**STATE OF TEXAS** §
§
**COUNTY OF FORT BEND** §

**BRAINFUSE, INC.'S AGREEMENT FOR ONLINE HOMEWORK TUTOR FOR LIBRARIES**
**(RFP 26-054)**

THIS AGREEMENT is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Brainfuse, Inc., ("Brainfuse"), a company authorized to conduct business in the State of Texas (hereinafter collectively referred to as the "parties").

WHEREAS, County desires that Brainfuse provide online homework tutor services (hereinafter the "Services") pursuant to RFP 26-054; and the terms set forth in this Agreement; and

WHEREAS, Brainfuse represents that it is qualified and desires to perform such Services; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

1. **Term**. The term of this Agreement is effective October 1, 2026 through September 30, 2027, renewable annually for four (4) years (through September 30, 2031) by the parties upon the written consent of both parties, unless otherwise terminated sooner pursuant to the Agreement. Such mutual consent to renew this Agreement shall take place at least 15 days prior to the expiration of the Agreement. Any renewals to this Agreement will follow the pricing structure established in Brainfuse's Proposal, attached hereto as Exhibit "B" and fully incorporated by reference.

   Brainfuse shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.

2. **Scope of Services.** Brainfuse will render Services to County that meet or exceed the requirements listed in the advertised specifications of RFP 26-054, attached hereto as Exhibit "A" and incorporated fully by reference; and Brainfuse's Proposal, attached hereto as Exhibit "B" and fully incorporated by reference.

   All performance of the Scope of Services by Brainfuse including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3. **Payment; Non-appropriation; Taxes.** County will pay Brainfuse based on the following procedures: upon completion of the tasks identified in the Scope of Services, Brainfuse shall submit to County two (2) original copies of invoices showing the amounts due for Services performed in a form acceptable to County. County shall review such invoices and approve

them within 30 calendar days with such modifications as are consistent with this Agreement and forward the same to the Auditor for processing. County shall pay each approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE.

4. **Limit of Appropriation.** Brainfuse clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Forty-Five Thousand, and 00/100 dollars ($45,000.00), specifically allocated to fully discharge any and all liabilities County may incur. Brainfuse does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Brainfuse may become entitled to and the total maximum sum that County may become liable to pay to Brainfuse shall not under any conditions, circumstances, or interpretations thereof exceed Forty-Five Thousand, and 00/100 dollars ($45,000.00). In no event will the amount paid by the County for all services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.

   Additional funding for any renewal terms of this Agreement is contingent upon further appropriations from the County's Commissioners Court; the appropriation of additional funds is not guaranteed.

5. **Public Information Act and Open Meetings Act.** Brainfuse expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Brainfuse shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

   Brainfuse expressly acknowledges that County is subject to the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will comply with the provisions of the Texas Open Meetings Act in relation to the Agreement.

6. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Brainfuse for any reason are hereby deleted.

   Brainfuse shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of Brainfuse, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of Brainfuse or any of Brainfuse's agents, servants or employees.

   a. Brainfuse shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Brainfuse in the defense of each matter.

   b. Brainfuse's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

   c. In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Brainfuse, Brainfuse shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Brainfuse are
   not at issue in the matter.

   d. Brainfuse's indemnification shall cover, and Brainfuse agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Brainfuse to perform the work described in this request.

   e. The provision by Brainfuse of insurance shall not limit the liability of Brainfuse under an agreement.

   f. Brainfuse shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Brainfuse's operations. Such provisions shall be in form satisfactory to Fort Bend County.

   g. Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance

policy. The payment of deductibles shall be the sole responsibility of Brainfuse and/or trade contractor providing such insurance.

7. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by Brainfuse in any way associated with the Agreement.

8. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content.
   a. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Brainfuse verifies Brainfuse does not boycott Israel and will not boycott Israel during the term of this Agreement.
   b. Texas Government Code § 2252.152 Acknowledgment: By signature below, Brainfuse represents pursuant to § 2252.152 of the Texas Government Code, that Brainfuse is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under § 806.051, § 807.051, or § 2252.153.

9. **Modifications and Waivers**. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute. No other provisions to this Agreement apply except for the terms which appear and/or are incorporated into this Agreement and the attached exhibits.

10. **Human Trafficking**. BY ACCEPTANCE OF CONTRACT, BRAINFUSE ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

11. **Use of Customer Name**. Brainfuse may use County's name without County's prior written consent only in any of Brainfuse's customer lists, any other use must be approved in advance by County.

12. **Product Assurance.** Brainfuse represents and warrants that its hardware, software and any related systems and/or services related to its software and/or hardware (collectively, the "Product") furnished by Brainfuse to County will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. Brainfuse will, at its expense, defend any suit brought against County and will indemnify County

against an award of damages and costs (including reasonable attorney fees, court costs and appeals), made against County by settlement or final judgment of a court that is based on a claim that the use of Brainfuse's Product infringes an intellectual property right of a third party. Such defense and indemnity shall survive termination or expiration of the Agreement and Brainfuse's liability for the above is not limited by any limitation of liability clauses that may appear in any document executed by the parties.

13. **Performance Warranty.** Brainfuse warrants to County that Brainfuse has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Brainfuse will apply that skill and knowledge with care and diligence to ensure that the services provided hereunder will be performed and delivered in accordance with the highest professional standards.

    Brainfuse warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached exhibits.

14. **Conflict.** In the event there is a conflict, the following will have priority with regard to the conflict: first: this document titled Brainfuse, Inc.'s Agreement for Online Homework Tutor for Libraries (RFP 26-054); second: RFP 26-054, attached hereto as Exhibit "A" and incorporated fully by reference; and third: Brainfuse's Proposal, attached hereto as Exhibit "B" and incorporated fully by reference.

15. **Understanding, Fair Construction.** By execution of this Agreement, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Agreement. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

16. **Inspection of Books and Records**. Brainfuse will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Brainfuse for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four (4) years.

17. **Captions**. The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

18. **Electronic and Digital Signatures.** The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

19. **County Data**. Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code.

20. **Assignment and Delegation**.

    20.1. Neither party may assign any of its rights under this Agreement, except with the

prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

20.2. Neither party may delegate any performance under this Agreement.

20.3. Any purported assignment of rights or delegation of performance in violation of this Section is void.

20.4. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County.

21. **Successors and Assigns**. County and Brainfuse bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

22. **Ownership and Reuse of Documents**. All documents, data, reports, research, graphic presentation materials, etc., developed by Brainfuse as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under § 3 for work performed. Brainfuse shall promptly furnish all such data and material to County on request.

23. **Personnel**. Brainfuse represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that Brainfuse shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

    All employees of Brainfuse shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Brainfuse or agent of Brainfuse who, in the opinion of County, is incompetent or by his conduct becomes detrimental to providing Services pursuant to this Agreement shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

    When performing Services for County, Brainfuse shall comply with, and ensure that all Brainfuse Personnel comply with, all rules, regulations and policies of County that are communicated to Brainfuse in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

24. **Compliance with Laws**. Brainfuse shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement,

including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Brainfuse shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

25. **Confidential Information.** Brainfuse acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Brainfuse or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Brainfuse shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Brainfuse) publicly known or is contained in a publicly available document; (b) is rightfully in Brainfuse's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Brainfuse who can be shown to have had no access to the Confidential Information.

    Brainfuse agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Brainfuse uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Brainfuse shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Brainfuse shall advise County immediately in the event Brainfuse learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Brainfuse will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Brainfuse against any such person. Brainfuse agrees that, except as directed by County, Brainfuse will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Brainfuse will promptly turn over to County all documents, papers, and other matter in Brainfuse's possession which embody Confidential Information.

    Brainfuse acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Brainfuse acknowledges and

agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

Brainfuse in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

26. **Termination**.

26.1. Termination for Convenience. The County may terminate this Agreement at any time upon thirty (30) days written notice.

26.2. Termination for Default. County may terminate the whole or any part of this Agreement for cause in the following circumstances:

(a). If Brainfuse fails to timely perform services pursuant to this Agreement or any extension thereof granted by the County in writing;

(b). If Brainfuse materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

26.3. If, after termination, it is determined for any reason whatsoever that Brainfuse was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with § 26.1 above.

26.4. Upon termination of this Agreement, County shall compensate Brainfuse in accordance with § 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Brainfuse's final invoice for said services will be presented to and paid by County in the same manner set forth in § 3 above.

26.5. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Brainfuse.

26.6. If County terminates this Agreement prior to the termination date, County shall not be subject to any early termination fee or other penalty.

26.7. Upon termination of this Agreement for any reason, if Brainfuse has any property in its possession belonging to County, Brainfuse will account for the same, and dispose of it in the manner the County directs.

27. **Independent Contractor**. In the performance of work or services hereunder, Brainfuse shall

be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Brainfuse or, where permitted, of its subcontractors. Brainfuse and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

28. **Publicity**. Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Brainfuse release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

29. **Third Party Beneficiaries**. This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

30. **Severability**. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

31. **Dispute Resolution**.

    31.1. The parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to this Agreement by negotiation between the parties. In the event the dispute cannot be settled through negotiation, the parties agree to submit the dispute to non-binding mediation.

    31.2. The party requesting mediation shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within ten (10) days of the receipt of such notice, such dispute shall be submitted for mediation.

    31.3. Each party shall be responsible for its own costs associated with the mediation.

    31.4. The requirement to seek mediation shall be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law or equity under any applicable statute of limitations.

    31.5. Brainfuse acknowledges that County is subject to the requirements of the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, the County will comply with the provisions of the Open Meetings Act.

32. **Insurance**. Brainfuse shall submit, with RFP, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance,

Brainfuse may submit, with RFP, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract.

At contract execution, Brainfuse shall furnish County with properly executed certificates of insurance, which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Brainfuse shall provide certified copies of insurance endorsements and/or policies if requested by County. Brainfuse shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Brainfuse shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

(a) Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

(b) Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

(c) Commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

(d) Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than $1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

County and members of the Fort Bend County Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written including Workers' Compensation written on behalf of Brainfuse, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

If required coverage is written on a claims-made basis, Consultant warrants that any retroactive date applicable to coverage under the policy precedes the Effective Date of this Agreement and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Agreement is completed.

33. **Notices**.

33.1. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

33.2. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Purchasing Agent
301 Jackson Street, Suite 201
Richmond, Texas 77469

Contractor: Brainfuse, Inc.
Attn: Troy Weiman
271 Madison Avenue
New York, New York 10016

33.3. A Notice is effective only if the party giving or making the Notice has complied with subsections 33.1 and 33.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

33.3.1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

33.3.2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

**(Execution Page Follows)**

**(Remainder of Page Intentionally Left Blank)**

IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Agreement and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

| **FORT BEND COUNTY** | **BRAINFUSE, INC.** |
|---|---|
| _____ | _____ |
| Presiding Officer | Authorized Agent – Signature |
| _____ | Troy Weiman |
| Date | |
| | Authorized Agent- Printed Name |
| ATTEST: | Director of Accounts |
| _____ | Title |
| Laura Richard, County Clerk | |
| | 08/26/2026 |
| | Date |

**AUDITOR'S CERTIFICATE**

I hereby certify that funds in the amount of **$**_____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

_____
Robert Ed Sturdivant, County Auditor

Exhibit A: RFP 26-054
Exhibit B: Brainfuse's Proposal

I:\AGREEMENTS\2026 Agreements\Purchasing\Purchasing\Brainfuse, Inc (27-Purch-100046)\Brainfuse, Inc.'s Agreement for Online Homework Tutor for Libraries.docx [MN 08.13.2026]

# EXHIBIT A

***Fort Bend County, Texas***
***Request for Proposals***

***Online Homework Tutor for Libraries***
***RFP 26-054***

**SUBMIT RFPS TO:**

**Electronically using the Bonfire Portal :**
**https://fortbendcountytx.bonfirehub.com/portal/**
**Or**
**Fort Bend County Purchasing Department**
**Travis Annex**
**301 Jackson, Suite 201**
**Richmond, TX 77469**

**NOTE: All correspondence must include the term "Purchasing Department" in address to assist in proper delivery.**

**SUBMIT NO LATER THAN:**

**Tuesday, June 2, 2026**
**2:00 PM (Central)**

**LABEL ENVELOPE:**
**(if responding by hard copy)**

**RFP 26-054**
**ONLINE HOMEWORK TUTOR**

***-IF SUBMITTING A HARD COPY SEALED RESPONSE,***
***ALL RFPs MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE OF FORT BEND COUNTY ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE. RFPs RECEIVED AS REQUIRED WILL THEN BE OPENED AND NAMES PUBLICLY READ. RFPs RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.***

***-IF SUBMITTING AN ELECTRONIC SEALED RESPONSE,***
***USING THE "BONFIRE" ELECTRONIC BIDDING PORTAL,***
***USE LINK https://fortbendcountytx.bonfirehub.com/portal/,***
***CLICK THE HELP BUTTON PROVIDED IN THE BONFIRE WEBSITE AS NEEDED.***

Results will not be given by phone.
Results will be provided after final agreement is approved by Commissioners Court.

Fort Bend County is always conscious and extremely appreciative of your effort in the preparation of this solicitation. Requests for information must be in writing through the Bonfire Portal and directed to:
Melissa Stavinoha
Senior Buyer
Melissa.Stavinoha@fortbendcountytx.gov

**Vendor(s) Responsibilities:**

- Download and complete any addendums. (Addendums will be posted on the Bonfire Portal no later than ours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO Not submit responses via email or fax.

Prepared: 4/13/2026
Issued: 5/10/2026

**COUNTY PURCHASING AGENT**
**Fort Bend County, Texas**

# Vendor Information

Brooke Lindemann
Purchasing Agent

Office (281) 341-8640

| | | | |
|---|---|---|---|
| Legal Company Name (top line of W9) | | | |
| Business Name (if different from legal name) | | | |
| Type of Business | ☐ Corporation/LLC ☐ Partnership<br>☐ Sole Proprietor/Individual ☐ Tax Exempt | | Age in Business? |
| Federal ID # or S.S. # | | SAM.gov Unique Entity ID # | |
| SAM.gov CAGE / NCAGE | | | |
| Publicly Traded Business | ___ No ___ Yes Ticker Symbol _____ | | |
| Remittance Address | | | |
| City/State/Zip | | | |
| Physical Address | | | |
| City/State/Zip | | | |
| Phone Number | | | |
| E-mail | | | |
| Contact Person | | | |
| Check all that apply to the company listed above and provide certification number. | DBE-Disadvantaged Business Enterprise ☐<br>SBE-Small Business Enterprise ☐<br>HUB-Texas Historically Underutilized Business ☐<br>WBE-Women's Business Enterprise ☐ | **Certification #** _____<br>**Certification #** _____<br>**Certification #** _____<br>**Certification #** _____ | Cert Date / Exp Date<br>_____ _____<br>_____ _____<br>_____ _____<br>_____ _____ |
| Company's gross annual receipts | <$500,000 _____ | $500,000-$4,999,999 _____ | |
| | $5,000,000-$16,999,999 ___ | $17,000,000-$22,399,999 _____ | >$22,400,000 _____ |
| NAICs codes (Please enter all that apply) | | | |
| Signature of Authorized Representative | | | |
| Printed Name | | | |
| Title | | | |
| Date | | | |

**THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE**

## 1.0 SCOPE OF WORK:

Fort Bend County, Texas (hereafter referred to as the "County") seeks Proposals ("Proposals or RFP") for selection of a Contractor ("Respondent") to provide a live, on-demand online homework help service available seven (7) days a week for students in grades K–12, including AP and introductory college subjects, in Fort Bend County, Texas. The service shall offer one-to-one tutoring with qualified, U.S.-based tutors, available in English and Spanish, across core subjects such as math, science, social studies, and English, with additional support services as applicable. The platform must be web-based, require no downloads, and be accessible from all library locations and remotely, supporting unlimited simultaneous users. The Contractor shall ensure COPPA/CIPA compliance, real-time session monitoring, and data confidentiality. Services shall include technical setup, customer support, staff training, promotional materials, and ongoing quality assurance. Monthly reports detailing usage, performance, and user satisfaction shall be provided. The solution must scale to include future locations, meet WCAG accessibility standards, and align with agreed service hours and pricing based on historical usage.

## 2.0 GUIDELINES:

By virtue of submitting a proposal, interested parties are acknowledging:

2.1 The County reserves the right to reject any or all proposals if it determines that select submissions are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Respondents at any time to gather additional information. Furthermore, the County reserves the right to delete or add scope up until the final contract signing.

2.2 All Respondents submitting agree that their pricing is valid for a minimum of ninety (90) days after proposal submission to the County. Furthermore, the County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, proposal prices shall not include taxes.

2.3 This RFP does not commit the County to award, nor does it constitute an offer of employment or a contract for services. Costs incurred in the submission of this proposal, or in making necessary studies or designs for the preparation thereof, are the sole responsibility of the Respondents. Further, no reimbursable cost may be incurred in the anticipation of award. Proposals containing elaborate artwork, expensive paper and binding and expensive visual or other presentations are neither necessary nor desired.

2.4 In an effort to maintain fairness in the process, all inquiries concerning this procurement are to be directed only to the County's Purchasing Agent in writing. Attempts to contact any members of the County's Commissioners' Court or any other County employee to influence the procurement decision may lead to immediate elimination from further consideration.

2.5 When responding to this RFP, follow all instructions carefully. Submit RFPs content according to the outline specified and submit all hard copy and electronic documents according to the instructions. Failure to follow these instructions may be considered a non-responsive proposal and may result in immediate elimination from further consideration.

## 3.0 PROPOSAL CONTACT:

This RFP is being issued by the County Purchasing Agent on behalf of Fort Bend County, Texas. Thus, responses should be directed to the Purchasing Agent, as outlined below. **Respondents are specifically directed NOT to contact any County personnel for meetings, conferences or technical discussions that are related to this RFP other than as specified herein. Unauthorized contact of any County personnel will likely be cause for rejection of the Respondent's proposal. All communications regarding the RFP shall be directed to the County's Proposal Contact, by utilizing the Q&A feature in the Bonfire portal.** Communication with the Proposal Contact is permitted via the Bonfire portal, email, or written correspondence.

**PROPOSAL CONTACT:**

Melissa Stavinoha
Senior Buyer
Melissa.Stavinoha@fortbendcountytx.gov
Fort Bend County
301 Jackson, Suite 201
Richmond, Texas 77469

## 4.0 SUBMISSION REQUIREMENTS:

4.1

4.1.1 Electronic Sealed Submission Requirements: Use Bonfire Portal Link https://fortbendcountytx.bonfirehub.com/portal/?tab=openOpportunities Click the help button provided in the Bonfire website as needed. Note that this is the preferred method of submission for all Fort Bend County Solicitations. Submissions are required by RFP opening time of 2:00 PM on Tuesday, June 2, 2026.

4.1.2 Hard Copy Sealed Submission Requirements: One (1) original RFP, four (4) identical copies, and one (1) electronic response on a labeled flash drive are required by RFP opening time of 2:00 PM on Tuesday, June 2, 2026. Flash drive must contain only one (1) file in PDF format and must match the respondent's written/original/paper response identically. **If** Excel file(s) are provided with the RFP solicitation, complete the Excel file(s), and save on the flash drive as well in Excel. Respondents are not allowed to modify Excel files. Include a PDF of the completed Excel file(s) within your original response and paper copies. Failure to provide proper original,

flash drive or copies is cause for disqualification. RFP shall be submitted to the address shown below.

4.1.3 Electronic and/or Hard Copy Sealed proposals shall be signed by a person having the authority to bind the firm in a contract.

| | |
|---|---|
| Fort Bend County | RFP Number: R26-054 |
| Purchasing Department | Due Date: Tuesday, June 2, 2026 |
| 301 Jackson, Suite 201 | Time: 2:00 PM (CST) |
| Richmond, TX 77469 | For: Online Homework Tutor |

4.2 Respondents may submit their RFP any time prior to the Opening Date and time. The Respondent's name and address as well as a distinct reference to the RFP number above shall be marked clearly on the hard copy submission. All submissions are time-stamped upon receipt and are securely kept, unopened, until the Opening Date. No responsibility will attach to the County, or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified. No oral, telegraphic, telephonic, or facsimile proposals will be considered.

4.3 Submissions may be modified or withdrawn prior to the established opening date by delivering written notice to the proposal contact. Any alteration made prior to opening date and time shall be initialed by the signer of the proposal, guaranteeing authenticity.

4.4 Submissions time-stamped after the due date and time will not be considered and will be returned to the Respondent unopened. Regardless of the method used for delivery, respondents shall be wholly responsible for the timely delivery of submitted RFPs.

4.5 The Respondent's name and address shall be clearly marked on all hard copies of the submission.

## 5.0 INCURRED COSTS:

Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the County to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, for providing additional information when requested by the County or for participating in any selection interviews, including discovery (pre-contract negotiations) and contract negotiations.

## 6.0 ACCEPTANCE:

6.1 Submission of any proposal indicates a Respondent's acceptance of the conditions contained in this Proposal unless clearly and specifically noted otherwise in their proposal.

6.2 Furthermore, the County is not bound to accept a proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this Proposal, to reject any and all proposals, to waive any and all informalities and or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests. The County reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Respondents if it is deemed in the County's best interest.

6.3 Although Fort Bend County desires to negotiate toward a contract with a selected Respondent, the Commissioners' Court may award the contract on the basis of the initial proposals received, without discussions. Therefore, each initial submission should contain the Respondent's best terms.

## 7.0 INTERPRETATIONS, DISCREPANCIES, AND OMISSIONS:

7.1 It is incumbent upon each potential Respondent to carefully examine these specifications, terms, and conditions. Should any potential Respondent find discrepancies, omissions or ambiguities in this Proposal, the Respondent shall at once request in writing an interpretation from the County's Proposal Contact through Bonfire. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing via Bonfire only to the County's Proposal Contact. Deadline for submission of questions and/or clarification is **Tuesday, May 26, 2026 at 10:00 AM. (CST).** Requests received after the deadline will not be responded to due to the time constraints of this Proposal process.

7.2 The issuance of a written addendum is the only official method by which interpretation, clarification or additional information will be given by the County. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarification will be without legal effect. If it becomes necessary to revise or amend any part of this Proposal, notice will be given by the County Purchasing Agent to all prospective Respondents and shall be posted on the Bonfire electronic bidding platform at https://fortbendcountytx.bonfirehub.com/portal/?tab=openOpportunities.

The Respondent, in their submission, shall acknowledge receipts of amendments. Each Respondent shall ensure that they have received all addenda and amendments to this Proposal before submitting their response.

## 8.0 TENTATIVE SCHEDULE:

| | |
|---|---|
| Release of RFP: | May 10, 2026 |
| Deadline for Questions: | May 26, 2026 |
| Submission Due Date: | June 2, 2026 |
| Evaluation of Submissions: | Week of June 8, 2026 |

| | |
|---|---|
| Commissioners Court Permission to Negotiate: | June 25, 2026 |
| Negotiations: | Beginning June 26, 2026 |
| Final Contract Approval Commissioners Court: | July 23, 2026 |

## 9.0 PRE-RFP CONFERENCE:

There is not a Pre-RFP conference for this solicitation.

## 10.0 RETENTION OF RESPONDENT'S MATERIAL:

The County reserves the right to retain all proposals regardless of which response is selected. All submissions and accompanying documents become the property of the County.

## 11.0 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:

By submission of a proposal, each Respondent certifies, that in connection with this procurement:

11.1 The prices in this proposal have been arrived at independently, without consultation, communication, or agreement with any other Respondent; with any competitor; or with any County employee(s) or consultant(s) for the purpose of restricting competition on any matter relating to this Proposal.

11.2 Unless otherwise required by law, the prices which have been quoted in this submission have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to award directly or indirectly to any other Respondent or to any competitor; and;

11.3 No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

## 12.0 ASSIGNMENT:

The Respondent may not sell, assign, transfer or convey the contract resulting from this Proposal, in whole or in part, without the prior written approval from Fort Bend County Commissioners' Court.

## 13.0 CONFIDENTIAL MATTERS:

13.1 All data and information gathered by the Respondent and its agents, including this Proposal and all reports, recommendations, specifications, and data shall be treated by the Respondent and it's agents as confidential. The Respondent and it's agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, publicity, propaganda, and/or in another job or jobs, unless written consent is obtained from the County.

13.2 Proposals will only be publicly received and acknowledged only so as to avoid disclosure of the contents to competing Respondents and kept secret during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and any material that is considered to be confidential information contained in the submission and identified by Respondent as such will be treated as confidential to the extent allowable in the Open Records Act.

## 14.0 LIMITS OF SUBCONTRACTORS:

14.1 The County has approval rights over the use and/or removal of all subcontractors and/or vendor(s). Subcontractors shall conform to all County policies.

14.2 Any dispute between the Respondent and subcontractors, including any payment dispute, will be promptly remedied by the Respondent. Failure to promptly remedy or to make prompt payment to subcontractor may result in the withholding of funds from the Respondent by the County for any payments owed to the subcontractor.

## 15.0 JURISDICTION, VENUE, CHOICE OF LAW:

This submission and any contract resulting there from shall be governed by and construed according to the laws of the State of Texas. Should any portion of any contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect. Any lawsuit shall be governed by Texas law and Fort Bend County, Texas shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Proposal process and resulting Agreements.

## 16.0 INDEPENDENT CONTRACTOR:

The Respondent is an independent contractor, and no employee or agent of the Respondent shall be deemed for any reason to be an employee or agent of the County.

## 17.0 AMERICANS WITH DISABILITIES ACT (ADA)

Proposals shall comply with all federal, state, county, and local laws concerning this type of products/service/equipment/project and the fulfillment of all ADA requirements.

## 18.0 DRUG-FREE WORKPLACE:

All Respondents shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F, to their employees and all sub-contractors to insure that the County maintains a drug-free workplace.

## 19.0 PERFORMANCE AND PAYMENT BOND:

No performance nor payment bond is required for this project.

## 20.0 TEXAS ETHICS COMMISSION FORM 1295:

20.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statue §2252.908. All firms submitting a response to a formal Bid, RFP, RFQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/filinginfo/1295/

20.2 On-line instructions:

20.2.1 Name of governmental entity is to read: Fort Bend County.

20.2.2 Identification number use: RFP 26-054.

20.2.3 Description is: Online Homework Tutor.

20.3 Highest evaluated vendor will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

## 21.0 INSURANCE:

21.1 All respondents shall submit, with RFP, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with RFP, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract.

21.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance, which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better,

licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

21.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' 3 Compensation Insurance will not be allowed.

21.2.2 Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

21.2.3 Commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

21.2.4 Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than $1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

21.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

21.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.

## 22.0 INDEMNIFICATION:

Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of Respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of Respondent or any of Respondent's agents, servants or employees.

22.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in

the defense of each matter.

22.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

22.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.

22.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.

22.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.

22.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.

22.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

## 23.0 TAX EXEMPT:

Fort Bend County is exempt from state and local sales and use taxes under Section 151.309 of the Texas Tax Code. This project will be deemed a separate project for Texas tax purposes, and as such, Fort Bend County hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this project. Respondent is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, Respondent should state these items at cost.

## 24.0 SERVICE REQUIREMENTS:

Vendors must provide the below requirements. For each requirement listed, please give a description and reference from an entity you are currently providing the service for noting the section number.

24.1 The online homework help service must be live, on-demand and online homework help.

24.2 The online homework help service must include all present library locations in the library system and at any future locations added during the course of the contract without additional charge.

24.3 The online homework help service must be able to connect a student to a live tutor within a short period of time with a one-to-one ratio of student to tutor.

24.4 The online homework help service is to be geared towards students from elementary through 12th grade.

24.5 The online homework help service should include but not limited to the subjects of math, science, social studies, and English related to the above grade levels. College intro subjects and AP subjects would also be preferred.

24.6 Please describe other services the online homework help vendor may offer such as skill-building, writing labs, language learning, career and adult education, and practice tests such as STAAR, ACT, SAT, ASVAB, and others.

24.7 The online homework help service must be available seven (7) days a week.

24.8 The online homework help service must allow for unlimited simultaneous users during hours of operation. Hours of operation must be negotiable and mutually agreed upon by both parties.

24.9 The online homework helps service needs to be available both in English and Spanish during all hours of operation.

24.10 The online homework help service should deliver high-quality tutoring homework assistance using tutors that are all U.S. based, possess degrees or qualifications in their subject areas, undergone rigorous background and reference checks, screening, training and professional development and be able to work with all ages of students in an online environment in a positive, professional way.

24.11 The library's patrons are to be able to connect to the online homework help service from the library (onsite), home, mobile devices, or any other remote location going through the library website. The use of library card authentication for remote users

to enter the online homework help site should be negotiable and mutually agreed upon by both parties.

24.12 The online homework help service is required to maintain strict COPPA/CIPA compliance with respect to its services. Sessions are to be monitored in real-time by the vendor with session transcripts reviewed and archived. All user information is required to be kept confidential and not distributed to a third party.

24.13 The online homework help service is required to have a system of quality control to evaluate tutors, handle complaints and provide feedback to the library.

24.14 The online homework help service must provide the library with monthly reports that include but are not limited to:

- Total number of sessions for the month
- Total number of sessions by subject
- Total number of sessions by grade level
- Total number of sessions per branch and per remote users
- Post-session satisfaction surveys

24.15 The online homework help service will be available to students without the need for additional downloads, including plug-ins and software. It is to be designed to work across multiple platforms (Mac/PC).

24.16 The online homework help service vendor is required to provide as part of its contract, technical set-up assistance and provide the library the appropriate URL and/or IP addresses.

24.17 The online homework help service vendor must provide the library email notification of downtime during the online homework help service due to maintenance, upgrades, technical difficulties, etc.

24.18 The online homework help service vendor must provide as part of its contract customer support such as a helpline/hotline that is available during the online homework help hours to answer technical or other questions that may arise.

24.19 The online homework help service vendor is required to provide as part of its contract onsite and interactive web-based training to the Fort Bend County Library staff and presentations to the community, county officials, etc. as needed.

24.20 The online homework help service vendor is required to provide as part of its contract advertising materials such as posters, bookmarks, etc. to publicize the program in the libraries and community.

24.21 Pricing for the online homework help service is required to be based on the below historical data of past usage of this library system, hours of service, and the actual

cost of the tutors. This contract is intended to extend four (4) years past the initial 12-month term.

24.21.1 Total usage (Homework help, Skills Building, Writing Lab, Test Center Visits and Database Usage) based on an average 12-months = 2,435 tutoring sessions per month.

24.21.2 Homework help, Skills Building, Writing Lab, Test Prep Sessions based on an average 12-months = 2,154 per month.

24.21.3 Hours = 2:00 PM through 11:00 PM, seven (7) days a week.

24.22 The online homework help service vendor is required to provide a list of current public library clients as references.

24.23 The online homework help service vendor website must meet the current standards of Web Content Accessibility Guidelines (WCAG).

## 25.0 EVALUATION CRITERIA:

In order to facilitate the analysis of responses to this Request for Proposal, Respondents are required to prepare their submissions in accordance with the instructions outlined in this part. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the Proposal. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.

25.1 Respondents are required to follow the outline below when preparing their submission. Tabs are to be utilized to identify each section.

| | |
|---|---|
| Tab | Title Page |
| | Letter of Transmittal |
| | Table of Contents |
| | Executive Summary |
| 1 | Understanding of Requirements |
| 2 | Experience with Projects of Similar Size and Complexity |
| 3 | Pricing |
| 4 | Overall Completeness of Proposal |

25.2 Any exceptions to the Proposal requirements shall be identified in the applicable section.

25.3 Executive Summary - This part of the response to the Proposals should be limited to a brief narrative highlighting the Respondent's proposal. This section should not

include cost quotations. Note that the executive summary should identify the primary contacts for the Respondent.

25.4 Respondents will be evaluated utilizing the factors, as weighted below:

Tab 1

Understanding Requirements (weight factor = 45%)

- The Respondent must clearly and in detail demonstrate their understanding of the project, the proposed services, and their ability to successfully deliver the requirements set forth in this RFP under 24.0.

Tab 2

Experience with Projects of Similar Size and Complexity (weight factor = 40%)

- Firm Experience with Projects of Similar Size and Complexity: Such experience must be in the form of providing understanding of the public library system as it relates to Online Homework Tutor. List only projects completed/references within the last 5 years; provide the name and location of each project, the client, and a contact person, email address and phone number.

Tab 3

Pricing (weight factor = 10%)

- Provide detailed pricing in Respondents' proposal.

Tab 4

Overall Completeness (weight factor = 5%)

- Provide required completed forms. Well organized and well written proposals, responding coherently to this Request for Proposal will be given preference. Statement must clearly identify contact person responsible for the submission, giving individual's name and employer, address, and telephone number.

## 26.0 EVALUATION PROCESS:

26.1 After the proposals are received, the evaluation team shall evaluate each proposal that was submitted on time, and the evaluation shall be based on the criteria listed in the proposal. Selection committee members will conduct a quantitative evaluation according to a numerical ranking system and a qualitative evaluation for overall proposal content and its conformance to requirements. The entire evaluation committee will then meet to discuss the strong and weak points of each proposal to assure that it has been evaluated fairly, impartially and

comprehensively. Following this initial evaluation, the evaluation team may recommend contract award without further discussion with proposers, or the firms submitting the top rated proposals may be asked to make an oral presentation to the evaluation team for the propose of further clarification and evaluation of the proposals.

26.2 If oral presentations are scheduled, the representatives of the firm who will be directly assigned to the account must be present at the interview. During the interview portion of the meeting, the evaluation team shall advise the proposer of deficiencies in the proposal and shall allow the proposer to satisfy the requirements, questions, or concerns by submitting a final offer. The proposer may decide not to modify their proposal and may inform Fort Bend County that the offer is firm and final.

26.3 The evaluation team shall not disclose any information included in a firm's proposal to another firm during the RFP process and shall not disclose any information for the purpose of bringing one firm's proposal up to that of a competitor's proposal.

26.4 After final offers are received, the evaluation team shall reevaluate each of the final offers, including those deemed final at the interview. The final offers shall be evaluated on the same criteria used in the first evaluation.

26.5 Fort Bend County reserves the right to reject any and all proposals received for any reason that would be to the benefit of Fort Bend County.

26.6 All proposals submitted are to be valid for a period of ninety (90) days

## 27.0 TERM:

The agreement term is for the period from October 1, 2026 through September 30, 2027, renewable annually for four (4) years (through September 30, 2031) under the same terms and conditions if mutually agreeable by both parties. Either party for any reason may terminate this agreement by giving thirty (30) days written notice of the intent to terminate.

The term of this agreement shall also be subject to the availability of funds to be appropriated in the Library's budget.

## 28.0 AWARD:

Proposals will be opened on the date specified on the cover page and kept confidential until the Fort Bend County Commissioners Court awards a final negotiated contract. Only the names of the respondents will be read aloud during the opening. Proposals will be evaluated by a committee comprised of County staff. The committee will forward their recommendations to the Fort Bend County Commissioners Court.

## 29.0 VENDOR STATUS:

The awarded vendor is required to hold an active status on the SAM.gov website, if applicable, https://sam.gov/content/home and with the Texas Comptroller Taxable Entity website https://mycpa.cpa.state.tx.us/coa/.

## 30.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

30.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code:
Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of $100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

30.2 Texas Government Code Section 2251.152 Acknowledgment:
By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

## 31.0 HUMAN TRAFFICKING:

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

## 32.0 REQUIRED FORMS:

All respondents submitting shall complete the attached and return with submission:

32.1 Vendor Information Form

32.2 W9 Form

32.3 Tax Form/Debt/Residence Certification

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Go to *www.irs.gov/FormW9* for instructions and the latest information.**

**Give form to the requester. Do not send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

**Print or type.** See ***Specific Instructions*** on page 3.

**1** Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

**2** Business name/disregarded entity name, if different from above.

**3a** Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

**3b** If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

*(Applies to accounts maintained outside the United States.)*

**5** Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

**6** City, state, and ZIP code

**7** List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

| | | | – | | – | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

**or**

**Employer identification number**

| | | – | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

| **Sign Here** | **Signature of U.S. person** | **Date** |
|---|---|---|

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments**. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Job No.: _____

**TAX FORM/DEBT/ RESIDENCE CERTIFICATION**
**(for Advertised Projects)**

Taxpayer Identification Number (T.I.N.): _____

Company Name submitting Bid/Proposal: _____

Mailing Address: _____

Are you registered to do business in the State of Texas? Yes No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

_____

_____

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

| Fort Bend County Tax Acct. No.* | Property address or location** |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

** This is the property account identification number assigned by the Fort Bend County Appraisal District.*

*** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.*

**II.** **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes No If yes, attach a separate page explaining the debt.

**III.** **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ is a Resident Bidder of Texas as defined in Government Code
[Company Name]
§2252.001.

I certify that _____ is a Nonresident Bidder as defined in Government Code
[Company Name]
§2252.001 and our principal place of business is _____.
[City and State]

# EXHIBIT B

# RESPONSE TO RFP 26-054
## ONLINE HOMEWORK TUTOR FOR LIBRARIES (FORT BEND COUNTY LIBRARY)

# BRAINFUSE PROPOSAL

PREPARED FOR:

Fort Bend County
Melissa Stavinoha, Senior Buyer
301 Jackson, Suite 201
Richmond, Texas 77469

PREPARED BY:

Brainfuse
271 Madison Avenue
New York, New York 10016
1.866.BRAINFUSE
bids@brainfuse.com
www.brainfuse.com

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(OUR ELECTRONIC PROPOSAL IS HYPERLINKED FOR YOUR CONVENIENCE)


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**RE:** Response to RFP 26-054 - Online Homework Tutor for Libraries (Fort Bend County Library)

**To Whom It May Concern:**

Attached is our proposal for Fort Bend County regarding unlimited, all-inclusive use of our HelpNow online homework and tutoring services. My signature below indicates our understanding of the scope of the solicitation, and our compliance with the solicitation's specifications, requirements, and qualifications. Our Director of Accounts, Mr. Troy Weiman, is our authorized official. He is able to legally bind Brainfuse and may be contacted to clarify the information contained in our proposal.

## CONTACT INFORMATION FOR OUR AUTHORIZED OFFICIAL

Troy Weiman
Director of Accounts
Phone: 917.338.3229
Email: tweiman@brainfuse.com

## ABOUT BRAINFUSE

Brainfuse has provided online tutoring and homework support services to a diverse client base of libraries, school districts, and higher education institutions nationwide for over 26 years. With Brainfuse, users receive real-time tutoring and career assistance from certified instructors via our proprietary online classroom.

## SERVING LIBRARIES NATIONWIDE (INCLUDING THE FORT BEND COUNTY LIBRARY AND MANY OTHER PUBLIC LIBRARIES THROUGHOUT TEXAS)

Brainfuse is in 3,000+ public libraries throughout North America, representing a service population of over 150 million. Our clients include the State Libraries of Virginia, Missouri, New Mexico, Oklahoma, and Iowa, as well as the Los Angeles County Library, the New York Public Library, Dallas Public Library, the Houston Public Library, and the Chicago Public Library. For years, our English-speaking and bilingual tutors have helped Texas students improve grades, become better writers, and master critical skills. In the process, we have developed an intimate knowledge of the rich diversity and multiple academic needs of Texas' student population.

## PUBLIC LIBRARY CLIENTS ACROSS TEXAS

Brainfuse proudly partners with numerous library systems throughout Texas to deliver live online homework help, skills building, and career resources to students and adult learners statewide. Our Texas clients include major urban systems such as Arlington Public Library, Austin Public Library, Dallas Public Library System, Houston Public Library, and San Antonio Public Library, along with leading county and regional systems including Brazoria County Library System, Fort Bend County Libraries, Midland County Public Libraries, Nueces County Public Libraries, and El Paso County Digital Library. Brainfuse also supports many growing suburban and community libraries across the state, including Cedar Park Public Library, Frisco Public Library, Grand Prairie Public Library System, Irving Public Library, Keller Public Library, Mansfield Public Library, New Braunfels Public Library, Round Rock Public Library, and Seguin-Guadalupe County Library, among many others. These

partnerships provide access to Brainfuse tutoring and homework help services through networks serving diverse populations in urban, suburban, and rural communities throughout Texas. This extensive experience supporting learners across Texas equips Brainfuse with valuable insight into the educational needs of students, families, and adult learners throughout the state.

## ABOUT OUR HELPNOW COMPLETE LEARNING SYSTEM

Brainfuse offers patrons of all ages state-aligned one-to-one tutoring, intensive writing assistance, targeted skills building, test preparation, an adult learning center, career assistance, a full line of collaborative learning and self-study tools, and so much more.

## OUR COMMITMENT TO FULL ACADEMIC SUPPORT

- **Beyond Homework Help:** Many academic issues require more than homework help. For this reason, we have developed the most comprehensive range of academic services available among tutoring providers, including live skills tutoring, a premium writing lab, and a robust library of educational content. Please see our "SUMMARY OF SERVICES" section for details.

- **Field-Tested Tutoring:** Brainfuse has consistently outperformed other online tutoring companies in head-to-head trials conducted by library systems, including long-term trials in the State of Oklahoma, Las Vegas-Clark County, Carson City, and Broward County. Please see our "COMPETITIVE TRIALS & EVIDENCE OF EFFECTIVENESS" section for details.

- **High-Quality Tutors:** All Brainfuse tutors must have 4-year college degrees and submit to a rigorous selection and training process. Please see "ABOUT OUR TUTORS" section for details.

- **Texas-Aligned Services:** Tutoring, skills lessons, and tests are aligned to Texas Essential Knowledge and Skills (TEKS). Please see our "SUMMARY OF SERVICES" section for details.

- **Accessibility:** We are committed to ensuring that patrons can access our service from virtually any desktop or mobile device. Please see our "ABOUT OUR ONLINE CLASSROOM & MOBILE APP" section for details.

- **Awards and Recognition:** Brainfuse is the only online homework help provider to be named a twelve-time Platinum Award Winner (2015 through 2026) by LibraryWork's Modern Library Award program. The Modern Library Award is an annual program recognizing "elite products and services for the library community". For more information, please visit modernlibraryawards.com

## OUR COMMITMENT TO INNOVATION

After more than 26 years, and millions of tutoring sessions, we are one of the most experienced online tutoring companies in the nation. As mentioned above, we have been working with the Fort Bend County Library since 2008 and have had the privilege of providing online homework help and tutoring services to libraries throughout Texas. During this time, we have added new features and a greatly expanded library of learning content. These additions have made our service even more

comprehensive and relevant to patrons' learning needs, and we plan on adding many more features in 2026 and beyond.

## LEARN MORE

Please visit www.brainfuse.com for additional information on our services described in our proposal.

We are honored to participate in this solicitation process and look forward to your decision.

Sincerely,



Francesco Lecciso
Co-CEO, Brainfuse
Phone: (Toll Free) 866.272.4638
Email: bids@brainfuse.com

# BRAINFUSE HISTORY & CORPORATE BACKGROUND

Brainfuse has provided online tutoring services to a diverse client base of libraries, school districts, and higher education institutions nationwide for over 26 years.

**OUR EXPERIENCE SERVING STUDENTS OF ALL AGES:**

Through millions of tutoring sessions, we have gained profound insights into the multifaceted challenges and educational requirements unique to various student demographics:

- **Tutoring K-12 Students through 3,000+ Public Libraries Nationwide:** Brainfuse is in over 3,000 Public Libraries throughout North America, representing a service population of over 150 million people. Our clients include the State Libraries of Virginia, Missouri, New Mexico, Oklahoma, and Iowa, as well as the Los Angeles County Library, the New York Public Library, Dallas Public Library, the Houston Public Library, and the Chicago Public Library.

- Decades of Experience in K-12 School Districts: For years, our English-speaking and bilingual tutors have helped students improve grades, become better writers, and master critical skills. We have provided tutoring to thousands of students through tutoring programs (such as No Child Left Behind) administered by some of the nation's largest school districts, including New York City Public Schools, Chicago Public Schools, Los Angeles Unified School District, San Diego Unified School District, Denver Public Schools, Broward County Public Schools, and Atlanta Public Schools.

- Higher Education Clients: Brainfuse provides online tutoring to over 600 higher education institutions nationwide, including statewide community college programs in Kentucky, West Virginia, and Virginia; major universities such as the University of New Hampshire, UNLV; and large community college systems such as Maricopa County Community College District (AZ), Alamo Colleges, and Austin Community College. Since many of the students in these programs need help with subjects they first learned in high school, there is a significant overlap in experience with serving secondary students.

**BRAINFUSE'S CORPORATE DETAILS:**

Brainfuse was founded in 1999, and is headquartered in the State of New York.

| | |
|---|---|
| Company Legal Name: | Brainfuse |
| Principal Address: | 271 Madison Avenue, New York, NY 10016 |
| Email Address: | bids@brainfuse.com |
| Telephone Number: | (Toll Free) 866.272.4638 |
| DUNS: | 10-990-0345 |

**ORGANIZATION STRUCTURE:**

Brainfuse employs a team of over 4,500 tutors, 20 managers, and 18 support staff members.

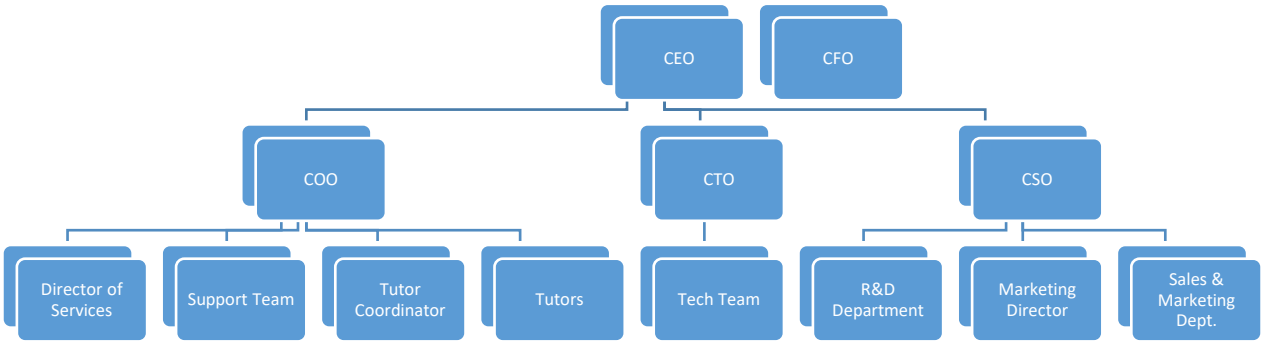
**COMPANY HIGHLIGHTS:**

- Financial Stability: Brainfuse is the only major tutoring company to have maintained the same ownership and academic management since our inception – underscoring our clarity of purpose, and ability to commit to stable pricing and long-term projects with our clients.

- Growth Rate: Brainfuse has been in business since 1999 and has grown at an average rate of 10-15% per year for the past ten years. It is worth noting that Brainfuse has experienced revenue growth in every single one of its over 26 years in business.

- Singular Focus on Institutional Clients: While many providers also offer direct-to-consumer tutoring, we believe there is an inevitable pedagogical conflict between market pressures to provide assignment answers and edit writing assignments with an institution's educational objectives. Managing these competing interests is virtually impossible. As such, we have avoided entering the consumer market and focus our efforts on serving educational institutions exclusively.

**BRAINFUSE'S ORGANIZATIONAL CHART:**




**KEY PERSONNEL:**

Please see our "KEY BRAINFUSE PERSONNEL" section for resumes of key Brainfuse staff members that will be assigned to this account.

**REFERENCES:**

Please see our "BRAINFUSE REFERENCES" section for list of current clients serving as references for our proposal.

# RESPONSE TO SERVICE REQUIREMENTS

## REQUIREMENTS FOUND ON PAGES 12 THROUGH 14 OF THE RFP

### 24.0 SERVICE REQUIREMENTS:

*Vendors must provide the below requirements. For each requirement listed, please give a description and reference from an entity you are currently providing the service for noting the section number.*

***24.1** The online homework help service must be live, on-demand and online homework help.*

**[RESPONSE]** **BRAINFUSE EXCEEDS THIS REQUIREMENT:** Through Brainfuse HelpNow, learners of all ages have access to live, on-demand expert tutoring support through our online platform 24 hours a day, 7 days a week. Please see our "SUMMARY OF SERVICES" and our “ABOUT OUR ONLINE CLASSROOM & MOBILE APP” sections for details.

***24.2** The online homework help service must include all present library locations in the library system and at any future locations added during the course of the contract without additional charge.*

**[RESPONSE]** **BRAINFUSE EXCEEDS THIS REQUIREMENT:** It is worth noting that Brainfuse has been providing online homework help to all of Fort Bend County’s current library locations and is committed to providing service to any future locations at ***no*** additional charge.

***24.3** The online homework help service must be able to connect a student to a live tutor within a short period of time with a one-to-one ratio of student to tutor.*

**[RESPONSE]** **BRAINFUSE EXCEEDS THESE REQUIREMENTS:** Please see our answer below as well as our "SUMMARY OF SERVICES" section for full details:

**BRAINFUSE PROVIDES ONE-TO-ONE TUTORING:** Brainfuse will provide one-to-one tutoring, one session at a time for patrons. Brainfuse will maintain this ratio while still maintaining the shortest wait times among tutoring providers through a proprietary staffing and tutor routing system. While there are multiple reasons for switching to Brainfuse, one of the most frequently mentioned is shorter wait times.

**SHORTEST WAIT TIMES:** Brainfuse employs a proprietary staffing and routing system to ensure that students get help as quickly as possible. In fact, as our clients who switched can attest, Brainfuse has the shortest average wait time among leading providers (under 30 seconds, with most students getting on instantaneously).

***27.4** The online homework help service is to be geared towards students from elementary through 12th grade.*

**[RESPONSE]** **BRAINFUSE EXCEEDS THIS REQUIREMENT:** Brainfuse provides online tutoring and homework help in grades K-12, including entry-level college tutoring, and tutoring to adult learners. Please see our “SUMMARY OF SERVICES” section for details.

**BRAINFUSE SERVICES ARE STATE ALIGNED TO TEXAS' CURRICULUM CONTENT STANDARDS:**
We have invested considerable resources to ensure that our online homework help and skills building lessons are aligned to Texas Essential Knowledge and Skills (TEKS). Our alignment efforts run deep: all of our lessons, tests, tutor routing logic, and skills mapping are designed to provide students with a seamless transition from classroom to tutoring session.

***24.5** The online homework help service should include but not limited to the subjects of math, science, social studies, and English related to the above grade levels. College intro subjects and AP subjects would also be preferred.*

**[RESPONSE]** **BRAINFUSE EXCEEDS THIS REQUIREMENT:** Brainfuse provides state-aligned assistance to students of all ages in the following areas (including AP and entry-level college subjects):

- Math, including Algebra I, Algebra II, Geometry, Trigonometry, Calculus, and Statistics (including AP Levels)
- Science, including General Science, Biology, Chemistry, Physics, and Earth Science (including AP Levels)
- Social Studies, including Political Science, World History, U.S. History, and Geography (Including AP Levels)
- English as a Second Language
- English/Language Arts (Vocabulary, Grammar, Literature, and Reading Comprehension that incorporate our library of reading passages and questions that have been field-tested for years in our school-based programs.)
- Writing Lab, includes help with:
    - Term papers
    - Literature and poetry analysis,
    - Book Reports and bibliographies
    - Speechwriting
    - Presentations
    - Formatting: APA, Chicago Style, and MLA formatting
    - Lab Reports
    - College Application Essays
- Foreign Language Assistance: Homework help for students taking a foreign language class (currently offered for Spanish)
- Test Preparation, including, but not limited to:
    - SAT, ACT
    - Tutoring aligned to state tests
    - GRE, GED, ASVAB, USCIS, and College Placement Preparation (COMPASS/ACCUPLACER)
- Digital Literacy (including help with Microsoft Office (Word, PowerPoint, and Excel) and other productivity suites)
- Skills Review through our Skills Building service
- Career Services, including Cover Letters, Resumes, and Business Writing

**NOTE:** Additional subjects are available upon request.

***24.6** Please describe other services the online homework help vendor may offer such as skill-building, writing labs, language learning, career and adult education, and practice tests such as STAAR, ACT, SAT, ASVAB, and others.*

**[RESPONSE] BRAINFUSE INCLUDES MANY FEATURES BEYOND THOSE REQUESTED IN THIS RFP:** Many academic issues require more than homework help. For this reason, we have developed the most comprehensive range of academic services available among online tutoring providers, including skills-building, a premium writing lab, a foreign language lab, an Adult Learning Center, and a robust library of educational content. These additional services (along with all updates/enhancements) are provided at ***no*** additional cost. Please see our "SUMMARY OF SERVICES" section for details.

***24.7** The online homework help service must be available seven (7) days a week.*

**[RESPONSE] BRAINFUSE EXCEEDS THIS REQUIREMENT:** Brainfuse provides live academic tutoring and online homework help 24 hours a day, 7 days a week.

***24.8** The online homework help service must allow for unlimited simultaneous users during hours of operation. Hours of operation must be negotiable and mutually agreed upon by both parties.*

**[RESPONSE] BRAINFUSE EXCEEDS THIS REQUIREMENT:** Through generous tutor staffing and sophisticated back-end technology (that monitors and anticipates peak usage trends) Brainfuse can accommodate unlimited simultaneous users during hours of operation and provide significantly shorter wait times than our competitors.

***24.9** The online homework help service needs to be available both in English and Spanish during all hours of operation.*

**[RESPONSE] BRAINFUSE EXCEEDS THIS REQUIREMENT:** Please see our "SUMMARY OF SERVICES" section for details.

***24.10** The online homework help service should deliver high-quality tutoring homework assistance using tutors that are all U.S.-based, possess degrees or qualifications in their subject areas, undergone rigorous background and reference checks, screening, training and professional development and be able to work with all ages of students in an online environment in a positive, professional way.*

**[RESPONSE] BRAINFUSE EXCEEDS THESE REQUIREMENTS:** Brainfuse employs a team of over 4,500 tutors. All Brainfuse tutors must have a four-year college degree (preference is given to individuals with prior tutoring experience). It should be noted that our tutors undergo a rigorous training process that exceeds Level 3 College Reading and Learning Association (CRLA) standards for tutors. While our tutors hail from a broad range of backgrounds, all our tutors possess the following credentials:

| CREDENTIAL/QUALIFICATION | PERCENTAGE |
|---|---|
| Bachelor's Degree in the area they tutor | **100%** |
| Graduate Degree (MA, MS, MEd, PhD, etc.) in the area they tutor | **96%** |
| At least a 90% performance on the relevant Brainfuse-administered subject matter test | **100%** |
| 3+ years teaching or tutoring experience | **100%** |
| Over 30 hours of supervised training in pedagogical techniques | **100%** |

**BRAINFUSE TUTOR RECRUITMENT:** Given that we receive far more applications for tutoring positions than we need to meet our staffing requirements, our process for hiring tutors is very selective. All tutors undergo a multi-step selection and training process that is designed to produce a professional team of online tutors:

- Resume Review: All of Brainfuse's library tutors must be U.S.-based, and have four-year college degrees (preference is given to certified teachers and individuals with prior tutoring experience).

- Interview: Promising applicants are initially screened to determine their ability to work with students in an online environment.

- Online Proficiency Test: Unlike some online tutoring services that allow applicants to mail in proficiency tests, our applicants are tested live and online for greater testing accuracy. Live testing allows us to determine proficiency within each relevant subject area and whether the applicant has the ability to convey ideas clearly in an online environment.

- Simulated Session Test: Applicants must show that they have the ability to convey ideas clearly in an online environment.

**CRIMINAL HISTORY POLICY:** All Brainfuse-certified tutors and employees must complete an exhaustive background check that includes the following:

- Extensive criminal background check.
- Reference and employer check.
- Education and certification check.

**BACKGROUND CHECK CONDUCTED BY A THIRD-PARTY CLEARANCE AGENCY:** Brainfuse tutors must clear a background check before working with students. Brainfuse enlists Acutraq for tutor clearances. Prior to onboarding, Brainfuse completes a background check for each tutor that includes the following databases:

- State criminal databases, including federal, state, and county criminal record searches.
- State sex offender registries, including the United States Justice Department Dru Sjodin National Sex Offender Registry.
- State abuse and neglect registries.

All completed background checks are securely saved and regularly refreshed. Brainfuse maintains high standards for prospective tutors and disqualifies tutors from working with students through the Brainfuse platform due to a variety of reasons flagged in our background check reports, including felonies, sexual offenses, misdemeanors, and abuse/neglect.

**TUTOR TRAINING:** Brainfuse tutors undergo a rigorous training and certification process, ensuring they have the necessary credentials to be effective. This training includes field-tested pedagogical techniques that Brainfuse has developed for live, online tutoring environments.

We understand that the efficacy of our service depends on our tutors, and for this reason, we continuously invest time and resources in developing effective tutor training procedures and instructional policies that are aligned to nationally recognized standards.

**QUESTION-CENTERED, SOCRATIC TEACHING TECHNIQUES:** Brainfuse tutors are trained to not merely answer questions, but guide students through targeted questioning. In addition, tutors are trained to employ scaffolding techniques that involve gradually reducing the level of support as the student gains proficiency. Our question-centered learning approach includes some of the following interrogative approaches:

- **Probing Questions:** Tutors are trained to ask probing questions throughout a session to assess a student's level of understanding and identify areas of instructional focus. Probing questions ask students to explain or elaborate upon their thinking and thus help the tutor identify areas where the student may still be confused or misinformed.

- **Prompting Questions:** Our tutors are also trained to ask prompting questions to elicit critical thinking and encourage students to focus on and synthesize the processes required to work through an academic concept. Tutors are trained to break down and present problems into their constituent steps. But instead of just revealing those steps to the student, our tutors are trained to pose questions based on each of those steps so that student takes an active role in solving the problem.

- **Questions to Engage Students:** If a student does not seem to be particularly engaged during a session, the tutor is trained to involve the student by posing short questions that are designed to elicit a response. For example, tutors are trained to make statements relating to the problem and then ask the student whether they believe it is "true or false" (and to explain why) before moving to the next step. Tutors are also trained to ask students to point out or underline relevant parts of a lesson or problem set. These small tasks help students become actively engaged in a session.

- **Divergent Questions:** Tutors are trained to employ divergent questions, particularly in sessions involving humanities subjects, or with students who are receiving tutoring during the initial stages of the writing process. Divergent questions (as opposed to convergent questions) do not necessarily have one correct answer -- they are open-ended and require students to explore and develop concepts from a variety of perspectives.

- Comparison/Contrast Questions: Rather than merely pointing out similarities/distinctions between elements, tutors are trained to ask students to draw comparisons and contrasts. Comparison/Contrast questions are often useful when tutoring humanities subjects or any other disciplines that require students to recognize distinctions and continuities.

**ACADEMIC INTEGRITY:** We take academic integrity seriously. Tutors are required to notify our 24/7 monitors if they suspect that a student is seeking answers to a test or is submitting plagiarized written work. Tutors are trained to politely inform the student of the concern and not complete the task until the issue is resolved.

**OTHER TUTOR TRAINING PRINCIPLES:** Our approach to tutoring is based on current research, accountability through live and asynchronous monitoring, and user-centered, personalized technology. As a result, many of our training principles mirror those that have been promulgated by the College Reading and Learning Association (CRLA). Other principles have been developed to meet the unique circumstances of our online tutoring platform. Our training principles include:

- Clearly defining the concept of tutoring and tutor responsibilities
- Basic tutoring guidelines (do's and don'ts)
- Techniques for successfully initiating and ending a tutor session
- How to provide a structured online tutoring session
- Scaffolding
- Differentiation
- Using the whiteboard tools to elicit student participation
- Employing various prompts to determine whether a student has mastered a concept
- Recognizing the specific needs of adult/continuing learners
- Methodologies for identifying and tutoring struggling students
- Helping students set goals and planning
- Online communication skills
- Active observation, listening, and paraphrasing during a tutoring session
- When to refer students to seek additional help from their institution
- Helping students develop study skills
- Helping students think critically
- Academic integrity issues, sexual harassment, and/or plagiarism
- Teaching students through modeling
- Working with special needs students
- Working with students from diverse backgrounds and target populations
- How to tutor in a manner that is consistent with the goals and objectives of a student's on-campus instructor and their on-campus learning center.
- Marshaling Brainfuse's lesson library to provide students with additional problem sets and reinforcement

**TUTOR MONITORING AND REVIEW SYSTEM:** Our rigorous monitoring and review system is unique among online tutoring providers:

- Live Monitoring: We are the only online tutoring company to staff a full-time monitoring team. Monitors provide tutors with real-time assistance with respect to instructional strategies and can also assist students with special tutoring requests. In addition, our

monitors review session transcripts daily and provide management with summary reports of the day's activities.

- Ongoing Tutor Evaluation: We evaluate our tutors regularly based on session performance (as determined through live monitoring and review of session transcripts). During periods of low use, monitors log on as students to further evaluate tutor performance. Tutors are rated on a scale of 1-5. This rating serves as a major factor in determining compensation.

- Ongoing Professional Development Through Tutor Managers: Our tutor managers serve as both supervisors and mentors to tutors. Their role is to monitor performance and share best practices and constructive comments with tutors through private correspondence and regular conference call meetings.

**QUALITY ASSURANCE PROCEDURES:** To consistently provide high quality instruction, Brainfuse uses a rigorous monitoring and review system that has led to high client retention rates and customer satisfaction ratings:

- **Live Monitoring:** We staff a full-time monitoring team to review sessions, actively evaluate tutors, and provide them with real-time assistance with respect to instructional strategies.

- **Transcript Analysis:** Our mentoring team analyzes transcripts and compiles a daily report on any issues that might require additional attention by our management staff. Transcript analysis is also used to rate tutors.

- **Tutor Rating:** Tutors are rated on a scale of 1-5. Tutors in training begin with a rating of 1. Tutor ratings are used, among other things, to determine staffing and routing priorities (higher rated tutors receive students first).

- **Quality Control Software:** We employ a proprietary algorithm to identify inappropriate language or potentially unacceptable exchanges of personal information (such as phone numbers, addresses, etc.). Our live monitors are then able to view the transcript in greater detail to determine whether the issue warrants additional attention.

- **Mentoring:** Tutor managers serve as mentors and provide tutors with structured feedback and suggestions for improved performance.

- **Post-Session Surveys:** Our tutor managers analyze post-session reviews and take appropriate action when necessary.

- **Client Reviews:** Our Client Support Team maintains regular contact with library staff and solicits comments regarding tutor performance. Issues that require additional attention are communicated to our tutor managers.

***24.11*** *The library's patrons are to be able to connect to the online homework help service from the library (onsite), home, mobile devices, or any other remote location going through the library website. The use of library card authentication for remote users to enter the online homework help site should be negotiable and mutually agreed upon by both parties.*

**[RESPONSE] BRAINFUSE MEETS THESE REQUIREMENTS:** Please see our "ABOUT OUR ONLINE CLASSROOM & MOBILE APP" section for details. It is worth noting that Brainfuse currently provides access to online homework help and tutoring services (as requested above) to Fort Bend County library patrons.

***24.12*** *The online homework help service is required to maintain strict COPPA/CIPA compliance with respect to its services. Sessions are to be monitored in real-time by the vendor with session transcripts reviewed and archived. All user information is required to be kept confidential and not distributed to a third party.*

**[RESPONSE] BRAINFUSE EXCEEDS THESE REQUIREMENTS:** Brainfuse maintains strict FERPA and COPPA/CIPA compliance. Please see our "ABOUT OUR ADA, FERPA & COPPA COMPLIANCE" section for further details:

- Brainfuse does not solicit a student's personal information and does not require it in order to provide tutoring services. In the rare instance that an institution would provide us with personal information, it is our policy to never share such information with third parties nor to retain such information beyond the time frame of its original purpose.

- Our secure file sharing feature eliminates the need for emailing and ensures that tutors never have access to a student's name or email address.

- Our unique live monitoring protocol helps ensure tutor compliance with our anonymity policy during sessions. Our monitoring team observes sessions in real-time, reviews session transcripts and maintains archives of past sessions.

- Our proprietary software identifies potentially inappropriate exchanges of information (phone numbers, addresses, etc.) and alerts our monitoring team to determine whether the issue warrants additional action.

- Our tutors undergo the same background check process mandated by our school district clients with respect to any individuals who interact with students.

- **NO SOLICITATION OF ADDITIONAL CONSUMER SERVICES TO STUDENTS:** Though not a FERPA requirement, it should be noted that *Brainfuse does not offer a for-pay version of its service to consumers.* Brainfuse "HelpNow" is our premium online tutoring service to which we devote all of our development efforts and tutor staffing resources. As such, students who go to our homepage will not be directly or indirectly solicited to subscribe to additional premium services or to pay for additional tutoring time.

***24.13** The online homework help service is required to have a system of quality control to evaluate tutors, handle complaints and provide feedback to the library.*

**[RESPONSE]** **BRAINFUSE EXCEEDS THIS REQUIREMENT:** As mentioned above, to consistently provide high quality instruction, Brainfuse uses a rigorous monitoring and review system that has led to high client retention rates and customer satisfaction ratings.

**TUTOR MONITORING AND REVIEW SYSTEM:** Our rigorous monitoring and review system is unique among online tutoring providers:

- Live Monitoring: We are the only online tutoring company to staff a full-time monitoring team. Monitors provide tutors with real-time assistance with respect to instructional strategies and can also assist students with special tutoring requests. In addition, our monitors review session transcripts daily and provide management with summary reports of the day's activities.

- Ongoing Tutor Evaluation: We evaluate our tutors regularly based on session performance (as determined through live monitoring and review of session transcripts). During periods of low use, monitors log on as students to further evaluate tutor performance. Tutors are rated on a scale of 1-5. This rating serves as a major factor in determining compensation.

- Ongoing Professional Development Through Tutor Managers: Our tutor managers serve as both supervisors and mentors to tutors. Their role is to monitor performance and share best practices and constructive comments with tutors through private correspondence and regular conference call meetings.

**QUALITY ASSURANCE PROCEDURES:** In order to consistently provide high quality instruction, Brainfuse uses a rigorous monitoring and review system that has led to high client retention rates and customer satisfaction ratings:

- **Live Monitoring:** We staff a full-time monitoring team to review sessions, actively evaluate tutors, and provide them with real-time assistance with respect to instructional strategies.

- **Transcript Analysis:** Our mentoring team analyzes transcripts and compiles a daily report on any issues that might require additional attention by our management staff. Transcript analysis is also used to rate tutors.

- **Tutor Rating:** Tutors are rated on a scale of 1-5. Tutors in training begin with a rating of 1. Tutor ratings are used, among other things, to determine staffing and routing priorities (higher rated tutors receive students first).

- **Quality Control Software:** We employ a proprietary algorithm to identify inappropriate language or potentially unacceptable exchanges of personal information (such as phone numbers, addresses, etc.). Our live monitors are then able to view the transcript in greater detail to determine whether the issue warrants additional attention.

- **Mentoring:** Tutor managers serve as mentors and provide tutors with structured feedback and suggestions for improved performance.

- **Post-Session Surveys:** Our tutor managers analyze post-session reviews and take appropriate action when necessary.

- **Client Reviews:** Our Client Support Team maintains regular contact with library staff and solicits comments regarding tutor performance. Issues that require additional attention are communicated to our tutor managers.

***24.14** The online homework help service must provide the library with monthly reports that include but are not limited to:*

- *Total number of sessions for the month*
- *Total number of sessions by subject*
- *Total number of sessions by grade level*
- *Total number of sessions per branch and per remote users*
- *Post-session satisfaction surveys*

**[RESPONSE]** **BRAINFUSE EXCEEDS THIS REQUIREMENT:** Unless requested otherwise, Brainfuse provides monthly usage reports that provide libraries with a complete snapshot of how HelpNow is used by patrons and their overall satisfaction with our service. Our usage reports are available in Excel format as an email attachment or embedded in an email that can easily be imported into any standard spreadsheet application. Please note that reports are customizable, and additional data not appearing on the list below may be collected upon request. Data is available from our account dashboard (if the client wishes to retrieve the data on its own rather than having it emailed to them). Data collected by our reports include:

- Total number of sessions/logins
- Total number of remote and onsite sessions
- Number of sessions by library location, library type
- Average session length
- Total connection time
- Usage per database (broken down by academic area within each database)
- Number of unique visitors
- Average number of sessions per hour of the day and day of the week (to determine usage trends)
- Total number of sessions by grade level
- Total number of sessions by subject in both English and Spanish
- Post-session satisfaction surveys
- Post-session user comments
- Breakdown of usage by service used (homework help, skills building, test prep, writing lab, adult learning center)
- Total number of sessions by library, IP, zip code, and/or remote usage (according to library preference)

**NOTE:** Additional data may be collected upon request.

***24.15*** *The online homework help service will be available to students without the need for additional downloads, including plug-ins and software. It is to be designed to work across multiple platforms (Mac/PC).*

**[RESPONSE]** **BRAINFUSE EXCEEDS THIS REQUIREMENT:** The Brainfuse Online Classroom represents the most accessible learning platform among online tutoring providers. It is Mac and PC compatible, supports all standard web browsers (including Internet Explorer, Google Chrome, and Firefox Mozilla), and is available from virtually any mobile device. In addition, our HTML5 platform requires no plugins such as Flash, or Silverlight. Please see our "ABOUT OUR ONLINE CLASSROOM & MOBILE APP" section for more details.

***24.16*** *The online homework help service vendor is required to provide as part of its contract, technical set-up assistance and provide the library the appropriate URL and/or IP addresses.*

**[RESPONSE]** **BRAINFUSE EXCEEDS THIS REQUIREMENT:** Brainfuse technical staff will work with library technical staff to integrate services with each participating library's website and remote authentication system.

**NOTE:** As mentioned elsewhere in our proposal, Brainfuse has been providing online homework help to Fort Bend County Libraries since 2008. Nonetheless, please see our "IMPLEMENTATION, SUPPORT & MARKETING PLAN" section for a detailed description of our implementation process.

***24.17*** *The online homework help service vendor must provide the library email notification of downtime during the online homework help service due to maintenance, upgrades, technical difficulties, etc.*

**[RESPONSE]** **BRAINFUSE EXCEEDS THIS REQUIREMENT:** Brainfuse services are available 24/7, 365 days a year. While some of our clients request that we close on holidays, Brainfuse is able to provide uninterrupted tutoring services to Fort Bend County Libraries:

- No Downtime: System availability has been 99.9%. Scheduled updates are performed on a redundant server farm to avoid any downtime to the user.

- Uninterrupted Service: For over two decades, Brainfuse has maintained uninterrupted service during scheduled operating hours, even during extreme circumstances such as Hurricane Sandy where our service continued uninterrupted.

- Notification: Brainfuse will notify the library of any system unavailability for periods of one hour or more during scheduled online hours. In the unlikely event that planned downtime was required during service hours, we would inform users and clients at least one month in advance of any service outage. Patrons would be informed from our main webpage and libraries would be informed by email, phone (or by another agreed-upon means).

***24.18*** *The online homework help service vendor must provide as part of its contract customer support such as a helpline/hotline that is available during the online homework help hours to answer technical or other questions that may arise.*

**[RESPONSE]** **BRAINFUSE EXCEEDS THIS REQUIREMENT:** Brainfuse provides unlimited customer and technical support through a toll-free number and email, 24 hours a day, 7 days a week, 365 days a year. Please note that email and web form inquiries are answered within 24 hours. In addition, Brainfuse posts easy-to-use FAQs and online tutorials (in both English and Spanish) that are freely available on our website. All tutorials are updated regularly as we add new services and features.

***24.19*** *The online homework help service vendor is required to provide as part of its contract onsite and interactive web-based training to the Fort Bend County Library staff and presentations to the community, county officials, etc. as needed.*

**[RESPONSE]** **BRAINFUSE EXCEEDS THIS REQUIREMENT:** Please see our "BRAINFUSE IMPLEMENTATION, SUPPORT & MARKETING PLAN" section for more details:

**LIBRARY STAFF TRAINING:** Brainfuse provides full onsite training at the beginning of the program and makes available mid-year sessions for staff members who are new to the library or for those who request a training "refresher". Training focuses on the nature of Brainfuse services, how to use the online classroom, and how to identify that types of patrons who would benefit most from Brainfuse. Brainfuse also provides webinar training and makes recordings of the training webinars available for playback.

- **Onsite Training:** Upon request, Brainfuse will send members of our Client Support Team to conduct onsite training sessions with library staff.

- **Brainfuse's Webinar Training Program:** Brainfuse provides live training webinars upon request. Each webinar is recorded and archived for library staff to use the entire year. Various webinars are available:

    - **Database-Specific Webinars:** Webinars focus on helping staff better understand Brainfuse's offerings so that they can better refer patrons to our services.

    - **Marketing-Specific Training:** Brainfuse is committed to working with libraries to increase awareness of our online services and offers webinar training sessions focused on promotion and outreach.

    - **Online Manuals:** Our design team has created online manuals, FAQs, and other web-based materials to help train library staff.

***24.20*** *The online homework help service vendor is required to provide as part of its contract advertising materials such as posters, bookmarks, etc. to publicize the program in the libraries and community.*

**[RESPONSE]** **BRAINFUSE EXCEEDS THIS REQUIREMENT:** Please see our "IMPLEMENTATION, SUPPORT & MARKETING PLAN" section for full details on our marketing and promotional plans (which includes sample marketing materials):

**BRAINFUSE'S MARKETING/PROMOTION:** We actively work with our clients to promote awareness and use of our services. Our marketing efforts are one of the reasons that usage of tutoring services consistently increases in libraries that have switched to HelpNow from other providers. We believe that marketing must go beyond distributing collateral to helping users understand how our services are designed to support an entire range of academic needs.

**TARGETED OUTREACH:** The Brainfuse Client Care Team will work with libraries to integrate and simplify access to our services. Our outreach efforts begin with a complete inventory of access points to our service, including:

- **Optimizing Placement on Library Website:** Brainfuse will assist library staff in determining optimal placement (in terms of visibility and ease-of-entry) of HelpNow links on the Library's website.

- **Evaluation of Which Components Should Include Direct URL Access:** Brainfuse will work with each library to determine whether they want to provide direct access to specific HelpNow services without having to go through the HelpNow homepage. For instance, Spanish speakers could enter the Spanish version of HelpNow directly from the Library's Spanish language page or students preparing for the SAT could enter through a direct link to our SkillSurfer.

- **Timely Promotion of Particular Service Components:** Libraries may decide to promote certain HelpNow services at different times of the year ("Study for finals", or "Prepare for the SAT"). Brainfuse will work with libraries to set a schedule for such seasonal promotions and our graphic design team will provide collateral, banners, and direct links to the appropriate service.

- **Integration with Library Catalogs/Search Engines:** Our Technical Support Team will work with each library that desires to integrate Brainfuse into its online search engines and catalogue index.

- **Shared Branding Marketing/Promotional Materials:** Our Client Support Team offer libraries a range of advertising collateral, including posters, bookmarks, and flyers of a mutually agreed-upon design and function – all at no additional cost. Such collateral is available in customizable, print-ready formats from our password-protected Client Support Page. In addition, we have prepared video demos of our service for community outreach and training purposes. Brainfuse will also work closely with libraries to develop strategies for maximizing community awareness of HelpNow, including:

    - **Print Collateral:** Print collateral is available readymade or customizable by our in-house graphic design team. Print collateral includes posters, flyers, bookmarks, business cards, table tents, and banners to go on computer monitors.

    - **Web Graphics:** Brainfuse provides graphics (including banners and logos) in multiple sizes in the form of wallpapers, desktop icons, mobile-friendly graphics, and graphics in other formats. Some libraries, for instance, have used our web graphics to promote individual components of HelpNow, such as GED prep or resume assistance.

- **Social Media Promotional Assistance:** We assist libraries that wish to promote their services via major social media outlets, such as Facebook, Twitter, parenting blogs, and education industry sites.

- **Promotional Presentations:** As part of our commitment to working with libraries to increase awareness of our online services, we offer live presentations and webinar training sessions focused on raising awareness and promoting our services. Past webinars have been provided to parent groups, student organizations, and school districts. Each webinar is recorded and archived for library staff to use the entire year. Additional webinars are available upon request.

- **PSA Creation and General Announcements:** Our Client Support Team will help libraries prepare and disseminate public service announcements, press releases, outreach to schools, and other organizations.

- **Materials Available in Multiple Languages:** All materials, outreach efforts, and presentations are available in Spanish and other foreign languages upon request. Please see our "IMPLEMENTATION, SUPPORT & MARKETING PLAN" section for examples of our collateral designs.

***24.21*** *Pricing for the online homework help service is required to be based on the below historical data of past usage of this library system, hours of service, and the actual cost of the tutors. This contract is intended to extend four (4) years past the initial 12 month term:*

***24.21.1*** *Total usage (Homework help, Skills Building, Writing Lab, Test Center Visits and Database Usage) based on an average 12-months = 2,435 tutoring sessions per month.*
***24.21.2*** *Homework help, Skills Building, Writing Lab, Test Prep Sessions based on an average 12-months = 2,154 per month.*
***2421.3*** *Hours = 2:00 PM through 11:00 PM, seven (7) days a week.*

**[RESPONSE]** **BRAINFUSE MEETS THESE REQUIREMENTS:** Please see our "BRAINFUSE PRICE PROPOSAL" section for full details.

***24.22*** *The online homework help service vendor is required to provide a list of current public library clients as references.*

**[RESPONSE]** **BRAINFUSE EXCEEDS THIS REQUIREMENT:** Please see our "BRAINFUSE REFERENCES" section for details.

***24.23*** *The online homework help service vendor website must meet the current standards of Web Content Accessibility Guidelines (WCAG).*

**[RESPONSE]** **BRAINFUSE EXCEEDS THIS REQUIREMENT:** Brainfuse is fully compliant with ADA TItle II and maintains WCAG 2.1, Level AAA standards. We maintain an accessibility for all approach to our platform.

- **Compliance with ADA and WCAG Standards:** Brainfuse conforms to Web Content Accessibility Guidelines (WCAG) 2.1, Level AAA and complies with ADA regulations. These standards ensure our platform is accessible to users with disabilities, encompassing a wide range of needs.

- **Accessibility Testing and Maintenance:** Brainfuse performs regular accessibility audits using automated and manual testing methods. Issues identified are addressed promptly to ensure continued compliance. In addition, our development team receives ongoing training in accessible design principles to ensure all new features align with ADA requirements and maintain the latest WCAG standards.

- **Accessibility Conformance Report (ACR):** Brainfuse maintains an up-to-date Accessibility Conformance Report (ACR) based on the Voluntary Product Accessibility Template (VPAT) Version 2.5. This document demonstrates our compliance with ADA standards and WCAG 2.1 AAA guidelines.

- **Universal Design Principles:** Brainfuse operates without requiring plugins or downloads, ensuring accessibility across all modern browsers. Our platform is compatible with all major operating systems and devices, including desktops, tablets, and mobile phones, supporting Windows, macOS, iOS, Android, and ChromeOS. In addition, patrons can access support through live (synchronous) or asynchronous modes, catering to diverse learning needs and technical abilities. Adaptive design and accessibility features of our platform include:

    - **Chat Translation:** Our platform includes real-time chat translation, allowing patrons and tutors to communicate across over 135 different languages to support learners effectively.

    - **Screen Reader Compatibility**: The Brainfuse platform supports all major screen readers, including JAWS, VoiceOver, NVDA, and Narrator, allowing seamless navigation for visually impaired users.

    - **Keyboard Navigation**: Full keyboard navigation enables users who cannot operate a mouse to interact with all platform features effectively.

    - **Magnification Support**: The platform is compatible with screen magnification tools like ZoomText, Magnifier, and MAGic, providing accessible visual support for users with low vision.

    - **Text-to-Speech Functionality**: Brainfuse supports text-to-speech software, including Spoken Content, Live Speech, Speak, and Select-to-Speak, which is particularly useful for users with cognitive or reading impairments.

    - **Speech-to-Text Functionality**: Brainfuse supports text-to-speech software, including Voice Control, Dictate, Dragon, and Diction.

    - **Closed Captioning and Transcripts**: All video materials include closed captions and transcripts for users who are deaf or hard of hearing.

- **Alternative Formats**: In cases where certain features, such as whiteboard tools, are not compatible with assistive technologies, Brainfuse offers alternative methods, such as phone-based tutoring.

- **Hot Keys**: The platform supports navigation through hot keys, enabling mouse-free interaction for patrons with motor impairments.

- **Continuous Improvement:** Brainfuse maintains a dedicated Accessibility Team that oversees compliance, conducts regular audits, and updates features to align with accessibility best practices. The team includes representatives from leadership, IT, client success, and HR to ensure comprehensive adherence to accessibility principles. In addition, through our collaborative and attentive partnership with clients, accessibility enhancements are driven by user feedback, ensuring that the platform continues to meet and exceed user needs.

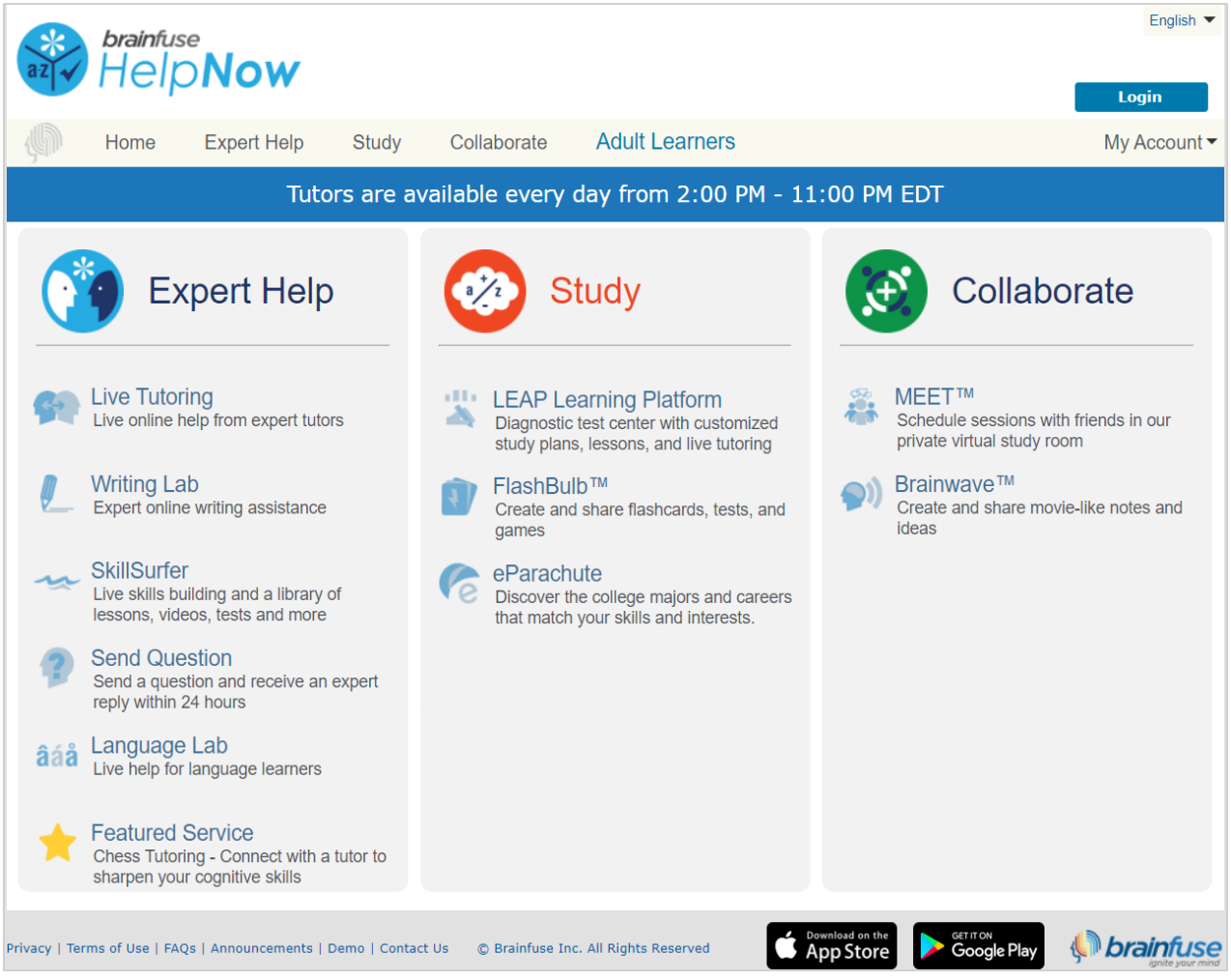
# SUMMARY OF BRAINFUSE SERVICES

Brainfuse will provide all-inclusive use of its HelpNow Academic Support Suite (as described below).

## THE HELPNOW ACADEMIC SUPPORT SUITE

Years of research, millions of tutoring sessions, and feedback from library patrons and staff have shaped HelpNow into a unique combination of academic services for patrons of all ages. We recognize that patrons seek academic support for a wide variety of reasons, from homework help to drafting a business letter to brushing up on a job skill. In order to accommodate this range of requests, HelpNow incorporates the following mutually-reinforcing services:

1. **EXPERT HELP CENTER**
2. **THE ADULT LEARNING CENTER**
3. **THE STUDY CENTER**
4. **THE COLLABORATION CENTER**



# 1. THE BRAINFUSE EXPERT HELP CENTER

**LIVE ON-DEMAND TUTORING**: Patrons receive live, on-demand homework help from Brainfuse-certified tutors in a variety of subjects. Tutors and patrons communicate in real time through the Brainfuse Online Classroom. Whatever a patron types, draws, or shares on the screen, the tutor sees, and vice versa. Our platform records all sessions for later review by patrons.

- **MULTIPLE LANGUAGES SUPPORTED.** Brainfuse currently offers tutoring in Spanish from U.S.-based Spanish-speaking tutors. Additional language support is available upon request.

- **SUPPORT IN VIRTUALLY ANY LANGUAGE:** The Brainfuse whiteboard also features a robust AI-powered translation feature that allows students and tutors to communicate in over 130 different languages.

**ONLINE WRITING LAB**: As an organization, we have devoted considerable resources to building an exceptional writing lab program. In fact, we were the first online tutoring company to offer asynchronous online writing assistance to library patrons. Our writing lab supports students during all phases of the writing process, with an emphasis on structure, voice, word choice, content, and sentence fluency. Brainfuse writing tutors employ research-based methodologies to encourage patrons to revise their papers critically, develop greater sensitivity to their audience and, ultimately, become better writers. Patrons have the option of submitting papers to our Asynchronous Writing Lab or connecting with a live online writing expert.

- Asynchronous Writing Lab: Patrons submit their writing online through our secure messaging service *(no email address is ever required)*. Within 24 hours, our writing specialists return the paper along with a detailed analysis and a customized analytic rubric. Rubrics focus on organization, voice, and thematic coherence. Patrons can share the rubric analysis with live tutors for more targeted assistance.

- Live Writing Lab: Patrons who are in the preliminary stages of the writing process (or who just prefer more immediate feedback) have the option to receive live, one-to-one writing assistance from one of our writing experts. During these live writing sessions, students and tutors can use our online classroom to share and mark-up documents together. As with all of our sessions, tutors will not "edit" a student's writing, but provide constructive analysis.

Writing Lab -- Rigorous Quality Control: Our writing lab methodologies, customization features, and quality control safeguards truly make us unique among online tutoring providers. Our Quality Assurance Team tracks each patron's submission from the moment it is received, accepted by a tutor for review, and returned to the patron.

Multiple Levels of Review: Most providers distribute their papers to freelance tutors who make comments and return them to patrons. This distributed, uncoordinated approach often leads to rushed comments and inconsistent analytical quality. We employ a multi-layered review process to maintain methodologically-consistent feedback*:*

- Writing Tutor Review: When a patron submits a paper to our tutors for review, our system sends the paper immediately to the appropriate writing expert. With details provided by the user during submission, our writing experts are able to offer individualized and targeted feedback for the patron to consider during the revision process.

- Writing Lab Monitor Review: After a submission is completed by one of our tutors, our writing lab monitors thoroughly examine the feedback to ensure meets our rigorous standards. This second level of review helps patrons become better writers by providing them with consistent and actionable guidance. When examining the file, we review all aspects of the feedback, including the degree to which suggestions for revision are accurate, applicable, and specific. Once the completed submission has been examined, our team provides detailed comments about the submission to the tutor. These comments allow us to rectify any concerns and proactively support tutors in maintaining high-quality reviews.

**LANGUAGE LEARNING CENTER:** Our language learning center features on-demand homework help and a powerful vocabulary builder for students who are taking a language class or need support developing their vocabulary in another language:

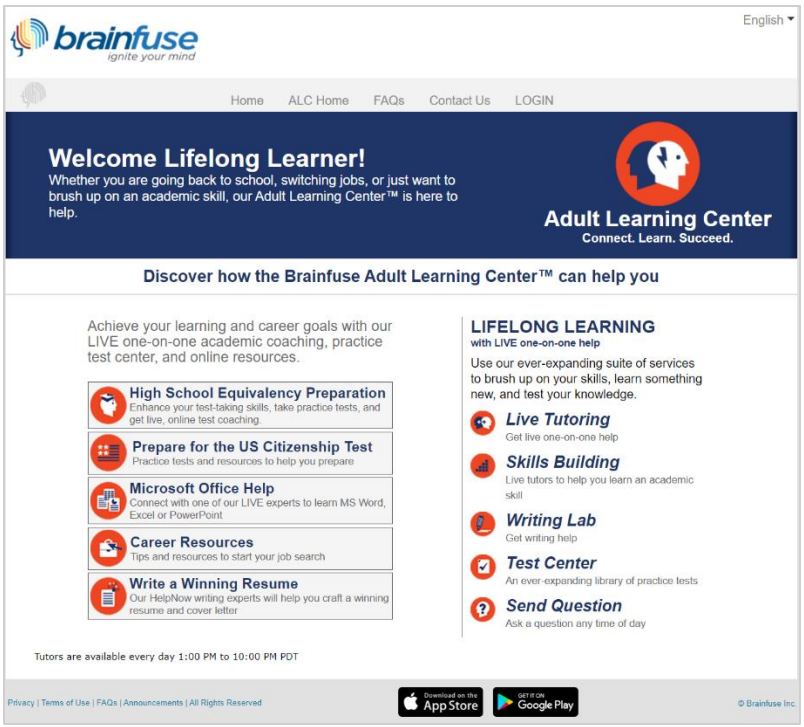
- Live Language Tutoring: Live tutoring for patrons learning Spanish will be offered. Other language configurations are available upon request.

- Vocabulary Builder: *Wordlayer* is a powerful language-learning tool available to assist users build their vocabulary and pronunciation. We currently offer Catalan, Danish, Dutch, French, German, Italian, Norwegian, Portuguese, Russian, Spanish, and Swedish, and will soon launch additional languages (including support for ESOL students). *Wordlayer* helps build vocabulary through quizzes, lessons, and drills that include audio from native speakers. Produced with the help of professional language instructors, *Wordlayer* is suitable for learners at varying levels of proficiency and aligns to the Common European Framework of Reference for Languages.

**24/7 QUESTION CENTER:** The 24/7 Question Center is ideal for patrons who require a detailed, extended explanation of a difficult concept but who are unable to meet with a tutor in real-time. Patrons simply submit their question and a tutor will respond within 24 hours. As always, it is our policy to provide explanations of concepts, not answers.

## 2. THE ADULT LEARNING CENTER

**SKILLS BUILDING FOR ADULT LEARNERS:** We created the Adult Learning Center to meet the unique needs of an adult population. The Adult Learning Center offers skills building, test preparation, and a unique academic skills center with live tutoring support. Its features include:




- Live Academic Tutoring: Adult learners who need help with an assignment in class, or need academic support for any other reason, can connect with a live tutor through our online classroom. Tutors are trained to not simply provide answers but to help users master underlying academic concepts.
    - Academics and Beyond: In addition to support in core academic areas, we have expanded our live tutoring options to include Chess tutoring, FAFSA assistance, time management skills, and more to help learners succeed in and out of the classroom.
- Live Skills Tutoring: Our skills building service draws upon the successful skills building model of our K-12 service, but has been completely redesigned for adult learners who want to go beyond basic homework help to master an academic skill.
- Writing Assistance: The Adult Learning Center offers both live writing assistance and an intensive writing lab to help users produce business letters, term papers, job resumes, or any other piece of writing.
- Test Center: Our Adult Test Center provides 24-hour access to an ever-expanding library of interactive tests designed to help adult learners prepare for tests and master academic skills. Tests include the GED, GED-equivalent tests like HiSET, and the U.S. Citizenship Test, among others.

# 3. THE BRAINFUSE STUDY CENTER

**SKILLSURFER LEARNING LIBRARY:** With SkillSurfer, patrons enjoy unlimited access to self-paced learning through an extensive library of proprietary lessons, captioned video tutorials, and practice tests that encompass a wide range of subjects. And when a user needs additional assistance with a topic, a live tutor is always just one click away. SkillSurfer's offerings include:

- State-Aligned Test Preparation: Our live skills tutoring is fundamentally distinct from static "Skills Centers" offered by many other providers, which consist largely of third-party links rather than proprietary content fully integrated with live tutoring. Our test preparation system helps patrons master core academic skills through research-based lessons, live tutoring, and practice tests that have been aligned to all 50 states.

- Supported Tests: We offer a proprietary, ever-expanding library of online assessments and practice tests, including:

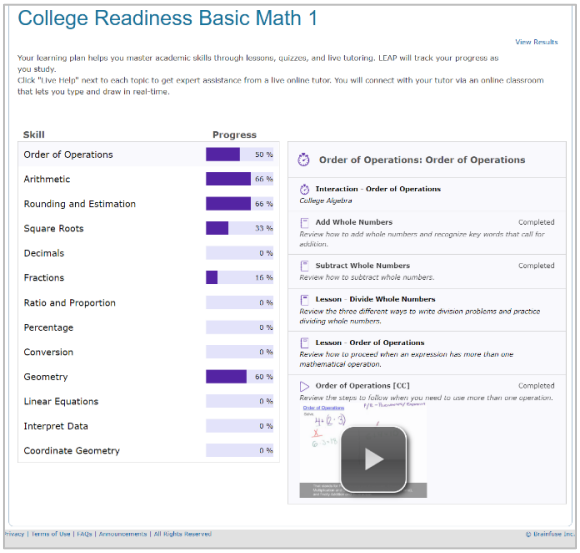
  - State-Aligned Practice Tests
  - The New SAT/ACT
  - PSAT
  - AP Practice Tests
  - The New GED
  - HiSET
  - ASVAB
  - TOEFL
  - TEAS
  - TOEIC
  - Computer Certifications, like Java, SQL, and others
  - U.S. Citizenship Test Course
  - College Placement Test

- Diagnostic Tests: When a user takes one of our diagnostic tests, our skills algorithm identifies areas of need and prepares a personalized learning plan consisting of targeted skills building lessons, video tutorials, and practice tests questions.

- Progress Tracking: Patrons are able to track their progress through a graphically-rich dashboard that shows students which skills they have mastered and which skills require additional attention.

- College-Entrance Exam Preparation: SkillSurfer includes a robust library of college entrance test lessons and practice tests for the SAT, PSAT, ACT and AP exams. In addition, all lessons and resources include one-click access to live tutoring support.

- Live Tutoring: While most online academic skills programs amount to little more than quizzes and software, we believe that there is no substitute for the responsiveness of live, one-to-one instruction. Since our learning plan content is integrated with our tutor routing system, Brainfuse tutors are available to help patrons



every step of the way. More specifically, a student can select the "Get Live Help" option from within any lesson and connect with a tutor who has access to that lesson, and who is an expert in the academic concepts covered by the lesson. In addition, the tutor can – with the patron's permission – view the test results and customize the session accordingly.

- Digital Literacy Assistance: Homework assignments often require the proper use of computers, digital devices, or software (Word, PowerPoint, Excel, and others). To meet this need, Brainfuse tutors provide live support to patrons who need assistance completing a personal project or academic assignment on their desktop or mobile device (such as help inserting footnotes in a term paper or creating a PowerPoint for a class project.) In addition, patrons can connect with a skills building tutor for individual lessons in a wide range of computer literacy topics. Upcoming additions to our digital literacy offerings will include, among other things, privacy protection tips, techniques for assessing the veracity of online resources, and web etiquette.

- ESL Services: SkillSurfer's ESL offering includes live tutoring for ESL students and a comprehensive lesson library that covers a range of beginning to advanced ESL topics, including reading, writing, grammar, TOEFL prep, and general college application information for English language learners. Our online classroom also includes an AI-based translation feature on our whiteboard that enables students to communicate with tutors in over 50 languages.

**SUMMER SKILLS CAMP:** Our seasonal Summer Skills Camp offers carefully curated lessons and activities in science, math, and writing to help students avoid the "summer slide."

**FLASHBULB™ FLASHCARDS:** Our flashcard feature allows users to easily create their own flashcards and view them from any computer or mobile device. In addition, users enjoy 24/7 access to our extensive library of online flashcard sets in hundreds of subjects. And to make study sessions more engaging, patrons can choose to transform their standard flashcard sets into a variety of games and quizzes (such as word scramble, crossword puzzle, matching, and more). Our flashcard sets also include support for many standardized tests, including CPS/CAP; DAT; GMAT; GRE; LSAT; MCAT; and SAT.

**CLOUDPACK™:** CloudPack provides a way for patrons to store information that they wish to share during a tutoring session. Patrons can archive documents, class notes, and other materials in their personal CloudPack and import these items during a live session. In addition, users can send documents directly to the writing lab from CloudPack. This feature is particularly useful for patrons who use Brainfuse from library-based computers, and would otherwise not have access to their documents.

# 4. THE BRAINFUSE COLLABORATION CENTER

- MEET™ Online Study Groups: While patrons regularly use commercial instant messaging to do homework with peers, most of these services lack robust academic tools and are fraught with security issues. MEET offers an effective alternative. With MEET, patrons can easily schedule online meetings using the Brainfuse classroom to collaborate on assignments or form online study groups.

- Brainwave™: Brainwave allows users to record their activity on the Brainfuse whiteboard for later playback. Brainwave is an ideal note-taking tool for recording solutions to math or science problems, class projects, or any other concept involving motion, sequence, or animation. Users also have access to the Brainwave library, consisting of user- and professionally-created Brainwaves in a variety of subjects.

## NEW FEATURES:

- Open Platform: Our online communication platform is available to libraries at no additional cost. Libraries can use this platform to, among other things, serve patrons remotely and host live events.

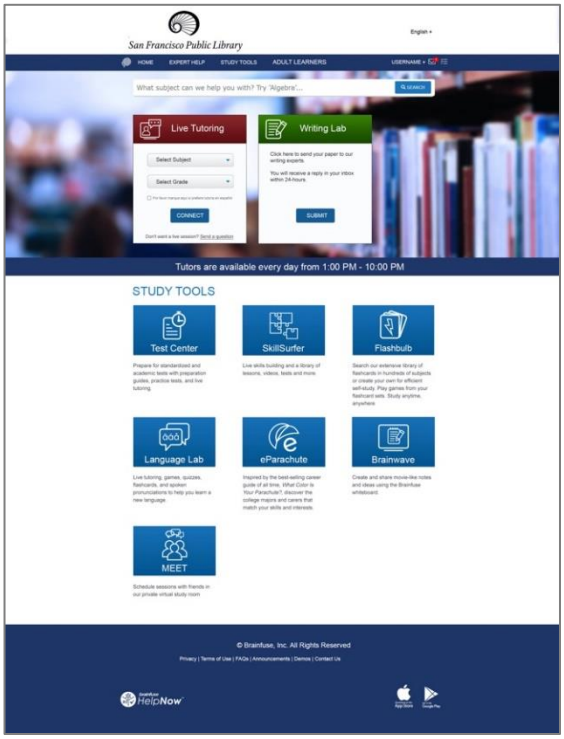
- Live online workshops include topical lectures followed by an interactive Q&A. Our most recent lecture focused on parental strategies for providing academic support to children during the COVID pandemic. Subsequent workshops will include test prep strategies, study skills, and selected academic subject areas (such as algebra and essay writing). All workshops are recorded and archived for easy reference.

## COMING SOON TO BRAINFUSE:

We are continually adding new features and content to HelpNow based on suggestions from library staff and patrons:

**NAVIGATING AI & AI-FEATURES:** Brainfuse will release support for AI tools, including consideration of AI ethics, in a refined and accessible approach for patrons of all skill levels. Our AI features and services will support access to understanding common AI tools, the advantages and limitations of the technology, and ultimately how to effectively and ethically use AI functionality.

**HELPNOW 4.0:** Brainfuse will release its fourth-generation HelpNow suite. HelpNow 4.0 represents our most significant upgrade to-date, featuring hundreds of design and usability enhancements, including:



- Additional whiteboard features and enhancements, including more interactive screen and document-sharing features.

- MEET Online Study Group Enhancements, which include giving students the ability to invite a tutor directly into their MEET online study group session.

- Design and navigability enhancements.

- A completely revamped test center that adds randomized testing and improved progress-tracking and navigation features.

**ENHANCED SUPPORT FOR IMMIGRANTS, REFUGEES AND ASYLUM SEEKERS:** Our Adult Learning Center currently offers U.S. Citizenship Test preparation and core academic skills tutoring to assist newcomers to the United States. Soon, we will launch a multilingual resource database and live navigators to assist immigrants, refugees, and asylum seekers who are looking to gain marketable academic skills, secure employment, and understand the process for obtaining Visas, Green Cards, and, ultimately, U.S. Citizenship.

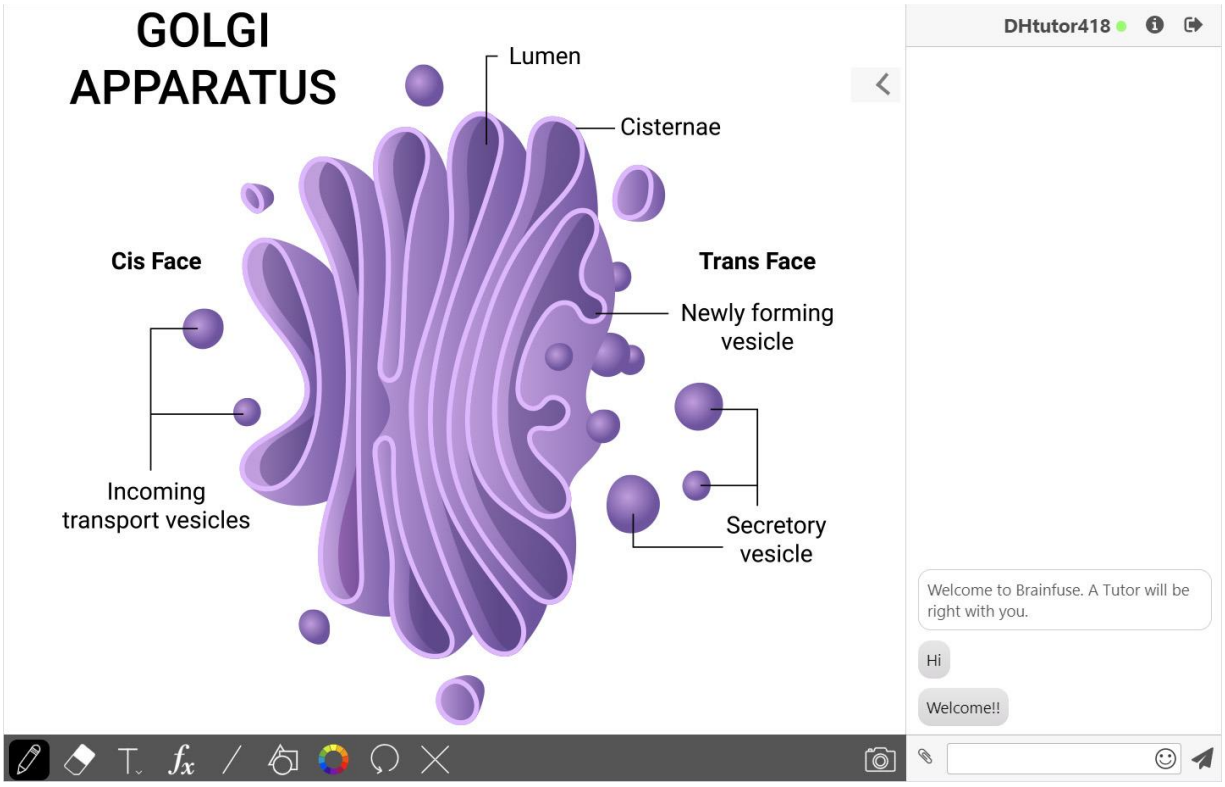
**MOBILE APP IMPROVEMENTS** We will continue to add new features and improve the mobile app experience.

**ADDITIONAL CONTENT AND SUBJECTS:** We will continue to add educational content (including lessons, practice tests, and "brain games" to our skills library) and tutoring subjects to its offerings based on user requests.

# ABOUT OUR ONLINE CLASSROOM & MOBILE APP

## THE BRAINFUSE ONLINE CLASSROOM

Field-tested and refined for over 26 years in the often low-bandwidth environments of educational institutions, the Brainfuse Online Classroom epitomizes ease-of-use and accessibility. The Brainfuse Classroom connects tutors and students in real time from any desktop or mobile device. Features include, among other things, freehand drawing, text editing, instant messaging, screen-printing, real-time file sharing, a state-of-the art equation editor, advanced math/science symbols, emoticons, copy/paste, and document sharing.




- On-Demand Sessions with Industry Leading Connection Times: Our on-demand system features smart routing and advanced dynamic staffing techniques to connect tutors and students with virtually no waiting time.

- The Most Advanced Equation Editor among Online Tutoring Providers: Unlike most equation editors, our equation editor is accessible from virtually any desktop or mobile device. And while most equation editors require students to master an input language such as LaTeX, we built an equation editor that requires no training to use -- students simply select equation elements from our online keyboard.

- Fully-Integrated Features Eliminate the Need for Toggling: For security and ease of use, all of our classroom tools are accessible within a single whiteboard environment, without the need for cumbersome toggling from feature to feature.

- Dynamic Workspace: Our whiteboard automatically expands to accommodate additional content from tutors and students, so there is no need to tab through multiple screens. Tutors also have the option, however, to generate multiple screens when necessary.

- Application Sharing through Screen Sharing: Our application/screen sharing feature allows tutors and students to simultaneously view and share web-content, browser-based tools, and software applications. With this feature, students or tutors, can incorporate into their tutoring session the wealth of content and tools available from their respective devices. This allows tutors and students, among other things, to display and edit documents together, use an online graphing calculator during a session, edit *and* run computer code, and work with common musical notation editors.

    - The Advantages of Application Sharing vs. Built-In Tools: Through application sharing, students and tutors can share any content or tools during a live session. *This solution is superior to whiteboards that have built-in tools that try to replicate what students normally us on their own devices (such as text editors, code editors, or graphing calculators):*

        - Ease of Use: Application sharing allows students to use their own tools during a session as opposed to using tools built into the whiteboard, which are not necessarily the tools they are accustomed to using.

        - Efficiency: Billable tutoring time is wasted when students have to use whiteboard tools (which are new to them). Application sharing allows students to begin learning right away.

        - Comprehensiveness and Overall Utility: Many built-in tools are limited in their scope. Built-in code editors, for instance, do not let students run the code they are working on, nor do they accommodate all of the programming languages that may be relevant to an assignment. Almost by definition, built-in text editors and code editors will always lag behind their software counterparts in terms of functionality and features. With Brainfuse. Application sharing, by contrast, offers users a virtually unlimited range of software and web-based content without limits on functionality.

- Secure Document/File Sharing: Files in all major formats (.pdf, .html, .txt, .xls, .jpg, .gif, MS Word, etc.) may be downloaded using our secure file-sharing feature that allows easy transfer of documents while ensuring that *tutors never have access to student email addresses or any other personal information.*

- Print, Archive, Share, or Play Back Past Sessions: Students may cut and paste session transcripts or print out a screenshot of the online classroom. Students may also import saved sessions into current sessions, view archived session transcripts, or play past sessions for review and study purposes. This feature is available from any desktop or mobile device.

**BRAINFUSE'S ASYNCHRONOUS PLATFORM:** Our asynchronous platform gives students the option to submit papers to our writing lab or questions to our tutors from virtually any computer or mobile device. Once an item is submitted, our task management system ensures that it is assigned to the appropriate expert. Our system tracks the submission and sends reminders to Brainfuse staff to ensure that the tutor's response to the submission is returned to students within 24 hours one of the shortest turnaround times in the industry).

**SECURITY AND PRIVACY:** It should be noted that our system does not require student email addresses or other personal information. All routing takes place through a user's Brainfuse username and password. Students receive responses via the Brainfuse message center.

**ACCESSIBLE LEARNING PLATFORM:** The Brainfuse Online Classroom represents the most accessible learning platform among online tutoring providers. It conforms to Section 508 Standards and adheres to Web Content Accessibility Guidelines developed by the Web Accessibility Initiative. It is Mac and PC compatible, supports all standard web browsers, and is available from virtually any smartphone or tablet. In addition, our HTML5 platform requires no plugins such as Flash, or Silverlight. By judiciously incorporating new features, we have ensured that the Brainfuse Online Classroom is still capable of accommodating users via dial-up modem.

**COMPATIBILITY**

Windows
- Windows 95 or above
- 64 MB of RAM
- Active Internet connection 28.8 Kb/s (dial-up accessible)
- Works on Windows tablets and touchscreen devices

Mac
- Mac OS X and above
- 64 MB of RAM
- Active Internet connection 28.8Kb/s (dial-up accessible)

iOS
- iPhone (via Apple App Store)
- iPad (via browser or Apple App Store)

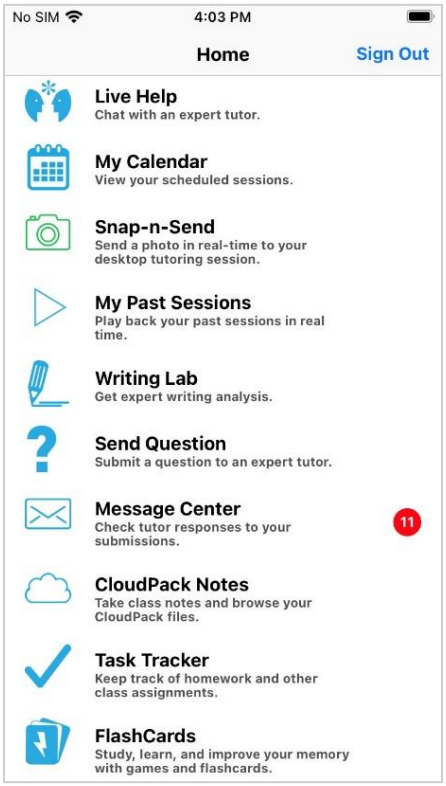
Android
- Smartphones (via Google Play app store)
- Tablets (via browser or Google Play app store)

# THE BRAINFUSE MOBILE APP

## PROVIDING MOBILE ACCESS TO HELPNOW

The Brainfuse Mobile App has been designed to enhance HelpNow by providing anywhere access to live help, learning materials, and study tools. In addition, our application helps students bridge the gap between classroom instruction and online tutoring sessions. Our mobile app is free and is available in both the iOS (Apple) and Google Play (Android) stores. It is designed to work on both smartphones and tablets. Most of the features of our mobile app are unique among online tutoring providers and are designed to provide a user with complete homework support.

**FEATURES OF THE APP INCLUDE:**




- Live Help: Connect with a tutor to receive live tutoring from any smartphone or tablet.

- Snap-n-Send: Snap-n-Send allows users to snap a picture via their mobile device and send the picture to their desktop whiteboard in real-time. This feature greatly expands input options for users since they can snap pictures of their handwritten notes, textbook pages, equations, and send them to their desktop whiteboard during a tutoring session.

- Writing Lab: Our mobile writing lab provides students with an easy way to submit handwritten papers and other written work by simply scanning their documents through their mobile device's built-in camera or sending a document directly from CloudPack (HelpNow's cloud storage feature). We know of no other online tutoring provider that offers a mobile, asynchronous writing lab.

- Class Notes and Documents: The Brainfuse Mobile App allows students to take class notes, organize them by course subject, and access them through virtually any mobile device. Patrons can also upload classroom content, such as homework assignments, worksheets, and handwritten notes to share later with a tutor during a live session.

- Ability to Play Back Sessions: Our mobile app allows users to play back all of their previous tutoring sessions (whether those sessions took place on a desktop or mobile device). Many students find the ability to play back past sessions is helpful for review purposes.

- Set Study Alerts: Students can also convert notes to "study tasks" and set reminders to study the notes at a later date.

- Homework Tracker: We developed a mobile homework assignment tracker and task manager to help students stay on top of their assignments.

- Question Center: Our Question Center allows users to submit questions to Brainfuse tutors asynchronously.

- Mobile Flashcards: Users enjoy access to thousands of flashcards, including card sets that they created through HelpNow's desktop platform.

- Boopsie Compatibility: We collaborated with Boopsie to make HelpNow available through its mobile app platform.

# ADDITIONAL FEATURES OF THE BRAINFUSE PLATFORM

The Brainfuse Learning Platform also includes learning tools that are designed to help students take their learning beyond homework help.

**TEST LIBRARY:** Our approach to testing is unique among online tutoring providers in that we do not merely post links to third-party, freely-available, tests. For over a decade, we have developed a proprietary test library that has been completely integrated with our tutor routing and lesson library. The result is a testing platform that offers live tutoring support and is designed for systematic skills acquisition through the following features:

- Diagnostic Testing: Users take a diagnostic test to determine areas requiring extra attention.
- Learning Plan: Following the diagnostic test, our platform prepares a customized learning plan that contains lessons, quizzes and video tutorials.
- Live Tutoring Support: One of the unique features of our lesson and testing platform is that live tutoring is always available as a student works through the learning plan.
- Progress Tracking: Our testing platform makes it easy for users to track their progress until they have achieved mastery.

**SKILLS LIBRARY:** Our Skills Building feature is built on a proprietary platform that includes lessons, video tutorials, and quizzes in a wide variety of elementary through college-level subjects. A “Get Live Help” button accompanies each lesson so users can easily connect with tutors for additional assistance.

# ABOUT OUR TUTORS

Brainfuse employs a team of approximately 4,500 tutors. All Brainfuse tutors must have a four-year bachelor's degree (preference is given to certified teachers and individuals with prior tutoring experience). While our tutors hail from a broad range of experiences and educational specialties, all must possess the following credentials:

| CREDENTIAL/QUALIFICATION | PERCENTAGE |
|---|---|
| Bachelor's Degree in the area they tutor | **100%** |
| Graduate Degree (MA, MS, MEd, PhD, etc.) in the area they tutor | **96%** |
| At least a 90% performance on the relevant Brainfuse-administered subject matter test | **100%** |
| 3+ years teaching or tutoring experience | **100%** |
| Over 30 hours of supervised training in pedagogical techniques | **100%** |

## TUTOR SELECTION

Our process for hiring tutors is very selective. All tutors undergo a multi-step selection and training process that is designed to produce a professional team of online tutors:

- Resume Review: All tutors must have four-year college degrees (preference is given to certified teachers and individuals with prior tutoring experience).
- Interview: Promising applicants are initially screened to determine their ability to work with students in an online environment.
- Online Proficiency Test: Unlike some online tutoring services that allow applicants to mail in proficiency tests, our applicants are tested live and online for greater testing accuracy. Live testing allows us to determine proficiency within each relevant subject area and whether the applicant has the ability to convey ideas clearly in an online environment.
- Simulated Session Test: Applicants must show that they have the ability to convey ideas clearly in an online environment.
- Background Check Conducted by a Third-Party Clearance Agency. Our tutors must clear a background check before working with students.
    - All tutors are checked through a criminal database.
    - Brainfuse contacts references and previous employers.

## TUTOR TRAINING

Brainfuse tutors undergo a rigorous training and certification process to ensure high-quality service and instructional consistency. More specifically, our tutors are trained to employ a range of field-tested techniques (inspired by CRLA-designated principles), current research, and best practices that have been specifically adapted to online tutoring, including:

- Ensuring that tutors understand their core mission and responsibilities
- Basic tutoring guidelines (do's and don'ts) -- including, among other things, maintaining a professional/courteous demeanor, and employing strategies that are positive and motivating
- Techniques for successfully beginning and ending a tutor session
- Strategies for motivating students
- Strategies for tutoring adult learners
- How to work with difficult students
- Helping students set goals and planning
- Online communication skills
- Active observation, listening, and paraphrasing during a tutoring session
- When to refer students to seek additional help from their school
- Helping students develop study skills
- Helping students think critically
- Academic integrity issues, sexual harassment, and/or plagiarism
- Helping a student learn through modeling
- Use of probing questions
- Working with special needs students
- Working with students from diverse backgrounds and target populations
- Identifying and using resources
- How to provide a structured online tutoring session
- Scaffolding/ Differentiation
- Using the whiteboard tools to elicit student participation
- Using various prompts to determine whether a student has mastered a concept
- Marshalling Brainfuse’s lesson library to provide students with additional problem sets and reinforcement

## TUTOR MONITORING AND REVIEW SYSTEM

In order to consistently provide high quality instruction, Brainfuse uses a rigorous monitoring and review system that has led to high client retention rates and customer satisfaction ratings:

- Live Monitoring: We are the only online tutoring company to staff a full-time monitoring team. Monitors provide tutors with real-time assistance with respect to instructional strategies and also assist students with special tutoring requests. In addition, our monitors review session transcripts daily and provide management with summary reports of the day's activities.

- Transcript Analysis: Our mentoring team analyzes transcripts and compiles a daily report on any issues that might require additional attention by our management staff. Transcript analysis is also used to rate tutors.

- Ongoing Tutor Evaluation: We evaluate our tutors regularly based on session performance (as determined through students' post-session surveys, client feedback, live monitoring, and review of session transcripts). During periods of low use, monitors log on as students to further evaluate tutor performance. Tutors are rated on a scale of 1-5. Tutors in training begin with a rating of 1. Tutor ratings are used, among other things, to determine staffing and routing priorities (higher rated tutors receive students first).

- Quality Control Software: We employ a proprietary algorithm to identify inappropriate language or potentially unacceptable exchanges of personal information (such as phone numbers, addresses, etc.). Our live monitors are then able to view the transcript in greater detail to determine whether the issue warrants additional attention.

- Ongoing Professional Development Through Tutor Managers: Our tutor managers serve as both supervisors and mentors to tutors. Their role is to monitor performance and share best practices and constructive comments with tutors through private correspondence and regular conference call meetings.

- Post-Session Surveys: Our tutor managers analyze post-session reviews and take appropriate action when necessary.

- Client Reviews: Our Client Support Team maintains regular contact with library staff and solicits comments regarding tutor performance. Issues that require additional attention are communicated to our tutor managers.

# KEY BRAINFUSE PERSONNEL

Below are resumes of key Brainfuse personnel responsible for performance under any contract resulting from this RFP.

## JOI YAU

**Position:** Operations Director

**Education:**

- University of Buffalo (2001 - 2005)

**Experience:**

- Operations Director, Brainfuse (2018 - Present)
- Operations Manager, Brainfuse (2012 -2018)
- With Brainfuse since 2006

**Role & Responsibilities:**
Coordinates timely program launches, maintaining regular communication with clients, and ensuring tutoring is uninterrupted and of high quality.

## JACK ROTHSTEIN

**Position:** Brainfuse's Director of Library Services

**Education:**

- University of Kentucky, Bachelor of Science, Marketing

**Experience:**

- Director of Library Services, Brainfuse (2006 - present)
- 20 years of client management experience for IT and Management consultant agencies working with public and private enterprises in education, telecommunications, and manufacturing.

**Role & Responsibilities**: Since 2006, Jack has been Brainfuse's Director of Library Services, managing client acquisition, implementation and customer service for thousands of libraries nationwide.

## FRANCESCO LECCISO

**Position:** Co-founder of Brainfuse, Director of Product Development

**Education:**

- Brown University B.S. History, (1991) *Magna Cum Laude*
- Fulbright Scholar (1991-1992)
- Columbia Law School J.D. (1993-1996)

**Experience:**

- Director of Brainfuse, Brainfuse (1999-present)
- Attorney, Cravath Swaine and Moore (1996-1999)

**Role & Responsibilities**: Ultimate responsibility for overseeing the implementation and operation of the program. In addition, will consult with client regarding development of customized features and services to further tailor Brainfuse to patron needs.

## SAM GABRIEL

**Position:** Brainfuse's Chief Technology Officer

**Experience:**

- Brainfuse (2001-present). Instrumental in creating the Brainfuse Learning Platform, including routing, staffing, and admin features.

**Role & Responsibilities**: Will manage the Brainfuse technical staff to ensure smooth integration and service launch. Will continue to ensure uninterrupted service and development of new features throughout the course of the contract.

## DIANE BIZZLE

**Position/Role**: Director of Outreach

**Education:**

- Cardinal Stritch University, B.A. Magna Cum Laude, (2001-2005)

**Experience:**

- Tutor Supervisor/Head Curriculum Developer, Brainfuse (2007 - present)
- Standardized test rater, Pearson Educational Measurement, (2007)
- Standardized test rater and supervisor, Educational Testing Services, (2003 – 2006)

**Role & Responsibilities**: Will ensure customization of usage reports for client. Will also assist in outreach efforts to patrons.

## BRAINFUSE QUALITY ASSURANCE & MONITORING TEAM

Our quality management team has decades of combined experience in teaching, program administration, and quality assurance. Our team implementing and monitoring our quality control plan will always consist of trained staff who 1) possess a bachelor's degree, with preference given to those with graduate degrees and 2) possess three or more years of related experience, with preference given to those with experience in education, quality assurance, or program management.

Below is a brief selection of current members on our Quality Assurance & Monitoring Team:

### JAYSON SWANSON

**Title:** Program Manager

**Education:**

- New Jersey Institute of Technology, M.S., Applied Mathematics
- New Jersey City University, M.A., Mathematics Education
- Drew University, B.A., Applied Mathematics

**Related Experience:**

- Academic Manager, Brainfuse
- Mathematics Instructor for weekend G & T program, Columbia University
- Mathematics Professor, Bergen Community College
- Teacher, Fordham Preparatory School Higher Achievement Program
- Adjunct Mathematics Instructor, Essex County College
- Adjunct Mathematics Instructor, New Jersey Institute of Technology

### NANCY ZHU

**Title:** Program Manager

**Education:**

- St. John's University, Master of Science in Education, Mathematics
- University of Notre Dame, Bachelor of Business Administration, Marketing

**Related Experience:**

- Program Manager, Brainfuse
- Math Teacher - Grades 6-12, New York City Department of Education

## ARNOLD CLEM

**Title:** Program Manager

**Education:**

- Exeter University (UK), M.Sc Psychological Research Methods, *Distinction*
- Colorado Christian University, B.A. Psychology, *Summa Cum Laude*

**Related Experience:**

- Program Manager, Brainfuse
- Program Director, Sample Supports

## CONOR ANDERSON

**Title:** Program Manager

**Education:**

- Macaulay Honors College at CUNY, Lehman College, B.A., *Summa Cum Laude*

**Related Experience:**

- Program Manager, Brainfuse
- Academic Programs Coordinator, CUNY Brooklyn College
- Teacher, Fordham Preparatory School Higher Achievement Program
- Teaching Assistant, New York Institute for Special Education

# ABOUT OUR ADA, FERPA & COPPA COMPLIANCE

## BRAINFUSE'S ADA COMPLIANCE

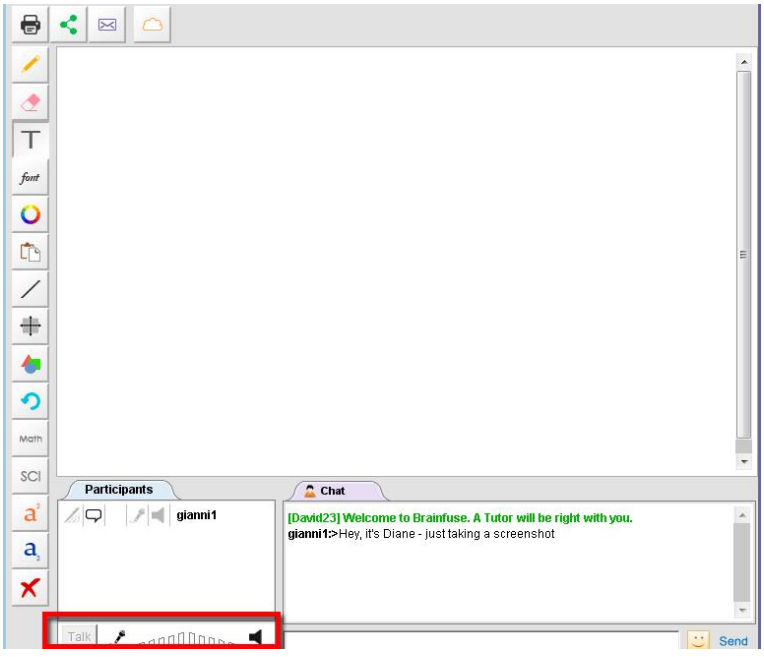
Brainfuse is ADA compliant. Students with disabilities will have the following services available for their convenience:

- A toll-free number to help assist students with sight impairments.
- An audio tutoring option.
- ADA-Compliant platform (described in further detail below).

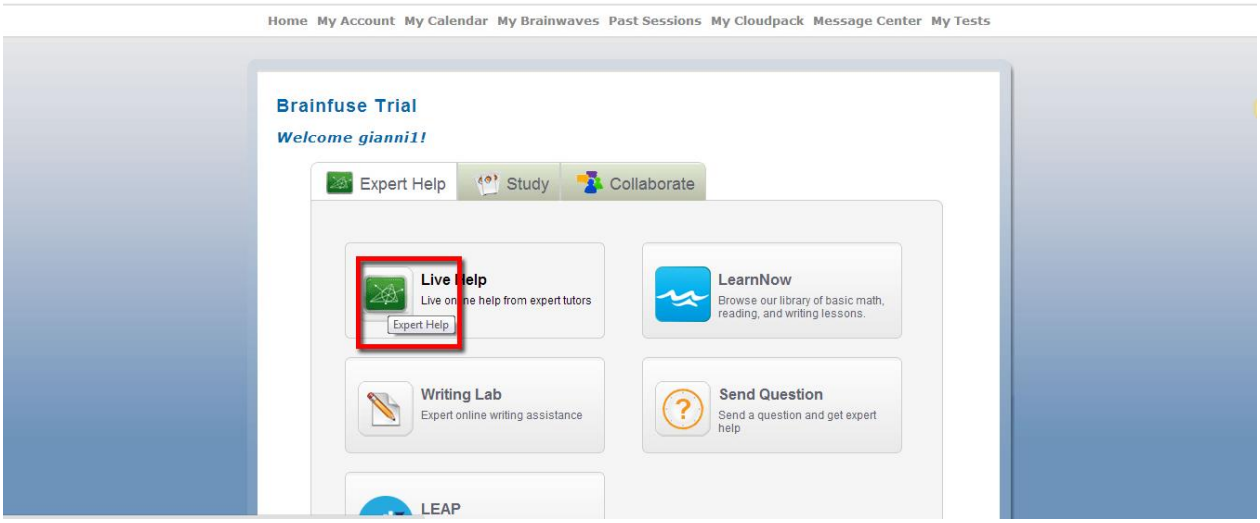
**ADA-COMPLIANT PLATFORM**: Brainfuse services conform to Section 508 Standards and adhere to Web Content Accessibility Guidelines developed by the Web Accessibility Initiative. For example:

- Brainfuse's live tutoring includes audio features for the vision impaired.
- Brainfuse content is compatible with all available screen readers.
- All Brainfuse images and graphics have an alt tag or long description.
- Brainfuse uses alt tags for image maps and for graphics associated with the image map so that a person using a screen reader will have access to the links and information.
- Brainfuse text links are carefully described to clearly indicate what the link is supposed to do.

Screenshot Example of Audio Features



Screenshot Example of Alt Tags




**Working with screen-reading software:** Brainfuse works with major screen-reading software programs (such as JAWS). Please note that whiteboard graphic elements are not supported by screen reading software and we therefore accommodate blind (and some vision-impaired) students by giving them the option of receiving Brainfuse tutoring by phone through our proprietary tutor-matching system.

In addition, Brainfuse has been designed to work with those screen readers that are built into operating systems. Our system is designed to support full keyboard navigation. As a result, there is no need for a mouse to be able to navigate various areas in the Brainfuse service. In addition, we avoid using drop-down menus on the student side of the service. However, in cases where drop down menus are being used, they are fully accessible using the keyboard so that a visually-impaired individual can still navigate them.

**Working with text-to-speech software:** Our website works with text-to-speech software. As mentioned above, it must be noted that since our whiteboard graphic elements are not supported by text-to-speech software, we try to accommodate blind (and some vision-impaired) students by giving them the option of receiving Brainfuse tutoring by phone through our proprietary tutor-matching system.

**Using hot keys to allow navigation without using a mouse:** Brainfuse works mouse-free with hot keys, with magnification software, and with text-to-speech software.

**Captioning for videos:** We include captioning for many of our videos (and designate them as such). In addition, virtually all of our new videos created by our development team are captioned.

# HOW BRAINFUSE CONFORMS TO THE REHABILITATION ACT

(as amended in Section 1194.22 paragraphs a-p)

§1194.22 (a) Offer Text Equivalents: Brainfuse provides a text equivalent for every non-text element. In addition, all audio content found in our SkillSurfer service includes caption. While we do not present charts and graphs on our website, if we do, we shall use the longdesc attribute and/or in-line text to describe such images.

§1194.22 (b) Present Synchronized Multimedia: Our SkillsSurfer provides synchronized captions. In addition, all whiteboard interactions allow the possibility of live text messaging and text annotation to accompany any whiteboard content.

§1194.22 (c) Remain Independent of Color: Our web content has been designed (including the use of font, special characters, alt-text) to be independent of color for conveying essential information.

§1194.22 (d) Stay Independent of Style Sheets: Our content is readable without requiring an associated style sheet.

§1194.22 (e) Provide Redundant Links for Server-Side Maps: We provide text links for each active region of a server-side image map.

§1194.22 (f) Use Client-Side Image Maps: Whenever possible, Brainfuse provides client-side image maps instead of server-side image maps.

§1194.22 (g) Label Row and Column Headers: When data tables are displayed, we identify row and column headers.

§1194.22 (h) Use the Headers Attribute in Complex Tables: We do not currently display such tables, but are aware of this requirement.

§1194.22 (i) Supply Frame Titles (attributes and elements): When frames are displayed, we title them with text to assist in frame identification and navigation.

§1194.22 (j) Reduce Flicker: Our pages have a frequency greater than 2 Hz and lower than 55 Hz to avoid screen flicker.

§1194.22 (k) Offer a Text-only Alternative: We are aware that if we are unable to achieve compliance of the 508 Standards, through other means that we will provide a text-only page.

§1194.22 (l) Write Accessible Scripts: For those pages that use scripting, we provide functional text that is readable by assistive technology.

§1194.22 (m) Specify Accessible Applets and Plug-ins: When a web page requires that an applet, plug-in, or other application be present on the client system to interpret page content, we provide a link to the plug-in or applet.

§1194.22 (n) Design Accessible Forms: Our online forms allow assistance technology to help users complete such forms.

§1194.22 (o) Offer Skip Navigation: Our navigation logic allows users to skip repetitive navigation links.

§1194.22 (p) Alert Users to Timed Responses: Brainfuse does not include timed responses for users but we are aware of this requirement.

## ABOUT OUR FERPA & COPPA/CIPA COMPLIANCE

Brainfuse provides the safest possible environment for conducting online tutoring sessions by maintaining strict FERPA and COPPA/CIPA compliance:

- Brainfuse does not solicit a student's personal information and does not require it in order to provide tutoring services. In the rare instance that an institution would provide us with personal information, it is our policy to never share such information with third parties nor to retain such information beyond the time frame of its original purpose.

- Our secure file sharing feature eliminates the need for emailing and ensures that tutors never have access to a student's name or email address.

- Our unique live monitoring protocol helps ensure tutor compliance with our anonymity policy during sessions. Our monitoring team observes sessions in real-time, reviews session transcripts and maintains archives of past sessions.

- Our proprietary software identifies potentially inappropriate exchanges of information (phone numbers, addresses, etc.) and alerts our monitoring team to determine whether the issue warrants additional action.

- Our tutors undergo the same background check process mandated by our school district clients with respect to any individuals who interact with students.

- **NO SOLICITATION OF ADDITIONAL CONSUMER SERVICES TO STUDENTS:** Though not a FERPA requirement, it should be noted that *Brainfuse does not offer a for-pay version of its service to consumers.* Brainfuse “HelpNow” is our premium online tutoring service to which we devote all of our development efforts and tutor staffing resources. As such, students who go to our homepage will not be directly or indirectly solicited to subscribe to additional premium services or to pay for additional tutoring time.

# IMPLEMENTATION, SUPPORT & MARKETING PLAN
## INCLUDES SAMPLE MARKETING MATERIALS

**PLEASE NOTE:** *Brainfuse currently provides online homework help services to Fort Bend County; however, for the purposes of this RFP, we are outlining our implementation procedures below.*

## IMPLEMENTING BRAINFUSE: SEAMLESS IMPLEMENTATION PROCESS

We have designed our implementation procedures to be quick, seamless, and require minimal effort from library staff. Service implementation usually takes 5-10 business days, and all of our launches have taken place well within three weeks.

### ESTIMATED STAFF TIME COMMITMENT DURING IMPLEMENTATION:

- Library Administration: 2-3 hours
- IT Staff: 3-4 hours
- Branch Staff: 1 hour

### LIBRARY STAFF TIME COMMITMENT DURING DAY-TO-DAY OPERATIONS:

Brainfuse has been designed to be a self-sufficient service that does not require a significant time commitment from library staff beyond reading usage reports and referring in-house patrons looking for homework help to our service. More specifically, Brainfuse provides the ongoing support services necessary for maintaining a viable program, including technical and customer support.

### IMPLEMENTATION GENERALLY CONSISTS OF THE FOLLOWING ELEMENTS:

- Staff Consultation: Library and Brainfuse staff will discuss usage report format/layout preferences, customized collateral, general collateral, set training dates, and other patron outreach strategies. In addition, Brainfuse technical staff will work with library technical staff to integrate services with each participating library's website and remote authentication system. Complete graphics/logos for identifying our service are also provided in compatible format for posting on the library website.

- Staff Training: Brainfuse provides full onsite training to library staff. Interactive training software is also provided to librarians who are unable to attend live training sessions. Follow-up/refresher training is available for existing/new support staff throughout the term of the contract, and is included at no extra cost.

- Promotional Efforts: General collateral (posters, bookmarks, and brochures) is delivered to each participating branch site at no extra cost. Delivery of customized collateral will be subject to printing and shipping timelines.

- Launch: Upon request, Brainfuse staff can be present at various sites to provide assistance and training during the launch period.

**STAFF TRAINING:** At no additional cost, Brainfuse provides full onsite training at the beginning of a program, and throughout the year for staff members who are new to the library or for those who request a training "refresher". Training covers, among other things, the nature of Brainfuse services, how to use the online platform, and how to identify that types of patrons who would benefit most from online tutoring. Brainfuse also provides webinar training and makes recordings of the training webinars available for playback.

**TECHNICAL & CUSTOMER SUPPORT:** Brainfuse offers 24/7 technical and customer support, 365 days a year through a toll free number and email address. During service hours, our support staff answers questions instantly. Email and web form inquiries are answered within 24 hours. In addition, Brainfuse posts easy-to-use FAQs in both English and Spanish and online tutorials that are freely available on our website. All tutorials are updated regularly as we add new services and features.

**COMMITMENT TO INNOVATION:** As a company that does not offer a direct-to-consumer service, we are able to focus our pedagogical and software development completely on meeting the evolving needs of libraries and other educational institutions. As such, we were the first online tutoring provider to offer public library patrons, among other things, an asynchronous writing lab, academic skills center, state-aligned diagnostic tests and customized study plans, live career and resume assistance, and support for veterans. Nearly all of these features originated from the suggestions of library staff and the patrons they serve. This same spirit of innovation and listening to our clients continues to inform our development decisions.

## MARKETING/PROMOTION OF BRAINFUSE SERVICES

We actively work with our clients to promote awareness and use of our services. Our marketing efforts are one of the reasons that usage of tutoring services consistently increases in libraries that have switched to HelpNow from other providers. We believe that marketing must go beyond distributing collateral to helping users understand how our services are designed to support an entire range of academic needs.

**TARGETED OUTREACH:** The Brainfuse Client Care Team will work with your library to integrate and simplify access to our services. Our outreach efforts begin with a complete inventory of access points to our service, including:

- Optimizing Placement on Library Website: Brainfuse will assist library staff in determining optimal placement (in terms of visibility and ease-of-entry) of HelpNow links on the Library's website.

- Evaluation of Which Components Should Include Direct URL Access: Brainfuse will work with each library to determine whether they want to provide direct access to specific HelpNow services without having to go through the HelpNow homepage. For instance, Spanish speakers could enter the Spanish version of HelpNow directly from the Library's Spanish language page or students preparing for the SAT could enter through a direct link to our SkillSurfer.

- Timely Promotion of Particular Service Components: Libraries may decide to promote certain HelpNow services at different times of the year ("Study for finals", or "Prepare for the SAT"). Brainfuse will work with libraries to set a schedule for such seasonal promotions and our graphic design team will provide collateral, banners, and direct links to the appropriate service.

- Integration with Library Catalogs/Search Engines: Our Support Team will work with each library that desires to integrate Brainfuse into its online search engines and catalogue index.

- Shared Branding Marketing/Promotional Materials: Our Client Support Team offer libraries a range of advertising collateral, including posters, bookmarks, and flyers of a mutually agreed-upon design and function – all at no additional cost. Such collateral is available in customizable, print-ready formats from our password-protected Client Support Page. In addition, we have prepared video demos of our service for community outreach and training purposes. Brainfuse will also work closely with libraries to develop strategies for maximizing community awareness of HelpNow, including:

    - Print Collateral: Print collateral is available readymade or customizable by our in-house graphic design team. Print collateral includes posters, flyers, bookmarks, business cards, table tents, and banners to go on computer monitors.

    - Web Graphics: Brainfuse provides graphics (including banners and logos) in multiple sizes in the form of wallpapers, desktop icons, mobile-friendly graphics, and graphics in other formats. Some libraries, for instance, have used our web graphics to promote individual components of HelpNow, such as GED prep or resume assistance.

    - Social Media Promotional Assistance: We assist libraries that wish to promote their services via major social media outlets, such as Facebook, Twitter, parenting blogs, and education industry sites.

    - Promotional Presentations: As part of our commitment to working with libraries to increase awareness of our online services, we offer live presentations and webinar training sessions focused on raising awareness and promoting our services. Past webinars have been provided to parent groups, student organizations, and school districts. Each webinar is recorded and archived for library staff to use the entire year. Additional webinars are available upon request.

    - PSA Creation and General Announcements: Our Client Support Team will help libraries prepare and disseminate public service announcements, press releases, outreach to schools, and other organizations.

    - Materials Available in Multiple Languages: All materials, outreach efforts, and presentations are available in Spanish and other foreign languages upon request. Please see attached "SAMPLE MARKETING MATERIALS" (found below) for examples of our collateral designs.

# SAMPLE MARKETING MATERIALS

Please note that we regularly produce custom-designed marketing materials, including posters, bookmarks, online/social media promotions, etc. Such promotional items are created at no additional cost. The following are some samples of the marketing materials that have been produced by our graphic designers.

## GENERAL COLLATERAL:

Bookmarks







Flyer




Half-sheet




Table tent




Poster



## ALTERNATIVE COLLATERAL:

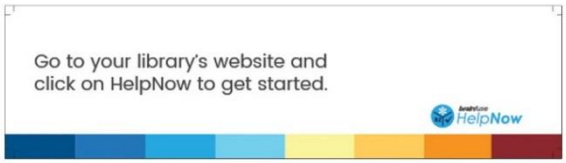
Bookmarks










Flyer




Half-sheet

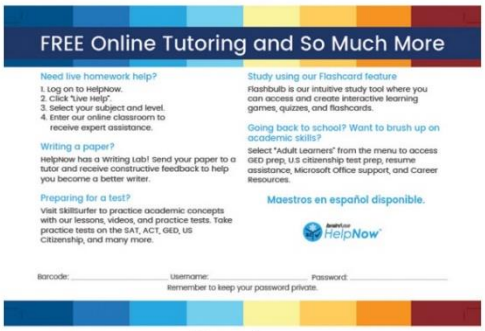



Table tent




Poster

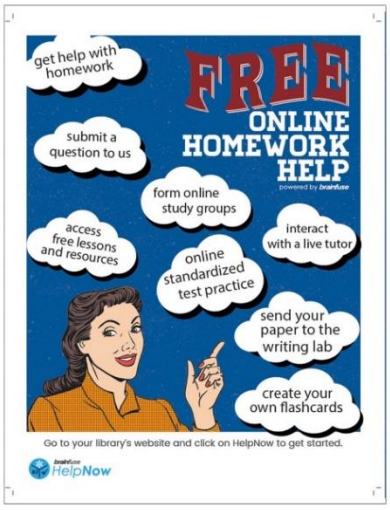


## ALTERNATIVE RETRO LOOK:

Bookmarks




Flyer




Half-sheet




Table tent




Poster



## EXAMPLE BANNER AD:




## EXAMPLE SPECIALTY FLYERS/ADS:






# COMPETITIVE TRIALS & STUDIES

## SIDE-BY-SIDE COMPARISON TRIALS

Long-term, head-to-head trials are rare, but when conducted, they provide valuable information about how services fare with actual library patrons. Many of these trials involved thousands of patrons and took place over the course of a year or more. It should also be noted that we have been selected as the sole tutoring provider every time we have participated in such trials.

### LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT, NEVADA TRIAL

**PARTICIPANTS:** Brainfuse and Tutor.com

**OUTCOME:** Las Vegas Clark County added HelpNow alongside its existing provider, Tutor.com. In a head-to-head pairing, patrons had the option of selecting either service from a shared launch page. By the end of the year, HelpNow usage was approximately twice that of Tutor.com's. The increased usage was likely the result of significantly shorter wait times and a more comprehensive suite of services, including a state-aligned test center and other proprietary content. After offering both programs side-by-side for 18 months, Las Vegas-Clark County selected Brainfuse as its sole provider of online services.

### OKLAHOMA DEPARTMENT OF LIBRARIES TRIAL

**PARTICIPANTS:** Brainfuse, Tutor.com, and other providers.

**OUTCOME:** After a side-by-side trial with Tutor.com and other providers, Brainfuse was chosen as the sole online tutoring provider.

### BROWARD COUNTY LIBRARY, FLORIDA TRIAL

**PARTICIPANTS:** Brainfuse and Tutor.com

**OUTCOME:** After nearly a year of offering Brainfuse and Tutor.com side-by-side, Broward County Library chose Brainfuse as its sole tutoring provider.

### CARSON CITY LIBRARY, NEVADA TRIAL

**PARTICIPANTS:** Brainfuse and Tutor.com

**OUTCOME:** Both Brainfuse and Tutor.com were offered to patrons side-by-side for one year. After gathering information from independent surveys, patrons and observing usage trends, Carson City Library decided to make Brainfuse its sole online tutoring provider.

# AGGREGATE HIGHER ED RETENTION DATA: 2016 TO PRESENT

An analysis of aggregate data from our higher education clients found that retention rates for students who utilized Brainfuse were 11% higher than the retention rates of students who did not, even when controlling for demographic and other factors.

# STUDENT SATISFACTION SURVEYS (POST-SESSION DATA)

## LIVE TUTORING

**User Ratings:** At the end of each session, students are able to submit post-session surveys and comments. The following table summarizes our survey responses from over 20,000 users for the past 10 years:

| POST-SESSION SURVEY | |
|---|---|
| Are you glad your organization offers this service? | 98% |
| Would you recommend this service to a friend? | 97% |
| Did this service help you complete your assignment? | 95% |
| Is this service helping you improve your grades? | 83% |
| Is this service helping you be more confident about your school work? | 97% |

## ONLINE WRITING LAB

- 96% of students who used the Brainfuse Writing Lab say that they would use it again.
- 77% of students who used the Brainfuse Writing Lab say that it has helped improve their grades.

# SERVICE COMPARISON CHART

## INCLUDES ADDITIONAL REASONS TO CHOOSE BRAINFUSE

The following represents how Brainfuse compares with other providers in certain key areas:

| | BRAINFUSE | OTHER LEADING PROVIDERS |
|---|---|---|
| One-to-one tutoring | **YES.** In addition, one-to-many tutoring is available at client's request. | **YES** |
| **Live Monitoring:** Real-time monitors that review sessions for completeness and pedagogical effectiveness. | **YES** | Most providers do not monitor sessions on a live basis. |
| U.S.-based Spanish-speaking tutors | **YES** | Most providers staff Spanish-speaking tutors who are not U.S.-based. |
| All tutors must have bachelor's degrees | **YES** | Many providers staff tutors who are still college students. |
| Foreign language acquisition Software | **YES** | **NO** |
| Standardized test prep integrated with Texas-aligned lessons and live tutoring | **YES.** We offer national and Texas-specific standardized tests integrated with online lessons and tutoring support. | **NO.** Most offer tests from third-party links and are not integrated with tutor routing, lessons, and services. |
| Short wait times to connect with a tutor | **YES.** Our average wait time is under 23 seconds. | **NO.** Clients who have switched report longer wait times. |

| | | |
|---|---|---|
| Texas-aligned skills building lessons and test prep lessons delivered by live tutors | **YES.** Lessons are Texas-aligned and delivered by live tutors (no "drill and kill" software). | **NO.** Skills centers involving no live tutoring but rather consist primarily of links to free third-party content. |
| Ability to work with favorite tutors | **YES.** Live monitors can route students to favorite tutors. | **YES** |
| Group collaboration & proprietary self-study tools | **YES** | **NO** |
| **Mobile Accessibility:** Mobile access to writing lab and asynchronous tutoring through Android/iOS apps | **YES** | Most providers do not offer an Android *and* an iOS app. |
| Integration of Barron's Test Prep Content with Live Test Prep Assistance (service upgrade) | **YES** | **NO** |
| Live, Online FAFSA Assistance | **YES** | **NO** |
| **Live Tutoring for Chess** and other educational games | **YES** | **NO** |
| **Superior Privacy/Security:** Student usage is not sent to third-party trackers. All student data stays within the Brainfuse ecosystem. | **YES** | **NO** |
| Stable ownership and management | **YES.** We have over 26 years of online tutoring experience under the same ownership and management structure. Such continuity has allowed us to avoid conflicts of interest and maintain a singular vision to best serve our clients | **NO.** Most major online tutoring providers have undergone corporate acquisitions, management shakeups, and changes in pricing models. |

## ADDITIONAL REASONS TO CHOOSE BRAINFUSE

While there are multiple reasons for choosing Brainfuse, the following are some of the reasons most cited by our clients:

**COMPREHENSIVE, INTEGRATED CONTENT:** Prior to our entry into the library market, online tutoring consisted only of live homework help. With HelpNow, we introduced a writing lab, lesson library, ELL tutoring, an Adult Learning Center, and more. And while other tutoring services have subsequently adopted similar marketing terminology to describe their services, HelpNow remains unique in its ability to offer proprietary academic content that is carefully curated based on the areas most requested by patrons. Moreover, all of our academic content features a "Get Live Help" button from which patrons can connect directly with a live tutor for additional assistance.

**ACADEMIC-GRADE TUTORING:** Unlike other tutoring companies that began as homework help services, Brainfuse traces its origins to providing research-based tutoring services to school districts. Among online tutoring providers, *our educational experience is unmatched.* Having to meet the demands of an academic environment has led to qualitative differences between Brainfuse and other tutoring services:

- Texas Alignment: For over 26 years, we have worked with school districts and state boards of education throughout the country to align our services to state standards and state-approved textbooks.

- Tutor Selection/Staffing: Our rigorous tutor selection and training process sets us apart from most providers. And with a unique quality control system that includes live session monitoring, we are able to ensure high-quality tutoring and strict adherence to academic integrity standards. Please see our "ABOUT OUR TUTORS" section for details.

- Incorporating Research-Based Methodologies and Best Practices: Our tutor training incorporates the most current research regarding online instruction and tutoring techniques.

- Proprietary Lessons and Content: Our Curriculum Team has painstakingly created thousands of lessons and practice tests to help patrons build academic skills.

**RESEARCH-BASED WRITING LAB:** No other online tutoring provider has more experience in providing online writing assistance. Our U.S.-based writing experts have years of experience employing research-based practices to help patrons become better writers.

**FOCUS ON THE LIBRARY MARKET:** We are unique among most tutoring providers in that we offer no direct-to-consumer service. Since we are not encumbered by the often-conflicting priorities of the direct-to-consumer tutoring market, we are able to devote our efforts to developing and continually refining a product specifically for the needs of library patrons.

**AWARDS AND RECOGNITION:** Brainfuse is the only online homework help provider to be named a twelve-time Platinum Award Winner (2015 through 2026) by LibraryWork's Modern Library Award program. The Modern Library Award is an annual program recognizing "elite products and services for the library community". For more information, please visit modernlibraryawards.com.

**STABLE OWNERSHIP AND MANAGEMENT:** Most major online tutoring providers have undergone corporate acquisitions, management shakeups, and changes in pricing models. By contrast, we have maintained the same ownership and management structure throughout our history. This continuity has ensured consistent service quality, predictable pricing, and clarity of purpose towards developing new features specifically for the library market.

# BRAINFUSE REFERENCES

Below is a list of 14 current Brainfuse clients provided as references for our proposal. Additional references can be provided upon request. **PLEASE NOTE:** To ensure fairness in the RFP competitive bidding process, we have excluded Fort Bend County Libraries as a reference.

### REFERENCE #1

| | |
|---|---|
| Name of Client | MELSA (Metropolitan Library Services Agency) |
| Reference Name & Title | Kathleen James, Youth Services & Project Manager |
| Address | 1619 Dayton Avenue, Suite 314, St. Paul, MN 55104-1849 |
| Email Address | kathleen@melsa.org |
| Telephone Number | (651) 379-2745 |
| Description of Services | Online homework help and tutoring services |
| Years of Service | Client since 2009 |

### REFERENCE #2

| | |
|---|---|
| Name of Client | San Francisco Public Library |
| Reference Name & Title | Michael Lambert, City Librarian |
| Address | 100 Larkin Street, San Francisco CA 94102-4733 |
| Email Address | michael.lambert@sfpl.org |
| Telephone Number | (415) 557-4243 |
| Description of Services | Online homework help and tutoring services |
| Years of Service | Client since 2007 |

### REFERENCE #3

| | |
|---|---|
| Name of Client | New York Public Library |
| Reference Name & Title | Kevin Kelley, Associate Director |
| Address | 476 Fifth Avenue, Manhattan, New York 10018 |
| Email Address | kevinkelley@nypl.org |
| Telephone Number | (917) 229-9759 |
| Description of Services | Online homework help and tutoring services |
| Years of Service | Client since 2020 |

### REFERENCE #4

| | |
|---|---|
| Name of Client | Chicago Public Library |
| Reference Name & Title | Chris Brown, Chief Librarian - Commissioner |
| Address | 400 S. State Street, Chicago, IL 60605 |
| Email Address | cmbrown@chipublib.org |
| Telephone Number | (312) 747-4090 |
| Description of Services | Online homework help and tutoring services |
| Years of Service | Client since 2013 |

## REFERENCE #5

| | |
|---|---|
| Name of Client | Public Library of Cincinnati & Hamilton County |
| Reference Name & Title | Paula Brehm-Heeger, Director |
| Address | 800 Vine Street, Cincinnati, OH 45202 |
| Email Address | paula.brehm-heeger@cincinnatilibrary.org |
| Telephone Number | (513) 369-6941 |
| Description of Services | Online homework help and tutoring services |
| Years of Service | Client since 2007 |

## REFERENCE #6

| | |
|---|---|
| Name of Client | Library of Virginia |
| Reference Name & Title | Barry Trott, Adult Services Consultant |
| Address | 800 East Broad St., Richmond, VA 23219 |
| Email Address | barry.trott@lva.virginia.gov |
| Telephone Number | (804) 239-3510 |
| Description of Services | Online homework help and tutoring services |
| Years of Service | Client since 2018 |

## REFERENCE #7

| | |
|---|---|
| Name of Client | Oklahoma Department of Libraries |
| Reference Name & Title | Adrienne Butler, Library Development Senior Manager |
| Address | 200 NE 18th Street, Martinez, Oklahoma City, OK 73105-3298 |
| Email Address | adrienne.butler@libraries.ok.gov |
| Telephone Number | (405) 522-3323 |
| Description of Services | Online homework help and tutoring services |
| Years of Service | Client since 2017 |

## REFERENCE #8

| | |
|---|---|
| Name of Client | Prince George's County Memorial Library System |
| Reference Name & Title | Adam Wall, Electronic Resources Librarian |
| Address | 9601 Capital Lane, Largo, MD 20774 |
| Email Address | adam.wall@pgcmls.info |
| Telephone Number | (301) 699-3500 |
| Description of Services | Online homework help and tutoring services |
| Years of Service | Client since 2010 |

## REFERENCE #9

| | |
|---|---|
| Name of Client | Suffolk Cooperative Library System |
| Reference Name & Title | Derek Ivie, Youth Services Coordinator |
| Address | 626 N. Sunrise Service Road, Bellport, NY 11713 |
| Email Address | derek@suffolk.org |
| Telephone Number | (631) 286-1600 x1337 |
| Description of Services | Online homework help and tutoring services |
| Years of Service | Client since 2010 |

## REFERENCE #10

| | |
|---|---|
| Name of Client | Toronto Public Library |
| Reference Name & Title | Matt Abbott, Senior Manager, Collection Development |
| Address | 5120 Yonge Street, Toronto, ON M2N 5N9 |
| Email Address | mabbott@tpl.ca |
| Telephone Number | (416) 395-5503 |
| Description of Services | Online homework help and tutoring services |
| Years of Service | Client since 2017 |

## REFERENCE #11

| | |
|---|---|
| Name of Client | Tulsa City-County Library |
| Reference Name & Title | Sue Anderson, Senior Director of Customer Experience |
| Address | 400 Civic Center, Tulsa, OK 74103 |
| Email Address | Sue.Anderson@tulsalibrary.org |
| Telephone Number | (918) 549-7323 |
| Description of Services | Online homework help and tutoring services |
| Years of Service | Client since 2017 |

## REFERENCE #12

| | |
|---|---|
| Name of Client | Contra Costa County Library |
| Reference Name & Title | Susan Kantor-Horning, Librarian III Technical Services |
| Address | 777 Arnold Drive, Suite 210, Martinez, CA 94553 |
| Email Address | susan.kantor-horning@library.cccounty.us |
| Telephone Number | (925) 608-7796 |
| Description of Services | Online homework help and tutoring services |
| Years of Service | Client since 2015 |

## REFERENCE #13

| | |
|---|---|
| Name of Client | Sacramento Public Library |
| Reference Name & Title | Suzy Murray, Electronic Resources Specialist |
| Address | 828 I Street, Sacramento, CA 95814 |
| Email Address | smurray@saclibrary.org |
| Telephone Number | (916) 264-2986 |
| Description of Services | Online homework help and tutoring services |
| Years of Service | Client since 2025 |

## REFERENCE #14

| | |
|---|---|
| Name of Client | Palm Beach County Library System |
| Reference Name & Title | James R. Larson, Director of Intellectual Resources |
| Address | 4289 Cherry Rd, West Palm Beach, FL 33409 |
| Email Address | adrienne.butler@libraries.ok.gov |
| Telephone Number | (561) 649-5414 |
| Description of Services | Online homework help and tutoring services |
| Years of Service | Client since 2024 |

# PARTIAL LIST OF CURRENT BRAINFUSE CLIENTS

## LIST OF 100 LARGE PUBLIC LIBRARIES CURRENTLY USING BRAINFUSE

**(INCLUDING FORT BEND COUNTY LIBRARIES)**

| CLIENT | STATE/PROVINCE | SERVICE POPULATION |
|---|---|---|
| **1.** Los Angeles County Library | CA | 10,040,000 |
| **2.** New York Public Library | NY | 3,439,711 |
| **3.** MELSA -Metropolitan Library Service Agency | MN | 3,282,010 |
| **4.** State Library of Iowa | IA | 3,143,637 |
| **5.** Chicago Public Library | IL | 2,695,598 |
| **6.** Toronto Public Library | ON | 2,615,000 |
| **7.** Brooklyn Public Library | NY | 2,565,635 |
| **8.** Connecticut Library Consortium | CT | 2,529,075 |
| **9.** Queens Public Library | NY | 2,230,720 |
| **10.** Houston Public Library | TX | 2,160,821 |
| **11.** New Mexico State Library | NM | 2,086,000 |
| **12.** Broward County District Libraries | FL | 1,784,715 |
| **13.** San Antonio Public Library | TX | 1,716,050 |
| **14.** Suffolk Cooperative Library System | NY | 1,493,350 |
| **15.** Las Vegas-Clark County Library District | NV | 1,483,581 |
| **16.** Nassau Library System | NY | 1,339,532 |
| **17.** San Diego Public Library | CA | 1,326,238 |
| **18.** Dallas Public Library System | TX | 1,241,162 |
| **19.** Calgary Public Library | AB | 1,214,839 |
| **20.** San Bernardino County Library | CA | 1,207,667 |
| **21.** Riverside County Library System | CA | 1,194,012 |
| **22.** Orange County Library System | FL | 1,158,689 |
| **23.** Pima County Library | AZ | 996,046 |
| **24.** Contra Costa County Library | CA | 995,525 |
| **25.** Maricopa County Library District | AZ | 901,540 |
| **26.** San Francisco Public Library | CA | 883,305 |
| **27.** Prince George's County Memorial Library System | MD | 863,420 |
| **28.** Columbus Metropolitan Library | OH | 850,548 |
| **29.** Austin Public Library | TX | 842,592 |

| | | |
|---|---|---|
| **30.** Salt Lake County Library | UT | 826,265 |
| **31.** Edmonton Public Library | AB | 812,200 |
| **32.** Baltimore County Public Library | MD | 805,029 |
| **33.** Public Library of Cincinnati and Hamilton County | OH | 802,374 |
| **34.** Metro Library Commission of Oklahoma County | OK | 776,864 |
| **35.** DeKalb County Public Library | GA | 726,171 |
| **36.** DC Public Library | DC | 705,750 |
| **37.** Mid-Hudson Library System | NY | 688,257 |
| **38.** Sno-Isle Libraries | WA | 687,999 |
| **39.** Ramapo Catskill Library System | NY | 675,513 |
| **40.** Enoch Pratt Free Library | MD | 620,961 |
| **41.** Tulsa City-County Library | OK | 613,836 |
| **42.** Pikes Peak Library District | CO | 598,549 |
| **43.** Milwaukee Public Library | WI | 597,155 |
| **44.** Fort Bend County Libraries | TX | 588,214 |
| **45.** Ocean County Library | NJ | 583,414 |
| **46.** Washington County Cooperative Library Services | OR | 582,789 |
| **47.** Hamilton Public Library | ON | 563,480 |
| **48.** Pierce County Library System | WA | 559,210 |
| **49.** Alameda County Library | CA | 546,737 |
| **50.** Jefferson County Public Library | CO | 546,653 |
| **51.** Anne Arundel County Public Library | MD | 537,656 |
| **52.** Delaware County Libraries | PA | 537,441 |
| **53.** Library System of Lancaster County | PA | 519,462 |
| **54.** Bridges Library System | WI | 498,000 |
| **55.** Bucks County Free Library | PA | 490,577 |
| **56.** Long Beach Public Library | CA | 469,428 |
| **57.** Dayton Public Library | OH | 458,677 |
| **58.** Johnson County Library | KS | 438,248 |
| **59.** Jefferson Parish Library | LA | 434,767 |
| **60.** Washoe County Library System | NV | 427,704 |
| **61.** Santa Clara County Library | CA | 418,823 |
| **62.** Greensboro Public Library | NC | 403,721 |
| **63.** Lakeshores Library System | WI | 393,232 |
| **64.** Arlington Public Library | TX | 375,600 |
| **65.** Pioneer Library System | OK | 372,011 |

| | | |
|---|---|---|
| **66.** Pioneer Library System | OK | 372,011 |
| **67.** Western Maryland Regional Library | MD | 351,539 |
| **68.** Anaheim Public Library | CA | 345,012 |
| **69.** Tulare County Library | CA | 341,892 |
| **70.** Collier County Public Library | FL | 339,642 |
| **71.** Southern Maryland Regional Library | MD | 338,330 |
| **72.** Cumberland County Public Library | NC | 331,279 |
| **73.** Cumberland County Public Library | NC | 331,279 |
| **74.** Brazoria County Library System | TX | 324,769 |
| **75.** Durham County Library | NC | 321,488 |
| **76.** Eastern Shore Regional Library | MD | 319,900 |
| **77.** Finger Lakes Library System | NY | 317,302 |
| **78.** Arrowhead Library System | MN | 314,068 |
| **79.** Central Arkansas Library System | AR | 311,250 |
| **80.** Lexington Public Library | KY | 308,428 |
| **81.** Saint Louis Public Library | MO | 300,576 |
| **82.** Douglas County Libraries | CO | 298,167 |
| **83.** Howard County Library System | MD | 287,085 |
| **84.** Clayton County Library System | GA | 285,734 |
| **85.** San Mateo County Library | CA | 273,021 |
| **86.** Henderson District Libraries | NV | 266,846 |
| **87.** Arapahoe Library District | CO | 265,000 |
| **88.** Markham Public Library | ON | 261,573 |
| **89.** Spokane County Library District | WA | 260,510 |
| **90.** Newark Public Library | NJ | 256,140 |
| **91.** Frederick County Public Libraries | MD | 255,648 |
| **92.** Kitsap Regional Library | WA | 254,000 |
| **93.** Ventura County Library | CA | 252,588 |
| **94.** North Central Regional Libraries | WA | 252,055 |
| **95.** Harford County Public Library | MD | 244,826 |
| **96.** County of San Luis Obispo Public Libraries | CA | 243,771 |
| **97.** Irving Public Library | TX | 242,242 |
| **98.** Regina Public Library | SK | 215,000 |
| **99.** Chattahoochee Valley Libraries | GA | 199,000 |
| **100.** Baker County Library District | OR | 195,000 |

# BRAINFUSE PRICE PROPOSAL
## FOR FORT BEND COUNTY LIBRARIES

Brainfuse will continue to provide Fort Bend County Libraries with unlimited use of its HelpNow services (as described in our proposal) at a rate of **$45,000** per year:

| SERVICES | COST PER YEAR | TERM |
|---|---|---|
| Online homework assistance and tutoring services (as described in our proposal and requested in the RFP) | $45,000 | Entire contract * |

* Contract is intended to extend four (4) years past the initial 12-month term.

**PLEASE NOTE THE FOLLOWING REGARDING OUR PRICE PROPOSAL:**

- All services outlined in this proposal are included in this quote. Also included is any set-up, future set-up, full technical support, training, and outreach.
- There are ***no*** additional fees associated with Brainfuse services.
- There are ***no*** administrative or startup costs with Brainfuse.
- There are ***no*** use limits.
- All upcoming services and enhancements will be included at ***no*** additional charge.
- All software upgrades are provided at ***no*** additional charge.
- HelpNow is designed as a student-initiated service, not as part of a school or class-wide mandated assignment.
- Other pricing options and service combinations are available upon request.

Job No.: _____

**TAX FORM/DEBT/ RESIDENCE CERTIFICATION**
**(for Advertised Projects)**

Taxpayer Identification Number (T.I.N.): _____

Company Name submitting Bid/Proposal: _____

Mailing Address: _____

Are you registered to do business in the State of Texas? Yes No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

_____

_____

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

| Fort Bend County Tax Acct. No.* | Property address or location** |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

** This is the property account identification number assigned by the Fort Bend County Appraisal District.*

*** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.*

**II.** **Fort Bend County Debt -** Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes No If yes, attach a separate page explaining the debt.

**III.** **Residence Certification -** Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ is a Resident Bidder of Texas as defined in Government Code
[Company Name]
§2252.001.

I certify that _____ is a Nonresident Bidder as defined in Government Code
[Company Name]
§2252.001 and our principal place of business is _____.
[City and State]

**COUNTY PURCHASING AGENT**
**Fort Bend County, Texas**

# Vendor Information

Brooke Lindemann
Purchasing Agent

Office (281) 341-8640

| | | | |
|---|---|---|---|
| Legal Company Name (top line of W9) | | | |
| Business Name (if different from legal name) | | | |
| Type of Business | ☐ Corporation/LLC ☐ Partnership<br>☐ Sole Proprietor/Individual ☐ Tax Exempt | | Age in Business? 26 years |
| Federal ID # or S.S. # | | SAM.gov Unique Entity ID # | |
| SAM.gov CAGE / NCAGE | | | |
| Publicly Traded Business | ___ No ___ Yes Ticker Symbol _____ | | |
| Remittance Address | **-3rd Floor** | | |
| City/State/Zip | | | |
| Physical Address | | | |
| City/State/Zip | | | |
| Phone Number | | | |
| E-mail | | | |
| Contact Person | | | |

| | | | Cert Date | Exp Date |
|---|---|---|---|---|
| Check all that apply to the company listed above and provide certification number. | DBE-Disadvantaged Business Enterprise ☐<br>SBE-Small Business Enterprise ☐<br>HUB-Texas Historically Underutilized Business ☐<br>WBE-Women's Business Enterprise ☐ | **Certification #** _____<br>**Certification #** _____<br>**Certification #** _____<br>**Certification #** _____ | _____<br>_____<br>_____<br>_____ | _____<br>_____<br>_____<br>_____ |

| | | | |
|---|---|---|---|
| Company's gross annual receipts | <$500,000 _____ | $500,000-$4,999,999 _____ | |
| | $5,000,000-$16,999,999 ___ | $17,000,000-$22,399,999 X | >$22,400,000 _____ |
| NAICs codes (Please enter all that apply) | 611691 | | |
| Signature of Authorized Representative | | | |
| Printed Name | | | |
| Title | | | |
| Date | | | |

**THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE**

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Go to *www.irs.gov/FormW9* for instructions and the latest information.**

**Give form to the requester. Do not send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

**Print or type.** See ***Specific Instructions*** on page 3.

**1** Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Brainfuse, LLC

**2** Business name/disregarded entity name, if different from above.

n/a

**3a** Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . S

**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

**3b** If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

*(Applies to accounts maintained outside the United States.)*

**5** Address (number, street, and apt. or suite no.). See instructions.

271 Madison Ave. -3rd Floor

**6** City, state, and ZIP code

New York, NY 10016

Requester's name and address (optional)

**7** List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

| | | | – | | – | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

**or**

**Employer identification number**

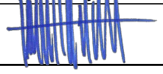
| 0 | 5 | – | 0 | 5 | 9 | 2 | 5 | 6 | 3 |
|---|---|---|---|---|---|---|---|---|---|

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** **Signature of U.S. person**  **Date** 1/2/2026

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments**. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they