demand reports via an online web interface within six (6) months of the contract execution date.
- 7.4. **ARCHIVING OF TUTORING SESSIONS.** LSI will create archives of all synchronous and asynchronous tutoring sessions. Archives will be available to students within one (1) hour of the end of the tutoring activity via a web-based interface. CVC-OEI and members of the Participating Agencies shall also be provided timely access to tutoring archives as needed for purposes of service quality review or other investigations to be performed in relation to a student's participation in online tutoring.
- 7.5. **DROPPED SESSIONS.** LSI will provide data about the number of students that attempt but do not connect with a tutor on a quarterly basis.

8. Integration with CCC Technology Systems

- 8.1. **COURSE AND LEARNING MANAGEMENT SYSTEMS.** LSI agrees to support integration of authentication services with individual Course Management Systems / Learning Management Systems managed by colleges that are part of the CVC-OEI Pilot and/or Participating Agencies. Where possible, LSI agrees to provide support for service integrations that provide functionality within the CMS/LMS as requested by CVC-OEI and/or Participating Agency.
- 8.2. **COMMON COURSE MANAGEMENT SYSTEM.** LSI agrees to provide authentication and service integration support for the COMMON COURSE MANAGEMENT SYSTEM identified by CVC-OEI. This includes development work necessary to support integration of LSI's applications (NetTutor website and the Pisces platform) into the Student Portal currently under development in concert with the CCC Education Planning Initiative, including support for single sign on using Shibboleth authentication protocols. LSI agrees to support additional specifications as identified by CVC-OEI and the CCC Technology Center. When usability issues arise impacting integration between technology platforms managed by the CCC Technology Center and LSI platforms, LSI agrees to respond at the Critical support classification. CVC-OEI agrees to forego application of penalties if a determination is made jointly that the technical cause lies within the CCC Technology Center managed platforms.

9. LSI Commitments

9.1. Ongoing partnership and issue resolution meetings

- 9.1.1. **CVC-OEI and LSI MEETINGS.** LSI and CVC-OEI agree to meet regularly for purposes of discussing new or ongoing technical issues, support levels, development requests, or other items as necessary. LSI and CVC-OEI commit to meeting no less frequently than on a monthly basis either in person or via videoconference or teleconference. LSI agrees to meet more frequently at the request of CVC-OEI.
- 9.1.2. **DESIGNATED REPRESENTATIVES.** CVC-OEI and LSI agree that the following representatives will participate in Ongoing Issue Resolution Meetings, as follows:
- 9.1.3. **CVC-OEI:** Chief Academic Affairs Officer, or designee; CCC Technology Center representative (as required);
- 9.1.4. **LSI:** Chief Operating Officer, or designee.
- 9.1.5. **COLLEGE REPRESENTATIVES:** At CVC-OEI's discretion, representatives from colleges that are part of the CVC-OEI Pilot may be invited to participate in the meetings.
- 9.1.6. **COMMUNICATION WITH INDIVIDUAL COLLEGES RECEIVING CVC-OEI-FUNDED SERVICES.** At no point will LSI engage in meetings with individual colleges regarding CVC-OEI-funded online tutoring services without first notifying and gaining the consent of the CVC-OEI Chief Academic Affairs Officer or his/her designee.

9.2. Technology Enhancements. LSI and CVC-OEI agree that within 30 days of the signing of this Agreement, they will meet to discuss and agree to requirements for certain technology enhancements, including:

- 9.2.1. Pisces website interface refresh.
- 9.2.2. Improvements in the video, audio, and screen sharing experience via WebRTC with the first 12-months of contract signing.
- 9.2.3. Video and mobile phone functionality for online tutoring services.

The timeline for these enhancements will be as follows:

- Within 90 days of signing, LSI and CVC-OEI will agree to explicit written development requirements that are approved by Designated Representatives.
- Within 9 months of the finalization of the requirements, LSI will deliver the enhancements.
- Within 90 days of the delivery of the enhancements, CVC-OEI will have a Designated Representative review and approve them in writing.
- Within 30 days of approval, LSI will push the enhancements live.

Both parties agree certain enhancement, once agreed to, are required to be delivered within one year of the signing of the Agreement. Additional enhancements may also be agreed to that extend beyond the first year of the Agreement.

10. Technology Training for College Personnel

10.1. COLLEGE PROGRAM AND TECHNICAL STAFF. LSI agrees to provide technical training on how to use the NetTutor website and Pisces to college personnel at the beginning of each term and at appropriate intervals during the pilot phases. Technical training materials and documentation will be made available online for on-demand use.

10.2. TECHNOLOGY TRAINING FOR COLLEGE TUTORS. As the Blended Model of services is implemented,

LSI agrees to provide technical training on how to use the Pisces to tutors employed by local colleges. This training will be provided at appropriate intervals as mutually agreed between LSI and CVC-OEI, and technical training materials and documentation will be made available online for on-demand use.

11. Information Security and Third Parties

11.1. THIRD PARTY PROVIDERS. LSI agrees to protect User data and will not provide any User data to third parties unless specifically directed by CVC-OEI.

11.2. FERPA PROTECTION. LSI agrees to engage in practices that maintain compliance with the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99).

11.3. TUTOR ACCESS TO STUDENT INFORMATION. LSI agrees that tutors will not ask students for personal information, nor will tutors share their own personal information with students. Tutors will have access only to a student's first name, course, and college affiliation. At any point, if a student should post their personal contact information in the shared tutoring space, LSI agrees to require tutors to immediately delete and discard such information.

11.4. DATA BREACHES. Should a data breach occur, LSI agrees to notify CVC-OEI within four (4) hours of discovering such breach and to provide CVC-OEI with specific information regarding the nature of the breach and student information (with associated student IDs) believed to be improperly accessed, lost shared, or otherwise at risk. LSI indemnifies the California Community Colleges Chancellor's Office, the Foundation for California Community Colleges, and Foothill-De Anza Community College District for all costs that are incurred as a result of a data breach.

11.5. DATA FOR EVALUATION SERVICES. As part of the CVC-OEI contract with the CCC Research and Planning Group ("RP Group"), LSI agrees to provide necessary data as requested by RP Group and specifically authorized by the CVC-OEI Chief Academic Affairs Officer.



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

Exhibit B

Pricing

Standard NetTutor pricing. With standard NetTutor pricing, the institution is *only* charged for the time our tutors spend helping students (we call this *time-on-task*).

Purchase level	Rate per hour
Pay as you go (monthly invoicing)	\$29
Block of 500 hours (upfront payment, new or renewal)	\$28
Block of 1,000 hours (upfront payment, new or renewal)	\$27
Block of 2,500 hours (upfront payment, new or renewal)	\$26

NetTutor custom pricing, option 1 (\$18/hour). For new customers, first year only. This plan deducts 30 minutes for every paper. Requires 1 hour per student per term, and unused hours expire at the end of the term.

NetTutor custom pricing, option 2 (\$20/hour). This plan deducts 30 minutes for every paper. Unused hours may roll over into the next term without penalty. This plan requires a systemwide (cumulative) minimum block of 8000 hours purchased upfront or upon renewal. Renewal must occur at standard pricing or custom pricing options 2 or 3. At renewal, unused hours may roll over into the next term without penalty and/or recalculate to enter option 3

NetTutor custom pricing for CCC: (\$23/hour). No minimum purchase required. Monthly pay-as-you-go invoicing continued. All other Buy-In options on our current contract persist.

NetTutor custom pricing, option 3 (\$25/hour). This is an extension of the standard pricing, for new or renewing customers. All sessions are charged for actual time used. This plan requires a systemwide (cumulative) minimum block of 5000 hours purchased upfront or upon renewal. Renewal must occur at standard pricing or custom pricing options 2 or 3. At renewal, unused hours may roll over into the next term without penalty and/or recalculate to enter option 2.

Additional volume discounting for Option 3	Rate per hour
Minimum block of 10,000 hours	\$24
Minimum block of 20,000 hours	\$23.50

Standard Pisces Enterprise pricing. Pisces is our proprietary online collaboration platform which is typically licensed on an annual basis. A Pisces license is not required for NetTutor usage (the Full-Service Model). However, if an institution intends to use their own local staff as described by the Blended Model, then a Pisces license would allow for a seamless user experience.

Our standard pricing is based on concurrent online users. This allows for unlimited users, unlimited groups, and unlimited usage. There is simply a maximum number of users who may be connected *at the same time*.

Concurrent Online Users	Cost of Annual License
20	\$10,000
50	\$20,000
100	\$37,500
250	\$75,000
500	\$100,000
1,000	\$150,000
2,500	\$250,000

For the first year of the Agreement, CVC-OEI will purchase a 250 concurrent connection Pisces license for \$75,000.

Standard Pisces package pricing. This pricing was developed for campuses who wanted smaller packages and does not include institution-wide access.

	Bronze	Silver	Gold	Platinum	Tutoring Cloud
Max Groups	1	10	15	Unlimited	Unlimited
Max Live Rooms (up to 25 seats)	1	5	10	25	25
Annual License	\$1,000	\$2,500	\$5,000	\$7,500	\$9,500
Referral Tool	\$250	\$500	\$1,000	\$1,500	Included
Scheduling Tool	\$250	\$500	\$1,000	\$1,500	Included

Standard RTR pricing (add-on for NetTutor). RTR is an optional faculty/advisor referral add-on.

	Bronze	Silver	Gold	Platinum
Participating instructors	1	5	10	25
Participating students	25	125	250	625
Annual License	\$500	\$1,000	\$2,000	\$4,500
Plus one-time set-up fee	\$250	\$500	\$1,000	\$1,500

Custom RTR pricing (CCC unlimited). For the California Community Colleges only, we offer an unlimited system-wide RTR license for \$100,000 annually, waiving all set-up fees. For the first year of the Agreement, CVC-OEI will purchase an unlimited RTR license for \$50,000 in order to continue the current pilots already underway, plus any new pilots that start in the Fall.

Standard Sofia pricing. Instructors can build assignments or students can remediate self-paced. When a college also has NetTutor, assignments can have links to a live math tutor where the question displays on the tutoring canvas. \$30/student for access to all seven Dev Math test banks for one year. *College-wide institutional licenses can be negotiated.*

Custom NetTutor packaged with Sofia pricing, option 1 (Dev Math Corequisite Homework System with Built-in Student Support). Includes two hours of NetTutor per semester (four hours total) which expire at end of year. \$55/student for one year. *College-wide institutional licenses can be negotiated.*

Custom NetTutor packaged with Sofia, option 2 (Dev Math Corequisite Homework System with Built-in Student Support). Includes 20-minutes of NetTutor per month. \$5/student per month.

Custom NetTutor engagements via NetTA. There is no standard pricing. We need to review the assignment and grading rubric, understand the course timing and student enrollment, and then we will quote a per student cost for the assignment or the whole course. Sample costs are provided in Attachment 4 of RFP response.

Development and administration of a shared tutoring consortium. Assuming a separate Pisces license, the additional efforts to develop a shared portal and administer the consortium is proposed at a \$150/hour (blended rate). As noted in Appendix A of the RFP response, if the CVC-OEI chooses to fund this effort, we would submit specifications for a phased approach for CVC-OEI approval.



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

Exhibit C

Supplier Response to RFP 19-003

For access to Supplier Response to Online Tutoring Services RFP, please contact:

CollegeBuys Contracts

cbcontracts@foundationccc.org

OR

Jorge Burwick

Manager of CollegeBuys

jburwick@foundationccc.org



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

Exhibit D

Copy of RFP 19-003

For access to a copy of the Online Tutoring Services RFP, please contact:

CollegeBuys Contracts

cbcontracts@foundationccc.org

OR

Jorge Burwick

Manager of CollegeBuys

jburwick@foundationccc.org



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

Exhibit E

Resource Documents

Section 1: Participating Agency Resources

- (1) Certificate of Insurance
- (2) Proof of Publication
- (3) Notice of Intent to Award

Section 2: Supplier Resources and References

- (4) Additional Terms and Conditions
- (5) Supplier Commitment
- (6) Supplier Program Standards
- (7) Sample Quarterly Report Form
- (8) Price Increase Protocol
- (9) List of California Community Colleges
- (10) List of Private Universities in California

Exhibit E, Section 1

Participating Agency Resources

- Certificate of Insurance
- Proof of Publication
- Notice of Intent to Award

Exhibit E, Section 1
Participating Agency Resources

Certificate of Insurance

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

6/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bouchard Insurance (CLW) 101 N Starcrest Dr. Clearwater, FL 33765 727 447-6481	CONTACT NAME: PHONE (A/C, No, Ext): 727 447-6481 FAX (A/C, No): 727 449-1267 E-MAIL ADDRESS: clcerts@bouchardinsurance.com														
INSURED Link Systems International Inc 4515 George Road Suite 340 Tampa, FL 33634-7300	<table border="1"> <thead> <tr> <th data-bbox="816 426 1433 447">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1433 426 1572 447">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="816 453 1433 474">INSURER A : St Paul Fire & Marine Ins Co</td> <td data-bbox="1433 453 1572 474">24767</td> </tr> <tr> <td data-bbox="816 480 1433 501">INSURER B : Travelers Prop Casualty Co of Amer</td> <td data-bbox="1433 480 1572 501">25674</td> </tr> <tr> <td data-bbox="816 508 1433 529">INSURER C : Travelers Insurance Company</td> <td data-bbox="1433 508 1572 529">87726</td> </tr> <tr> <td data-bbox="816 535 1433 556">INSURER D : Travelers Property Casualty Ins. Co.</td> <td data-bbox="1433 535 1572 556">36161</td> </tr> <tr> <td data-bbox="816 562 1433 583">INSURER E : Travelers Indemnity Co of Amer</td> <td data-bbox="1433 562 1572 583">25666</td> </tr> <tr> <td data-bbox="816 590 1433 611">INSURER F :</td> <td data-bbox="1433 590 1572 611"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : St Paul Fire & Marine Ins Co	24767	INSURER B : Travelers Prop Casualty Co of Amer	25674	INSURER C : Travelers Insurance Company	87726	INSURER D : Travelers Property Casualty Ins. Co.	36161	INSURER E : Travelers Indemnity Co of Amer	25666	INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : St Paul Fire & Marine Ins Co	24767														
INSURER B : Travelers Prop Casualty Co of Amer	25674														
INSURER C : Travelers Insurance Company	87726														
INSURER D : Travelers Property Casualty Ins. Co.	36161														
INSURER E : Travelers Indemnity Co of Amer	25666														
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ZLP61M49101	01/14/2019	01/14/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BA235M135A	01/14/2019	01/14/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10000			ZUP61M49113	01/14/2019	01/14/2020	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	HNUB9548C89	01/14/2019	01/14/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
D	E&O Liability	Y		ZPL14P04721	01/14/2019	01/14/2020	\$1mil Each Wrongful Act \$1mil Aggregate \$25,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

First Supplemental Name applies to all policies:

Link Systems International, Inc.

CF Learning, LLC

Certificate holder is additional insured as respects General Liability only if required by written contract, and subject to the terms, conditions and exclusions as specified in the policy.

(See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**


Foundation for California Community Colleges 1102 Q Street, Suite 3500 Sacramento, CA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

Exhibit E, Section 1
Participating Agency Resources

Proof of Publication



AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification	PO	Amount	Cols	Depth
339535	0004227883	Notice Requesting Proposals NOTICE IS HEREB	Notice Requesting Proposals	\$474.14	1	2.39 In

Attention: Jennifer Le

FOUNDATION FOR CA COMMUNITY COLLEGES
1102 Q STREET, SUITE 4800
SACRAMENTO, CA 95811

Notice Requesting Proposals

NOTICE IS HEREBY GIVEN that the Foundation for California Community Colleges (Foundation) acting as a Public Agency, will receive up to but not later than 3:00 PM (PDT) on Thursday the 6th day of June, 2019, qualified proposals for On-line Tutoring, RFP #19-003 (Republished); and, qualified proposals for Online Academic Integrity Technologies/Services, RFP #19-004 (Republished). Proposals shall be submitted electronically on the Foundation's bid portal.

The RFP documents and link to the Foundation's bids portal can be found at www.foundationccc.org/bids.

Dated this 23rd day of May, 2019
Dated this 30th day of May, 2019
Board of Directors
Foundation for California Community Colleges

DECLARATION OF PUBLICATION (C.C.P.2015.5)

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the printer and principal clerk of the publisher of , printed and published in the City of Sacramento, County of Sacramento, State of California, daily, for which said newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Sacramento, State of California, under the date of September 26, 1994, Action No. 379071; that the notice of which the annexed is a printed copy, has been published in each issue thereof and not in any supplement thereof on the following dates, to wit:

2 Insertions

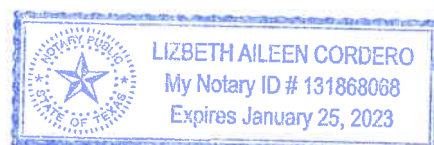
Published On:
May 23, 2019, May 30, 2019


Legals Clerk

COUNTY OF DALLAS
STATE OF TEXAS

I certify (or declare) under penalty of perjury that the foregoing is true and correct and that this declaration was executed at Sacramento, California, on **May 30, 2019**.


Notary Public



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

Exhibit E, Section 1
Participating Agency Resources

Notice of Intent to Award



FOUNDATION *for* CALIFORNIA COMMUNITY COLLEGES

*Benefiting, Supporting, and Enhancing
the California Community Colleges*

1102 Q Street, Suite 4800
Sacramento, California 95811-6549
Toll-Free Telephone: 866.325.3222
Facsimile: 916.325.0844

www.foundationccc.org

Foundation for California Community Colleges

STAFF REPORT

Date: June 19th, 2019

To: Foundation Board of Directors

From: Joseph Quintana, Chief Operating Officer

Subject: Approval of Vendor Contract for Online Tutoring Services, RFP 19-003

Action Item, Regular Meeting June 19th, 2019

Background

On May 23rd, 2019, the Foundation for California Community Colleges issued a Request for Proposals for Online Tutoring Services, RFP 19-003. Services identified by the RFP aim to enable all 115 California Community Colleges (CCC) to implement sustainable online tutoring service infrastructures that will improve student course success rates, significantly increase the number of students who obtain college associate degrees and transfer to four-year colleges annually, and complement other components of the statewide CCC Online Education Ecosystem such as the Common Course Management System, Student Services Portal, and Online Course Exchange.

The California Virtual Campus - Online Education Initiative (CVC-OEI) coordinates related resources and services that benefit the entire CCC system and helps facilitate the development of quality online teaching and learning programs. Such resources include research and policy documentation, student resources, faculty resources, and other technology resources. The mission of the CVC-OEI is to dramatically increase the number of CCC students who obtain college associate degrees and transfer to four-year colleges each year by providing online courses and services within a statewide CCC Online Education Ecosystem. The CVC-OEI gives special attention to ensuring retention and success through basic skills support and other support services, especially for underserved and underrepresented cohort groups.

Request for Proposal Process

The Foundation followed the guidelines set forth by California's Public Contract Code for California Community Colleges in securing competitive pricing for services outlined in the RFP. Performance and Technical Specifications were developed by members of the CVC-OEI, Butte Technology Center, and Foothill-De Anza Community College District.

RFP 19-003 was formally published on the Sacramento Bee and managed on the PlanetBids bid management system. Proposals were due from vendors on June 6, 2019, with formal bid opening held at the Foundation's Sacramento office. The Foundation received five (5) proposals, all of which were deemed responsive, and evaluated by the designated committee. The RFP committee comprised of:

- RFP Development, Facilitation of RFP Evaluation Process and Review of Quantitative Information:
 - Anthony Chin, Foundation for California Community Colleges, Program Coordinator
 - Jorge Burwick, Foundation for California Community Colleges, Manager of CollegeBuys
 - O'Neal Spicer, Mindwires Consulting, Senior Associate
- Review of vendor supplied Technical and Performance Specifications:
 - Jorge Burwick, Foundation for California Community Colleges, Manager of CollegeBuys
 - Bob Nash, California Virtual Campus Online Education Initiative, Dean of Academic Affairs
 - Michelle Pacansky-Brock, California Virtual Campus Online Education Initiative, Faculty Mentor
 - O'Neal Spicer, Mindwires Consulting, Senior Associate

The committee endorsed Link-Systems International as the most responsive bidder, and for contract award under RFP 19-003 should they agree to final contract terms. The Letter of Intent to Award is included as Attachment 1 to this document and recommends Link-Systems International to move forward with the contract negotiation phase, as the selected vendor partner for Online Tutoring Services.

Contract Term: Three (3) years initial term, with two (2) one (1) year renewals.

Foundation Roles and Responsibilities

The role of the Foundation is that of a prime contractor. The Foundation will:

1. Develop the contract with the awarded vendor based on the requirements of RFP #19-003.
2. Monitor the quality of services and compliance from the vendor partner.
3. Promote contract, alongside the CVC-OEI, to California's community colleges.

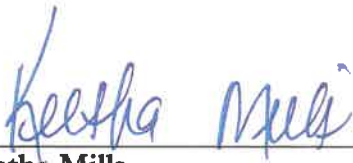
Orders will be placed directly between the CVC-OEI/Colleges and the vendor partner.

Endorsement

The CEO and I recommend that the Foundation Board of Directors at its June 19, 2019 meeting approve the award of contract to Link-Systems International under Foundation RFP #19-003 for Online Tutoring Services, contingent upon meeting additional conditions set forth by evaluation committee.

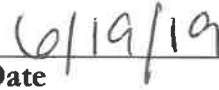
CERTIFICATION

I, Keetha Mills, duly appointed President and Chief Executive Officer of the Foundation for California Community Colleges, do hereby certify that the above recommendation was passed and approved by the Board of Directors of the Foundation for California Community Colleges on the 19th Day of June 2019.



Keetha Mills

President and Chief Executive Officer



Date



FOUNDATION *for* CALIFORNIA COMMUNITY COLLEGES

*Benefiting, Supporting, and Enhancing
the California Community Colleges*

1102 Q Street, Suite 4800
Sacramento, California 95811-6549
Toll-Free Telephone: 866.325.3222
Facsimile: 916.325.0844

www.foundationccc.org

Intent to Award

Online Tutoring Services RFP #19-003

June 18th, 2019

Contingent upon meeting additional conditions set forth by evaluation committee, the Foundation for California Community Colleges intends to award a contract to the following company from RFP #19-003, Online Tutoring Services, for use by California Community Colleges and other Public Agencies for the procurement of Online Tutoring Services:

Link-Systems International

The RFP # 19-003 stipulated that a single award contract may be awarded which includes components for Online Tutoring Services.

Contract award under this RFP is contingent upon Foundation board approval, and Foundation and Vendor agreement on final contract terms.

Exhibit E, Section 2

Supplier Resources and References

- Supplier Commitment
- Supplier Program Standards
- Sample Quarterly Report Form
- Price Increase Protocol
- List of California Community Colleges
- List of Private Universities in California

Exhibit E, Section 2

Supplier Resources and References

SUPPLIER COMMITMENT

The Foundation for California Community Colleges asks each Supplier to make four basic commitments to ensure the overall success of the program.

Corporate Commitment - A commitment that the Foundation for California Community Colleges (Foundation) has the support of senior management, and that the Foundation contract is the Supplier's primary offering to public agencies and school districts nationwide. The Supplier shall make its existing public and private agency clients aware of its Foundation contract, and upon the public and private agency's request, such agency will be transitioned to the Supplier's Foundation contract.

Sales Commitment - A commitment that the Supplier will aggressively market Foundation and that the sales force will be trained, engaged and committed to offering Foundation to public and private agencies nationwide, with a further commitment that all Foundation sales be accurately and timely reported.

Service Commitment - A commitment that the Supplier will provide at minimum the level of service defined in the agreement to any and all participating public and private agencies purchasing through Foundation's contract.

Communication and Information Commitment - Establish the following communication links to facilitate customer access and communication:

- ❑ A toll-free national telephone for inquiries and orders
- ❑ Regional or toll-free fax number for inquiries and orders
- ❑ An email address for general inquiries
- ❑ Provide the following for Foundation WEB site use:
 - Standard logos
 - Summary of products and pricing
 - Information web-link to Supplier's website
 - Overall information about Supplier
 - Other promotional material as desired

Exhibit E, Section 2

Supplier Resources and References

SUPPLIER PROGRAM STANDARDS

The Foundation for California Community Colleges (Foundation) recognizes that each Supplier has a successful business and may choose to meet its commitments to Foundation purchasing programs in a variety of ways that best suit the supplier's business model, organization and market approach. The following are Program Standards intended to assist the supplier in successfully implementing the Foundation contract:

Account Management Team – The Supplier shall provide an Account manager with the authority and responsibility for the overall success of the Foundation contract within the Supplier's organization. The Supplier shall also designate a Lead Referral Contact Person, responsible for receiving communications from Foundation concerning new public agency registrations, and for ensuring timely follow up by the Supplier's staff to requests for contact from public school districts. Additionally, Foundation suggests the Supplier implement and support a Supplier-based internet web page dedicated to the Supplier's Foundation program and linked to the collegebuys.org website.

Quarterly Review – Upon request, Foundation will schedule a quarterly review with the Supplier to evaluate the Supplier's performance of Supplier Commitments and Program Standards outlined herein.

Foundation for California Community Colleges Purchasing Program Awareness – Foundation is responsible for marketing the overall Foundation purchasing program concept and programs to Participating Public and Private School Districts. Foundation marketing is intended to supplement and enhance the direct sales effort of the Supplier. The Supplier assists by providing camera-ready logos and by participating in related trade shows and conferences. Foundation employs a marketing team, a web-based lead referral system, a network of partner associations, direct mail, the Internet and newsletters and other publications to increase collegebuys.org awareness.

Supplier Sales - Supplier is responsible for proactive direct sales of Supplier's goods and services to public school districts nationwide and the timely follow up to leads established by Foundation. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All sales materials are to use the collegebuys.org logo. Foundation will provide each Supplier with its logo and the standards to be employed in the use of the logo. At a minimum, the Supplier's sales initiatives should communicate:

- ☐ Contract was competitively solicited by a Public Agency;
- ☐ Best educational pricing focused on the Total Cost of Ownership (TCO)
- ☐ No cost to participate
- ☐ Non-exclusive contracts

Sales Force Training - Supplier is responsible for the training of its sales force on the Foundation contract. Foundation may provide training materials and generally assist with the education of sales personnel. At a minimum, sales training should include:

- ☐ Key features of Foundation contract
- ☐ Understanding of the process of development of the Agreement
- ☐ Working knowledge of Foundation Organization and Solicitation Process
- ☐ Awareness of the range of public and private agencies districts that can access Foundation

Exhibit E, Section 2
Supplier Resources and References

SAMPLE QUARTERLY REPORT FORM

College Name Association Name	PO Number	Supplier Invoice Number	Invoice Amount \$	Savings \$	FCCC Admin. Fee \$
Online Ed. Initiative	165532	FR1325	100.00	100.00	2.00
Tahoe CC	599785	FR1326	200.00	200.00	4.00
TOTAL	-	-	300.00	300.00	6.00

NOTE: Reports to be submitted in Microsoft Excel

*Excluding taxes, additional services and transportation

Key Reporting Dates and Deadlines

Quarter	Quarterly Report Due Date	Quarterly Fee Due Date
Q1 (July 1-September 30)	October 15	October 30
Q2 (October 1-December 31)	January 15	January 30
Q3 (January 1-March 31)	April 15	April 30
Q4 (April 1-June 30)	July 15	July 30

NOTE: Reports to be submitted in Microsoft Excel. Company will provide quarterly and annual usage reports.

Exhibit E, Section 2

Supplier Resources and References

PRICE INCREASE REQUEST PROTOCOL

Detailed below is the Formal Price Increase Protocol that has been established by the Foundation. Price increases are to be submitted and negotiated with the Foundation

1. Limitations: Contractor is limited to one (1) Formal Price Increase Request per year (a year is defined as a 365-day period). The initial year to commence upon a fully executed contract.
2. ALL future Formal Price Increase Requests (Request) are managed as follows:

- Manufacturer will send a written Request for Price Increase to Foundation. Price Increase Request must include sufficient details to allow the Foundation to effectively and efficiently evaluate the Request. At a minimum the Request should include details on specific product, packaging or other related materials costs that have increased, product lines that are to be impacted, and the net effective impact of the requested adjustments would be.
- The Foundation will review the Request in a timely manner and make every effort to get back to the manufacturer with any questions or additional information required to evaluate the Request within ten (10) business days.

Please note that some factors the Foundation may consider in this determination may include market conditions, frequency of Request from the manufacturer, appropriateness of Request relative to other manufacturers in the industry, and general market conditions for our constituents.

- If the Foundation does not feel that the Request is justified, Foundation reserves the right to either deny the increase or negotiate better terms for our constituents.
- If the price increase as presented is accepted, the Foundation will issue a letter of acceptance to Contractor stating the earliest date the price increase can go into effect. Per the terms of our contract, this will be a minimum of sixty (60) days from date of acceptance. The Foundation may extend this implementation period if warranted by market conditions.
 - i. Manufacturer should anticipate that the processing of a Request to take approximately thirty (30) days from receipt of Request.
 - ii. Manufacturer is responsible for communicating the price increase acceptance to all participating agencies, including any who have not ordered, but have requested a quotation, within thirty (30) days of approval.
- Understanding project lead times and the importance of our constituent's ability to stay on budget, Contractor is expected to work with any college that has received a quote that could be impacted by the price increase. At minimum, Contractor will be asked to honor any quotation made with the old pricing for ninety (90) days from effective date of the price increase.

The Foundation reserves the right to modify this formal process if the need arises and will notify Vendor partners of any changes to the Formal Price Increase Protocol.

Exhibit E, Section 2
Supplier Resources and References

List of California Community Colleges

	District	College	City	State	Zip
1	Allan Hancock Joint CCD	Allan Hancock College	Santa Maria	CA	93454
2	Antelope Valley CCD	Antelope Valley College	Lancaster	CA	93536
3	Barstow CCD	Barstow College	Barstow	CA	92311
4	Butte-Glenn CCD	Butte College	Oroville	CA	95965
5	Cabrillo CCD	Cabrillo College	Aptos	CA	95003
6	Cerritos CCD	Cerritos College	Ridgecrest	CA	93555
7	Chabot-Las Positas CCD	Chabot College	Hayward	CA	94545
8	Chabot-Las Positas CCD	Las Positas College	Livermore	CA	94551
9	Chaffey CCD	Chaffey College	Rancho Cucamonga	CA	91737
10	Citrus CCD	Citrus College	Glendora	CA	91741
11	Coast CCD	Coastline Community College	Fountain Valley	CA	92708
12	Coast CCD	Golden West College	Huntington Beach	CA	92647
13	Coast CCD	Orange Coast College	Costa Mesa	CA	92628
14	Compton CCD	Compton College	Compton	CA	90221
15	Contra Costa CCD	Contra Costa College	San Pablo	CA	94806
16	Contra Costa CCD	Diablo Valley College	Pleasant Hill	CA	94523
17	Contra Costa CCD	Los Medanos College	Pittsburg	CA	94565
18	Copper Mountain CCD	Copper Mountain College	Joshua Tree	CA	92252
19	Desert CCD	College of the Desert	Palm Desert	CA	92260
20	El Camino CCD	El Camino College	Torrance	CA	90506
21	Feather River CCD	Feather River College	Quincy	CA	95971
22	Foothill-De Anza CCD	De Anza College	Cupertino	CA	95014
23	Foothill-De Anza CCD	Foothill College	Los Altos Hills	CA	94022
24	Gavilan CCD	Gavilan College	Gilroy	CA	95020
25	Glendale CCD	Glendale College	Glendale	CA	91208
26	Grossmont-Cuyamaca CCD	Cuyamaca College	El Cajon	CA	92019
27	Grossmont-Cuyamaca CCD	Grossmont College	El Cajon	CA	92020
28	Hartnell Joint CCD	Hartnell College	Salinas	CA	93901
29	Imperial Valley CCD	Imperial Valley College	Imperial	CA	92251
30	Kern CCD	Bakersfield College	Bakersfield	CA	93305
31	Kern CD	Cerro Coso Community College	Ridgecrest	CA	93555
32	Kern CCD	Porterville College	Porterville	CA	93257
33	Lake Tahoe CCD	Lake Tahoe Community College	So. Lake Tahoe	CA	96150
34	Lassen CCD	Lassen College	Susanville	CA	96130
35	Long Beach CCD	Long Beach City College	Long Beach	CA	90806
36	Los Angeles CCD	East Los Angeles College	Monterey Park	CA	91754
37	Los Angeles CCD	Los Angeles City College	Los Angeles	CA	90029
38	Los Angeles CCD	Los Angeles Harbor College	Wilmington	CA	90744
39	Los Angeles CCD	Los Angeles Mission College	Sylmar	CA	91342
40	Los Angeles CCD	Los Angeles Pierce College	Woodland Hills	CA	91371
41	Los Angeles CCD	Los Angeles Southwest College	Los Angeles	CA	90047
42	Los Angeles CCD	Los Angeles Trade-Tech College	Los Angeles	CA	90015
43	Los Angeles CCD	Los Angeles Valley College	Valley Glen	CA	91401

44	Los Angeles CCD	West Los Angeles College	Culver City	CA	90230
45	Los Rios CCD	American River College	Sacramento	CA	95841
46	Los Rios CCD	Consumnes River College	Sacramento	CA	95823
47	Los Rios CCD	Folsom Lake College	Folsom	CA	95630
48	Los Rios CCD	Sacramento City College	Sacramento	CA	95822
49	Marin CCD	College of Marin	Kentfield	CA	94904
50	Mendocino-Lake CCD	Mendocino College	Ukiah	CA	95482
51	Merced CCD	Merced College	Merced	CA	95348
52	MiraCosta CCD	MiraCosta College	Oceanside	CA	92056
53	Monterey Peninsula CCD	Monterey Peninsula College	Monterey	CA	93940
54	Mt. San Antonio CCD	Mt. San Antonio College	Walnut	CA	91789
55	Mt. San Jacinto CCD	Mt. San Jacinto College	San Jacinto	CA	92583
56	Napa Valley CCD	Napa Valley College	Napa	CA	94558
57	North Orange County CCD	Cypress College	Cypress	CA	90630
58	North Orange County CCD	Fullerton College	Fullerton	CA	92832
59	Ohlone CCD	Ohlone College	Fremont	CA	94539
60	Online CCD	Online Community College	Sacramento	CA	95811
61	Palo Verde CCD	Palo Verde College	Blythe	CA	92225
62	Palomar CCD	Palomar College	San Marcos	CA	92069
63	Pasadena Area CCD	Pasadena City College	Pasadena	CA	91106
64	Peralta CCD	Berkeley City College	Berkeley	CA	94707
65	Peralta CCD	College of Alameda	Alameda	CA	94501
66	Peralta CCD	Laney College	Oakland	CA	94607
67	Peralta CCD	Merritt College	Oakland	CA	94619
68	Rancho Santiago CCD	Santa Ana College	Santa Ana	CA	92706
69	Rancho Santiago CCD	Santiago Canyon College	Orange	CA	92869
70	Redwoods CCD	College of the Redwoods	Eureka	CA	95501
71	Rio Hondo CCD	Rio Hondo College	Whittier	CA	90601
72	Riverside CCD	Moreno Valley College	Moreno Valley	CA	92551
73	Riverside CCD	Norco College	Norco	CA	92860
74	Riverside CCD	Riverside City College	Riverside	CA	92506
75	San Bernardino CCD	Crafton Hills College	Yucaipa	CA	92399
76	San Bernardino CCD	San Bernardino Valley College	San Bernardino	CA	92410
77	San Diego CCD	San Diego City College	San Diego	CA	92101
78	San Diego CCD	San Diego Mesa College	San Diego	CA	92111
79	San Diego CCD	San Diego Miramar College	San Diego	CA	92126
80	San Francisco CCD	City College of San Francisco	San Francisco	CA	94112
81	San Joaquin Delta CCD	San Joaquin Delta College	Stockton	CA	95207
82	San Jose-Evergreen CCD	Evergreen Valley College	San Jose	CA	95135
83	San Jose-Evergreen CCD	San Jose City College	San Jose	CA	95128
84	San Luis Obispo County CCD	Cuesta College	San Luis Obispo	CA	93403
85	San Mateo County CCD	Cañada College	Redwood City	CA	94061
86	San Mateo County CCD	College of San Mateo	San Mateo	CA	94402
87	San Mateo County CCD	Skyline College	San Bruno	CA	94066
88	Santa Barbara CCD	Santa Barbara City College	Santa Barbara	CA	93109
89	Santa Clarita CCD	College of the Canyons	Santa Clarita	CA	91355
90	Santa Monica CCD	Santa Monica College	Santa Monica	CA	90405
91	Sequoias CCD	College of the Sequoias	Visalia	CA	93277
92	Shasta-Tehama-Trinity Joint CCD	Shasta College	Redding	CA	90405

93	Sierra Joint CCD	Sierra College	Rocklin	CA	95677
94	Siskiyou Joint CCD	College of the Siskiyous	Weed	CA	96094
95	Solano CCD	Solano Community College	Fairfield	CA	94534
96	Sonoma County JCD	Santa Rosa Junior College	Santa Rosa	CA	95401
97	South Orange County CCD	Irvine Valley College	Irvine	CA	92720
98	South Orange County CCD	Saddleback College	Mission Viejo	CA	92692
99	Southwestern CCD	Southwestern College	Chula Vista	CA	91910
100	State Center CCD	Clovis College	Fresno	CA	93730
101	State Center CCD	Fresno City College	Fresno	CA	93741
102	State Center CCD	Reedley College	Madera	CA	93938
103	Ventura County CCD	Moorpark College	Moorpark	CA	93201
104	Ventura County CCD	Oxnard College	Oxnard	CA	93033
105	Ventura County CCD	Ventura College	Ventura	CA	93003
106	Victor Valley CCD	Victor Valley College	Victorville	CA	92392
107	West Hills CCD	West Hills College Coalinga	Coalinga	CA	93210
108	West Hills CCD	West Hills College Lemoore	Lemoore	CA	93245
109	West Kern CCD	Taft College	Taft	CA	93268
110	West Valley-Mission CCD	Mission College	Santa Clara	CA	95054
111	West Valley-Mission CCD	West Valley College	Saratoga	CA	95070
112	Yosemite CCD	Columbia College	Sonora	CA	95370
113	Yosemite CCD	Modesto Junior College	Modesto	CA	95350
114	Yuba CCD	Woodland Community College	Woodland	CA	95776
115	Yuba CCD	Yuba College	Marysville	CA	95901

Exhibit E, Section 2
Supplier Resources and References

List of Association of Independent California Colleges & Universities (AICCU)

	Institution	City	State	Zip
1	American Jewish University	Bel Air	CA	90077
2	Antioch University	Culver City	CA	90230
3	Art Center College of Design	Pasadena	CA	91103
4	Azusa Pacific University	Azusa	CA	91702
5	Biola University	La Mirada	CA	90639
6	Brandman University	Irvine	CA	92618
7	California Baptist University	Riverside	CA	92504
8	California College of the Arts	San Francisco	CA	94107
9	California Institute of Integral Studies	San Francisco	CA	94103
10	California Institute of Technology	Pasadena	CA	91125
11	California Institute of the Arts	Valencia	CA	91355
12	California Lutheran University	Thousand Oaks	CA	91360
13	Chapman University	Orange	CA	92866
14	Charles R. Drew University	Los Angeles	CA	90059
15	Chicago School of Professional Psychology	Los Angeles	CA	90017
16	Claremont Graduate University	Claremont	CA	91711
17	Claremont McKenna College	Claremont	CA	91711
18	Columbia College Hollywood	Tarzana	CA	91356
19	Concordia University Irvine	Irvine	CA	92612
20	Dominican University of California	San Rafael	CA	94901
21	Fielding Graduate University	Santa Barbara	CA	93105
22	Fresno Pacific University	Fresno	CA	93702
23	Golden Gate University	San Francisco	CA	94105
24	Harvey Mudd College	Claremont	CA	91711
25	Holy Names University	Oakland	CA	94619
26	Humphreys University	Stockton	CA	95207
27	International Technological University	San Jose	CA	95134
28	John F. Kennedy University	Pleasant Hill	CA	94523
29	John Paul the Great Catholic University	Escondido	CA	92025
30	Keck Graduate Institute	Claremont	CA	91711
31	La Sierra University	Riverside	CA	92505
32	Laguna College of Art + Design	Laguna Beach	CA	92651
33	Life Pacific College	San Dimas	CA	91733
34	Loma Linda University	Loma Linda	CA	92350
35	Los Angeles Pacific University	San Dimas	CA	91733
36	Loyola Marymount University	Los Angeles	CA	90045
37	Marymount California University	Rancho Palos Verdes	CA	90275
38	Menlo College	Atherton	CA	94027
39	Mills College	Oakland	CA	94613
40	Mount Saint Mary's University	Los Angeles	CA	90049

41	National University	San Diego	CA	92037
42	Notre Dame de Namur University	Belmont	CA	94002
43	Occidental College	Los Angeles	CA	90041
44	Otis College of Art and Design	Los Angeles	CA	90045
45	Pacific McGeorge School of Law	Sacramento	CA	95817
46	Pacific Oaks College	Pasadena	CA	91103
47	Pacific Union College	Angwin	CA	94508
48	Palo Alto University	Palo Alto	CA	94304
49	Pepperdine University	Malibu	CA	90263
50	Pitzer College	Claremont	CA	91711
51	Point Loma Nazarene University	San Diego	CA	92106
52	Pomona College	Claremont	CA	91711
53	Providence Christian College	Pasadena	CA	91104
54	Saint Mary's College of California	Moraga	CA	94556
55	Samuel Merritt University	Oakland	CA	94609
56	San Diego Christian College	Santee	CA	92071
57	San Francisco Art Institute	San Francisco	CA	94133
58	San Francisco Conservatory of Music	San Francisco	CA	94102
59	Santa Clara University	Santa Clara	CA	95050
60	Saybrook University	Oakland	CA	94612
61	Scripps College	Claremont	CA	91711
62	Simpson University	Redding	CA	96003
63	Soka University of America	Aliso Viejo	CA	92656
64	Southern California Institute of Architecture	Los Angeles	CA	90013
65	Southern California University of Health Sciences	Whittier	CA	90604
66	Stanford University	Stanford	CA	94305
67	TCS Education System	Oakland	CA	94612
68	The Master's University	Santa Clarita	CA	91321
69	Thomas Aquinas College	Santa Paula	CA	93060
70	Tuoro University California	Vallejo	CA	94592
71	University of La Verne	La Verne	CA	91750
72	University of Redlands	Redlands	CA	92374
73	University of Saint Katherine	San Marcos	CA	92069
74	University of San Diego	San Diego	CA	92110
75	University of San Francisco	San Francisco	CA	94117
76	University of Southern California	Los Angeles	CA	90089
77	University of the Pacific	Stockton	CA	95211
78	University of the West	Rosemead	CA	91700
79	Vanguard University of Southern California	Costa Mesa	CA	92626
80	Western University of Health Sciences	Pomona	CA	91766
81	Westmont College	Santa Barbara	CA	93108
82	Whittier College	Whittier	CA	90608
83	William Jessup University	Rocklin	CA	95765
84	Woodbury University	Burbank	CA	91504



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

Exhibit F

Additional Terms and Conditions – Accessibility & Technology Infrastructure

Exhibit F: ADDITIONAL TERMS AND CONDITIONS
ACCESSIBILITY & TECHNOLOGY INFRASTRUCTURE

1. **ADA / Accessibility.** With respect to ADA compliance, the vendor shall have the following capabilities.
 - a) Conform to section 508 of the Rehabilitation Act (<http://www.section508.gov/section-508-standards-guide>) and WCAG 2.0, Level AA (<http://www.w3.org/TR/WCAG20/>) specifications.
 - b) Comply with all applicable FCC regulations regarding advanced communications services (<http://www.fcc.gov/encyclopedia/advanced-communications-services-ac>s).
 - c) Provide support for multi-modal advanced communications services to facilitate communications between individuals using digital text, audio, and video.
 - d) Resolve immediately any accessibility issues that are discovered or encountered by end users, and communicate a concrete timeframe for resolving the issue(s).
 - e) On an annual basis, provide an updated VPAT.
 - f) Supplier commits to third party review of accessibility from providers listed in this Exhibit demonstrating compliance with Section 508 and WCAG 2.0 AA standards, within 12-months of contract execution.
2. **Accessibility Clause.** Supplier warrants that their software, products and services adhere to *Section 508 of the Rehabilitation Act of 1973* and is fully compliant with the Web Content Accessibility Guidelines 2.0, Level AA (WCAG 2.0, AA) standards for accessibility. Credible verification and/or documentation regarding the accessibility of the software, product, or service will be provided by the Supplier upon request. If portions of the software or user experience are discovered to be non-compliant at any point, the Foundation (on behalf of the Chancellor's Office or other colleges/agencies participating under this agreement) will notify Supplier immediately. If any student accommodation is found to be necessary due to an identifiable lack of accessibility in the Supplier software, the cost for accommodation will be paid by Supplier upon request by the Foundation, once verified that the student accommodation conforms with Section 508 of the Rehabilitation Act of 1973 and that the noncompliance did not arise from intermediary interference (e.g., virus protection software, web browser problems, or out of date assistive technology) or a student's inability to properly utilize compliant assistive technology. If necessary, an independent and mutually agreed upon, 3rd party accessibility firm may be used to validate the lack of software accessibility. Reasonability of cost for accommodation will be upon mutual agreement by Supplier and the Foundation.
3. **Security.** Supplier shall provide Licensee with general system security including: (a) physical security of the hosting location, (b) limiting access to Licensee's stored information to individual Vendor employees directly connected with maintaining the database or the associated application software; (c) plans for managing disaster recovery.
4. **Data Security.** Vendor has implemented and shall maintain at least industry acceptable standard systems and procedures to ensure the security, confidentiality and integrity of User Data and to reasonably protect against anticipated threats or hazards to the security or integrity of User Data, and against unauthorized access to, use or disclosure of User Data.
5. **Security Updates.**
 1. Participating Agency will be notified of any changes to Supplier security policies with 90-days advance notice. If any changes are deemed unacceptable, Supplier will work with Participating Agency to arrive at mutually-acceptable security policy terms.
 2. Supplier promises to update the risk assessment and related safeguards at least annually. Upon request by the Participating Agency, Supplier agrees to provide documentation sufficient to demonstrate Supplier's security compliance.

6. **Access to Information/IT Assets.** Supplier acknowledges and agrees that during the course of Supplier's business relationship with the Participating Agency, Supplier will not access data, files, or any other stored information not necessary for Supplier's work pursuant to this agreement, unless there has been prior approval by an authorized Participating Agency representative. Supplier acknowledges and agrees that the Participating Agency's computers, applications, information storage, networks, and telecommunications systems, including telephones and facsimiles, ("IT Assets") are the Participating Agency's property. The IT Assets will be used only by properly identified, authenticated, and authorized individuals and will be used solely for the Participating Agency's business. All messages, content, data, information, and files composed, stored, sent, or received on the IT Assets are the property of the Participating Agency, and Supplier acknowledges and agrees that Supplier has no expectation of privacy with respect to the use of the IT Assets.

7. **Data Sharing.**

1. All data shared between the parties or collected by Supplier on behalf of Participating Agency in meeting the terms of this contract is confidential and remains the property of Participating Agency. No data of any sort can be released to third parties without the written consent of Participating Agency. Data shared with third party companies remains the sole property of Participating Agency.
2. Data shared or collected must be stored in the United States of America.
3. All PII Data must be encrypted at all times, both at rest and in transit.
4. Data shared between the parties will be transmitted using Secure FTP or other equivalent encryption based protocol. Under no circumstances will the parties share employee Personally Identifiable Information via non-secure methods such as public email.
5. Data will be shared at mutually agreed upon times between the parties.
6. Employee data to be shared with and/or collected by Supplier will be limited to Employee SSN, EID (not Banner ID but the Alternate ID), Prefix, First, MI, Last, Suffix, DOB, Sex, Marital Status, Country, Pay Group, Department, Title, TTE, Hours Per Week, Hire Date, Address, City, State, Zip, Home Phone, Work Phone, Email, Personal Email, Payroll Frequency, Deduction Frequency, Gross Salary, Location Number, Location, Job Class, Pay Group, Department Number, Department, Title, FTE, Hours Per Week, Hire Date, Eligibility, Date, Status, Enrollment Status, Termination Date, Event Date, PIN, Require PIN Change, As of, Session UserID, Session City, Hourly Wage, PTO Balance, PTO Cost, Mailing Country, Mailing Address, Mailing City, Mailing State, Mailing Zip, Country of Citizenship, Event Code, Event Description, User ID, Birth Country.
7. Participating Agency will share contact information regarding Carriers and Products limited to Carrier Name, Carrier Product, Contact Name, Phone Number, Title, and Email Address.
8. All data collected, stored, transmitted, and/or otherwise shared between the District and Supplier and Supplier to any third party entities will meet the minimum standards for protection of Personally Identifiable Information (PII) defined in the security controls in section 4.3 of NIST SP 800-122 (Guide to Protecting the Confidentiality of Personally Identifiable Information), and NIST Special Publication 800-53.

8. **Breach Notification and Action.** The California Information Practices Act (California Civil Codes sections 1798, et seq.) requires users to be notified if there is a break-in, or attempted break-in, to any system that may contain personal information. Supplier will coordinate with the Participating Agency to promptly notify Participating Agency's users in the event of any break-in or attempted break-in to Supplier provided software systems or security protocols, network(s), or data center(s) which contain personal records of the Participating Agency's users. Supplier shall report any confirmed or suspected breach to Participating Agency upon discovery, both orally and in writing, but in no event more than two (2) business days after Supplier reasonably believes the breach to have occurred, unless Supplier is otherwise prohibited by other applicable law from providing such notice to Participating Agency. Supplier's report shall identify: (i) the nature of the unauthorized access, use or disclosure; (ii) the protected information accessed, used and disclosed; (iii) the person(s) who accessed, used and disclosed and/or received the protected information (if known); (iv) what Supplier has done or will do to mitigate the deleterious effect of the unauthorized access,

use or disclosure; and (v) what corrective action Supplier has taken or will take to prevent further unauthorized access, use or disclosure. Supplier will cooperate with Participating Agency in complying with the notification requirements of California Civil Code sections 1798.29 and 1798.82. All costs associated with breach including but not limited to notification, claims and reparations are the sole responsibility of Supplier.

9. **Business and Other Proprietary Information.** Vendor agrees that business and other proprietary information of any type generated in connection with work related to the Participating Agency's operations is confidential. Such information may include, but is not limited to, business discussions and deliberations, compliance-related information, meeting minutes, documents, network transmissions, electronically or magnetically stored data/records, and personal information related to the Participating Agency's employees or clients/customers/students. "Personal information" is defined broadly to include any and all information that could be used to identify an individual or could cause harm to the individual (e.g. photographs, email addresses, passwords, social security numbers, credit card information, etc.). Such information will not be accessed, used or disclosed for any reason other than to conduct the work pursuant to this agreement. Business and other proprietary information obtained or learned during the course of Vendor's relationship with the Participating Agency will not be (i) disclosed to any unauthorized party, or (ii) used or disclosed after termination of the relationship. Vendor promises to return or destroy all business and other proprietary information to the Participating Agency within 14 days after termination of the relationship between the parties.
10. **Ownership of Institution Data.** Participating Agency, and/or its suppliers and affiliates, retains all right, title and interest (including, without limitation, all proprietary rights) to Participating Agency Data and Institution Applications except for rights granted to Vendor and its affiliates under this Agreement. Except as otherwise provided herein, upon termination or cancellation of this Agreement for any reason, Vendor shall return all Participating Agency Data to Participating Agency in an agreed upon format, or destroy, at Participating Agency's option.
11. **Return of Materials.** Upon expiration or termination of this Agreement or the licenses granted hereunder, Participating Agency shall immediately return to Vendor all Licensed Software/Technology and Documentation provided to Licensee, as well as any and all copies thereof. Vendor agrees to cooperate with Licensee to facilitate the retrieval and download of all Licensee data collected by and stored in the Licensed System. Upon Licensee's receipt of the data, Vendor will certify that all Licensee data has been thoroughly and completely removed from the Licensed System.
12. **Nondisclosure of User Data.** Vendor shall hold all User Data in strict confidence and with the same standard of care it uses to protect its own information of a similar nature and shall not use User Data for any purpose other than to provide the Service or as may be authorized in writing by Institution. Vendor shall not disclose User Data to any other party except: (a) to Vendor employees, agents, subcontractors and service providers, to whom User Data needs to be disclosed for the purpose of providing the Service; (b) as required by law, or to respond to duly authorized information requests of police and governmental authorities or to comply with any facially valid subpoena or court order; (c) protect the rights or property of Vendor or Vendor customers, including the enforcement of Vendor agreements or policies governing Institution's use of the Service; or (d) as authorized by Institution in writing. Vendor shall undertake efforts reasonably calculated to ensure that Vendor employees, agents, and subcontractors with access to User Data are aware of Vendor's obligations under this Agreement and are placed under an obligation of confidentiality with respect thereto.

CERTIFIED THIRD-PARTY ACCESSIBILITY PROVIDERS

Tenon

Contact: Patrick McGovern, Account Manager

E-mail: patrick@tenon.io

Phone: 216-496-3481

Website: <https://tenon.io/>

Tech 4 All Consulting

Contact: Rick Bowes

E-mail: rbowes@tfaconsulting.com

Phone: 781-934-7432

Website: www.tfaconsulting.com

The Paciello Group

Contact: Brian Landrigan

E-mail: blandrigan@paciellogroup.com

Phone: 603-882-4122

Website: www.paciellogroup.com

Knowbility

Contact: Ron Hicks, Business Development Director

E-mail: ronhicks@knowbility.org

Phone: 512-527-3138, ext. 101

Website: www.knowbility.org

Level Access (formerly SSB Bart-Group)

Contact: Jason Crossett, Account Manager

E-mail: jason.crossett@ssbbartgroup.com

Phone: 415-579-9619

Website: <https://www.levelaccess.com/>

AccessibilityOz

Contact: Gian Wild, CEO

E-mail: gian@accessibilityoz.com

Phone: 206-701-6363 (Cell US) / 042 442 6262 (Cell Australia)

Website: www.accessibilityoz.com

Deque

Contact: Stefani Cuschnir, Business Development Manager

E-mail: stefani.cuschnir@deque.com

Phone: 703-909-8084

Website: www.deque.com

Equal Entry

Contact: Elise Cooper

E-mail: elise@equalentry.com

Website: www.equalentry.com



FOUNDATION for CALIFORNIA
COMMUNITY COLLEGES
www.foundationccc.org

AMENDED ADMINISTRATIVE SERVICES AGREEMENT

between

THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

and

LINK-SYSTEMS INTERNATIONAL, INC.

00002234

Effective **August 1, 2019**, the Foundation for California Community Colleges (“Foundation”), a 501(c)(3) nonprofit organization, and **Link-Systems International, Inc.**, entered into an Administrative Services Agreement (“Agreement”) for the purpose of providing certain products and services to Participating Public or Private Agencies.

WHEREAS, the parties now wish to amend the terms of the Agreement as indicated below.

NOW, THEREFORE, the parties by mutual consent hereby amend the Agreement as follows:

1. **Amendment to Exhibit A – Service Level Agreement, Section 3: Service Details.** The parties now wish to add:

3.6. CANCELLATION POLICY. For appointments canceled less than 24 hours in advance, the full duration of the scheduled session will be charged to the institution.

3.7. NO-SHOW POLICY. If a student doesn’t show up for an appointment, the full duration of the scheduled session will be charged to the institution.

All other terms of the Agreement shall remain unchanged and in full force and effect.

Signature Page to Follow

THE PARTIES HEREBY EXECUTE THIS AMENDED AGREEMENT.

LINK-SYSTEMS INTERNATIONAL, INC.

By: *Vincent Forese*
Vincent Forese (Dec 20, 2019)

Print Name: Vincent Forese

Title: President

Date: Dec 20, 2019

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES**

By: *Jorge J.C. Sales*

Print Name: Jorge J.C. Sales

Title: Executive Director of Program Development

Date: Dec 19, 2019

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES**

By: *Joseph Quintana*

Print Name: Joseph Quintana

Title: Chief Operating Officer

Date: Dec 19, 2019



FOUNDATION for CALIFORNIA
COMMUNITY COLLEGES
www.foundationccc.org

AMENDED ADMINISTRATIVE SERVICES AGREEMENT

between

THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

and

LINK-SYSTEMS INTERNATIONAL, INC.

Agreement No. 00002234

Amendment No. 02

Effective **August 1, 2019**, the Foundation for California Community Colleges (“Foundation”), a 501(c)(3) nonprofit organization, and **Link-Systems International, Inc.** entered into an Administrative Services Agreement (“Agreement”) for the purpose of providing certain products and services to Participating Agencies.

WHEREAS, the parties now wish to amend the terms of the Agreement as indicated below.

NOW, THEREFORE, the parties by mutual consent hereby amend the Agreement by adding the following:

1. **Addendum to Exhibit B (Pricing).** Contingent upon availability of funds in the current fiscal year, the California Virtual Campus - Online Education Initiative (CVC - OEI), on behalf of the California Community Colleges system, shall purchase NetTutor for all California Community Colleges for the remainder of the 2019-2020 fiscal year (March 19, 2020 to June 30, 2020).

Costs for expanded access to NetTutor and expected increases in overall usage, are not to exceed \$400,000.00 for the applicable service period (as noted above). Detailed pricing structure is noted in Table 1 below:

Table 1: NetTutor Pricing Agreement - FY 2019-2020

RTR Annual License (July 01, 2019 to June 30, 2020)	\$50,000
Pisces Annual License (July 01, 2019 to June 30, 2020)	\$75,000

NetTutor (August 01, 2019 to June 30, 2020) - Consortium Colleges	\$475,000
Subtotal - Original NetTutor Contract - FY 2019-2020	\$600,000
NetTutor (March 19, 2020 to June 30, 2020) - Non-Consortium Colleges & Increased Usage	\$400,000
Total Not to Exceed Amount - FY 2019-2020	\$1,000,000

Supplier will continue to invoice the CVC-OEI on a monthly basis based on billable tutoring hours.

All other terms of the Agreement shall remain unchanged and in full force and effect.

THE PARTIES HEREBY EXECUTE THIS AMENDED AGREEMENT.

LINK-SYSTEMS INTERNATIONAL, INC.

By: Vincent Forese
Vincent Forese (Mar 20, 2020)

Print Name: Vincent Forese

Title: President

Date: Mar 20, 2020

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES**

By: Jorge J. Sales

Print Name: Jorge J.C. Sales

Title: Executive Director of Program Development

Date: Mar 19, 2020

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES**

By: Joseph Quintana

Print Name: Joseph Quintana

Title: Chief Operating Officer

Date: Mar 19, 2020



AMENDED ADMINISTRATIVE SERVICES AGREEMENT

between

THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

and

LINK-SYSTEMS INTERNATIONAL, INC.

00002234

Amendment #3

Effective **August 1, 2019**, the Foundation for California Community Colleges (“Foundation”), a 501(c)(3) nonprofit organization, and **Link-Systems International, Inc.** entered into an Administrative Services Agreement (“Agreement”) for the purpose of providing certain products and services to Participating Agencies.

WHEREAS, President Donald J. Trump declared a state of national emergency on March 13, 2020 in response to the COVID-19 crisis and this declaration authorized the Department of Homeland Security’s Federal Emergency Management Agency (FEMA) to provide federal assistance to state, tribal, and eligible local governments and certain private nonprofit organizations on a cost-sharing basis for emergency protective measures (Category B), including direct federal assistance under Public Assistance, for all areas affected by COVID-19 in the state of California;

WHEREAS, subsequent to the President’s March 13, 2020 declaration, FEMA issued a Fact Sheet addressing procurements made during a period of exigent or emergency circumstances directly related to COVID-19, recognizing that procurement may be necessary to save lives, to protect property and public health, and to ensure public safety, as well as to lessen or avert the threat of a catastrophe;

WHEREAS, non-Federal, non-State entities, including Institutions of Higher Education (IHEs) and Private Nonprofit Organizations (PNPs), may use federal funds to pay or reimburse their expenses for equipment or services under a contract using FEMA funds as long as they contain the required and applicable clauses provided in *Appendix II to the Uniform Rules* (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) *under 2 C.F.R. § 200.326* ([link](#));

WHEREAS, the Foundation (a PNP) wishes to amend Agreement to contain said clauses for the purposes of allowing California Community Colleges (federally designated as IHEs, and party to this agreement as Participating Agencies, pursuant to California Public Contract Code Section 20652) the opportunity to seek reimbursement through FEMA's Public Assistance Program;

WHEREAS, reimbursement is contingent upon FEMA approval and cannot be guaranteed by the Foundation; and

WHEREAS, the Foundation's bidding and contracting processes are in accordance with *California's Public Contract Code* ([link](#)) and meets both federal Interagency and Cooperative Agreement distinctions utilized by Participating Agencies via piggyback procurement action;

WHEREAS, the following provisions shall modify, delete, and/or add to the Terms and Conditions and General Provisions. Where any article, paragraph, or subparagraph in the Terms and Conditions and General Provisions is supplemented by one of the following paragraphs, the provisions of such article, paragraph, or subparagraph shall remain in effect and the following paragraphs shall be considered as added thereto. Where any article, paragraph, or subparagraph in the Terms and Conditions and General Provisions is amended, voided, or superseded by any of the following paragraphs, the provisions of such article, paragraph, or subparagraph not so amended, voided, or superseded shall remain in effect.

NOW, THEREFORE, the parties by mutual consent hereby amend the Agreement, only to the degree the Agreement is financed by FEMA funds, as follows:

1. REMEDIES

This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Sacramento, subject to transfer of venue under applicable State law.

- a. Indemnification.** Supplier, its heirs and/or its assigns ("Indemnitor") will indemnify, defend and hold Foundation, and its directors, officers, employees, its Participating Agencies, and agents (collectively "Indemnitees") harmless from all losses, liabilities, claims, demands, costs, expenses and damages, including reasonable attorneys' fees and costs, resulting from, arising out of, or connected with (a) the performance of its obligations under this Agreement or omissions relating to same by Indemnitor, Indemnitor's employees, Indemnitor's subcontractors, or any person or entity for whom Indemnitor is responsible; (b) any breach by Indemnitor of this Agreement; (c) Indemnitor's or Indemnitees' infringement or misappropriation of any intellectual property rights relating, in any way, to the performance of Services and/or (d) any willful or negligent act or omission by Indemnitor or any person or entity for whom Indemnitor is responsible. Indemnitor's indemnification obligations will not be limited by any assertion or finding that (1) Indemnitees are liable by reason of non-delegable duty, or (2) losses were caused in part by the negligence, breach of contract, or violation of law by Indemnitees. Foundation must approve the extension of all settlement offers and approval will not be unreasonably withheld. The Indemnitor will furnish Indemnitees with all related evidence in its control regardless of any disputes. The duty to defend (including by counsel) shall arise regardless of any claim or assertion including, but not limited to,

those claims or assertions that Indemnitees caused or contributed to the losses, liabilities, claims, demands, costs, expenses or damages. Nothing in this Agreement shall constitute a waiver or limitation of any rights which Indemnitees may have under applicable law, including without limitation, the right to implied/equitable indemnity.

2. TERMINATION FOR CAUSE AND CONVENIENCE

This Agreement may be terminated by the Foundation or Contractor, for any reason, without penalty, at any time by providing the other party with written notice of the termination at least thirty (30) days in advance.

The payment obligations of the purchaser must be complied with, as set forth in the Agreement.

3. EQUAL EMPLOYMENT OPPORTUNITY

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

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section,

and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- e. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted

construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. *Overtime Requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. *Violation; Liability for Unpaid Wages; Liquidated Damages.* In the event of any violation of the clause set forth in paragraph 1 of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section.
- c. *Withholding for Unpaid Wages and Liquidated Damages.* The Participating Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section.
- d. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

5. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. Clean Air Act

- i. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - ii. The Contractor agrees to report each violation to the Participating Agency and understands and agrees that the Participating Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - iii. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- b. Federal Water Pollution Control Act
 - i. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - ii. The Contractor agrees to report each violation to the Participating Agency and understands and agrees that the Participating Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - iii. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

6. DEBARMENT AND SUSPENSION

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by Participating Agency. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Participating Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

7. BYRD ANTI LOBBYING AMENDMENT 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification, attached hereto as Attachment 1. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

8. PROCUREMENT OF RECOVERED MATERIALS

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired -
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program/>.
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

9. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- a. The Contractor agrees to provide Participating Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- d. In compliance with the Disaster Recovery Act of 2018, the Participating Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

10. DHS SEAL, LOGO AND FLAGS

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

11. COMPLIANCE WITH FEDERAL LAW, REQUISITIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

12. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

13. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

All other terms of the Agreement shall remain unchanged and in full force and effect.

THE PARTIES HEREBY EXECUTE THIS AMENDED AGREEMENT.

LINK-SYSTEMS INTERNATIONAL, INC.

By: 
Vincent Forese (Oct 2, 2020 15:24 EDT)

Print Name: Vincent Forese

Title: President

Date: Oct 2, 2020

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES**

By: 

Print Name: Jorge J.C. Sales

Title: Executive Director of Program Development

Date: Oct 2, 2020

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES**

By: 

Print Name: Joseph Quintana

Title: Chief Operating Officer

Date: Oct 2, 2020

ATTACHMENT 1

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, **Link-Systems International, Inc.**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Vincent Forese
Vincent Forese (Oct 2, 2020 15:24 EDT)

Signature of Contractor's Authorized Official

Vincent Forese
Name of Contractor's Authorized Official

President
Title of Contractor's Authorized Official

Oct 2, 2020
Date



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

*Benefiting, Supporting, and Enhancing
the California Community Colleges*

1102 Q Street, Suite 4800
Sacramento, California 95811-6549
Toll-Free Telephone: 866.325.3222
Facsimile: 916.325.0844
www.foundationccc.org

May 19, 2022

Link Systems International, Inc.
1045 Willamette St.
Eugene, OR 97401
Attn: Vincent Forese

**Re: Administrative Services Agreement #0000-2234
Notification of Extension**

Dear Mr. Forese,

Pursuant to Section III.6 (Term) of the above-referenced Administrative Services Agreement (Agreement) between the Foundation for California Community Colleges (Foundation) and Link Systems International, Inc. the Foundation is exercising its option to extend the Agreement for an additional year, from August 1, 2022, to August 1, 2023. All other terms and conditions of the Agreement shall remain in full force and effect.

If you have any questions or need additional information, please contact Jorge J.C. Sales, Vice President of Program Development at (916) 491-4467.

Sincerely,

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES


Jennifer Keiper (May 25, 2022 14:43 PDT)

Jennifer Keiper
Senior Director, CollegeBuys


JORGE SALES (Jun 6, 2022 15:43 PDT)

Jorge J.C. Sales
Vice President of Program
Development

Approved by:

Link Systems International, Inc.



Vincent Forese
President