

**BRAINFUSE, INC.'S AGREEMENT FOR ONLINE HOMEWORK TUTOR FOR LIBRARIES
(RFP 22-002)**

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 22-002; 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, 2021 through September 30, 2022, renewable annually for four (4) years (through September 30, 2026) 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 Price 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 22-002, attached hereto as Exhibit "A" and incorporated fully by reference; and Brainfuse Response to RFP #22-002, which is incorporated fully by reference, including Brainfuse's Response to Service Requirements which is attached as Exhibit "C" and also 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 Eighty-One Thousand, and 00/100 dollars (\$81,000.00), 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 Eighty-One Thousand, and 00/100 dollars (\$81,000.00). 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 indemnify and defend County against all losses, liabilities, claims, causes of action, and other 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.
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, and Brainfuse's Response to RFP #22-002.
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 22-002); second: RFP 22-002 (attached as Exhibit A); and third: Brainfuse Response to RFP #22-002.
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.** Prior to commencement of the Services under this Agreement, 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 from such companies having Bests 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 insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. 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.

(b). 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.

(c). Business Automobile Liability insurance 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.

(d). Professional Liability insurance with limits not less than \$1,000,000.

(e). Professional Liability insurance for Information Technology, including Cyber Risk may be made on a Claims Made form with limits not less than \$1,000,000 each claim/loss with a \$2,000,000 aggregate. The insurance should provide coverage for the following risks:

(1). Liability arising from theft, dissemination, and/or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc.) stored or transmitted in electronic form.

(2). Network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure

(3). Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system,

network, or similar computer-related property and the data, software, and programs thereon.

County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Brainfuse 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, Brainfuse 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 years beginning from the time that work under the Agreement is completed.

Brainfuse's or Brainfuse's subcontractor's insurance will be primary to any insurance carried or self-insurance program established by the County. Brainfuse's or Brainfuse's subcontractor's insurance will be kept in force until all service have been fully performed and accepted by County in writing. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, or faxed to the following County contact:

Name: Wyatt Scott, Director of Risk Management
Address: 301 Jackson St., Suite 224, Richmond, TX 77469
Facsimile Number: 281-341-3751

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
Attn: Purchasing Agent
301 Jackson Street, Suite 201
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
301 Jackson Street
Richmond, Texas 77469

Contractor: Brainfuse, Inc.
Attn: _____
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



KP George, County Judge
County Judge KP George

BRAINFUSE, INC.



Authorized Agent – Signature

9.7.2021
Date



Troy Weiman
Authorized Agent- Printed Name

ATTEST




Laura Richard, County Clerk

Director of Accounts
Title
8/16/2021
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 81,000.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

- Exhibit A: RFP 22-002; and
- Exhibit B: Brainfuse's Price Proposal; and
- Exhibit C: Brainfuse's Response to Service Requirements

Exhibit A

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



**Online Homework Tutor for Libraries
RFP 22-002**

SUBMIT PROPOSALS TO:

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, July 6, 2021
2:00 PM (Central)

LABEL ENVELOPE:

RFP 22-002
ONLINE HOMEWORK TUTOR

***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.

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

Requests for information must be in
writing and direct to:
Cheryl Krejci
Senior Buyer
Cheryl.Krejci@fortbendcountytexas.gov

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no
Later than 48 hours 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.



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
County Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)			
Business Name (if different from legal name)			
Federal ID # or S.S. #			DUNS #
Type of Business	<input type="checkbox"/> Corporation/LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Tax Exempt Organization	Age in Business?	
Publicly Traded Business	<input type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____		
Remittance Address			
City/State/Zip			
Physical Address			
City/State/Zip			
Phone/Fax Number	Phone: _____ Fax: _____		
Contact Person			
E-mail			
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise _____ SBE-Small Business Enterprise _____ HUB –Texas Historically Underutilized Business _____ WBE-Women’s Business Enterprise _____	Certification # _____ Certification # _____ Certification # _____ Certification # _____	
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 INTENT:

It is the intent of Fort Bend County to contract with one (1) vendor to provide online homework tutor assessable by all Libraries located in Fort Bend County.

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 proposals 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 proposals agree that their pricing is valid for a minimum of one-hundred twenty (120) 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 Proposal 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 Proposal, follow all instructions carefully. Submit proposal contents 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 Proposal is being issued by the Fort Bend County Purchasing Department on behalf of Fort Bend County, Texas. Thus, responses should be directed to the Senior Buyer, as outlined below.

Respondents are specifically directed NOT to contact any County personnel for meetings, conferences or technical discussions that are related to this Proposal other than specified herein. Unauthorized contact of any County personnel will likely be cause for rejection of the Respondent's proposal. All communications regarding the Proposal shall be directed to the County's Proposal Contact. Communication with the Proposal Contact is permitted via email, facsimile, or written correspondence before the question deadline.

PROPOSAL CONTACT:

Cheryl Krejci, CPPB
 Senior Buyer
 Fort Bend County Travis Annex
 301 Jackson, Suite 201
 Richmond, Texas 77469
cheryl.krejci@fortbendcountytexas.gov

4.0 SUBMISSION REQUIREMENTS:

- 4.1 Submission requirements: one (1) original proposal, four (4) copies, and one (1) electronic response on flash drive are required by RFP opening time of 2:00 PM on Tuesday, July 6, 2022. Flash drive must contain only one (1) file in PDF format and must match written response identically. Failure to provide proper Flash drive is cause for disqualification. Proposal shall be submitted to the address shown below. Proposal shall be signed, in ink, by a person having the authority to bind the firm in a contract.

Fort Bend County	Proposal Number: R22-002
Purchasing Department	Due Date: Tuesday, July 6, 2022
301 Jackson, Suite 201	Time: 2:00 PM (CST)
Richmond, Texas 77469	For: Online Homework Tutor

- 4.2 Respondents may submit their proposal any time prior to the Opening Date and time. The Respondent's name and address as well as a distinct reference to the Proposal number above shall be marked clearly on the submission. All proposals 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 Proposals 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 Proposals 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 proposals.
- 4.5 The Respondent's name and address shall be clearly marked on all copies of the proposal.

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, Fort Bend County Commissioners Court may award the contract on the basis of the initial proposals received, without discussions. Therefore, each initial proposal 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. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing via e-mail only to the County's Proposal Contact, as specified in Section 3.0. Deadline for submission of questions

and/or clarification is no later than **Thursday, June 24, 2022 at 4:00 PM. (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 who were sent a Proposal. The Respondent in their proposal shall acknowledge receipts of amendments. Each Respondent shall ensure that they have received all addenda and amendments to this Proposal before submitting their proposals.

8.0 TENTATIVE SCHEDULE:

Release of RFP:	June 13, 2022
Deadline for Questions:	June 24, 2022
Submission Due Date:	July 6, 2022
Evaluation of Submissions:	Week of July 12 th
Final Contract Approval Commissioners Court:	August 24 th

9.0 PRE-PROPOSAL CONFERENCE:

There is no Pre-Proposal conference for this project.

10.0 RETENTION OF RESPONDENT'S MATERIAL:

The County reserves the right to retain all proposals regardless of which response is selected. All proposals 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 proposal 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 CSCD.

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 its agents as confidential. The Respondent and its 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 proposal and identified by Respondent as such will be treated as confidential to the extent allowable in the Open Records Act.

14.0 CONFLICT OF INTEREST:

- 14.1 Pursuant to Chapter 171 of the Texas Local Government Code, no County public official shall vote on or participate in this Agreement if said official has a direct or indirect substantial financial interest in a business entity or real property relating to this Agreement.
- 14.2 Each party shall file a conflict of interest statement or questionnaire, if required, in accordance with Chapter 176 of the Texas Local Government Code, if (1) Contractor has an employment, business and/or familial relationship with the local government officer (or family member of the officer) that results in the local government officer receiving taxable income exceeding \$2,500, or (2) Contractor has given the local government officer (or to the family member of the officer) one or more gifts with the aggregate value of more than \$100 in the preceding 12 month period.

15.0 LIMITS OF SUBCONTRACTORS:

- 15.1 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.

- 15.2 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.

16.0 JURISDICTION, VENUE, CHOICE OF LAW:

This Proposal 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.

17.0 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.

18.0 TERMINATION OF CONTRACT:

- 18.1 Termination for Convenience. County may terminate the Underlying Agreement, in whole or in part, at any time by written notice to the Contractor. If the Contractor has any property in its possession belonging to County, the Contractor will account for the same, and dispose of it in the manner County directs.

- 18.2 Termination for Cause.

18.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

18.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

18.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in the Underlying Agreement or fails to perform any of the other provisions of the Underlying Agreement or so fails to make progress as to endanger performance of the Underlying 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.

18.2.2 If, after termination, it is determined for any reason whatsoever that Contractor 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 as if the contract had been terminated for convenience.

18.2.3 Upon termination of the Underlying Agreement, County shall compensate Contractor in accordance with the terms for payment set out in the agreement, above, for those services which were provided under the Underlying Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in the Underlying Agreement.

19.0 CONTRACTUAL OBLIGATIONS:

This Request for Proposals, response and associated documentation, any negotiations and final contract, when properly accepted by Fort Bend County, shall constitute a contract equally binding between the contractor and Fort Bend County.

20.0 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.

21.0 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.

22.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

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

- 22.1 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.
- 22.2 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.

23.0 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.

24.0 TEXAS ETHICS COMMISSION FORM 1295:

- 24.1 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 Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ 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/>
- 24.2 On-line instructions:
- 24.2.1 Name of governmental entity is to read: Fort Bend County.
- 24.2.2 Identification number used by the governmental entity is: B22-002.
- 24.2.3 Description is the title of the solicitation: Online Homework Tutor.
- 24.3 Apparent low bidder(s) 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. If your company is publicly traded, please provide your ticker symbol.

25.0 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.

26.0 VENDOR QUALIFICATIONS:

Vendor must certify that he/she is a duly qualified, capable, and otherwise bondable business entity that he/she is not in receivership or contemplates same, nor has filed for bankruptcy. He/she further certifies that the Company, Corporation, or Partnership does not owe any back taxes within Fort

Bend County, that he/she is able and capable of performing this proposal through his/her own resources without subcontracting or assignment, and that he/she is normally engaged in this type of business. Vendor further warrants that he/she is familiar with all laws, regulations, and customs applicable to this type of service.

27.0 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.

- 27.1 The online homework help service must be live, on-demand and online homework help.
- 27.2 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.
- 27.3 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.
- 27.4 The online homework help service is to be geared towards students from elementary through 12th grade.
- 27.5 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.
- 27.6 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.
- 27.7 The online homework help service must be available seven (7) days a week.
- 27.8 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.
- 27.9 The online homework help service needs to be available both in English and Spanish during all hours of operation.
- 27.10 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.

- 27.11 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.
- 27.12 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.
- 27.13 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.
- 27.14 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
- 27.15 The online homework help service will be available to students without the need for downloads or Shockwave plug-ins. It is to be designed to work across multiple platforms (Mac/PC).
- 27.16 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.
- 27.17 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.
- 27.18 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.
- 27.19 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.
- 27.20 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.

27.21 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.

27.21.1 Total usage (Homework help, Skills Building, Writing Lab, Test Center Visits and Database Usage) based on an average 12 months = 9,562 tutoring sessions per month.

27.21.2 Homework help, Skills Building, Writing Lab, Test Prep Sessions based on an average 12 months = 1,097/mo.

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

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

28.0 EVALUATION CRITERIA:

In order to facilitate the analysis of responses to this Proposal, Respondents are required to prepare their proposals in accordance with the instructions outlined in this section. 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.

Contract award will be made to the responsible contractor, whose proposal is determined to be the best evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other evaluation factors set forth in this RFP and in accordance with the requirements of the Texas Local Government Code.

28.1 Respondents are required to follow the outline below when preparing their proposals:

Tab	Title
	Title Page
	Table of Contents
	Executive Summary
1	Understanding of Requirements
2	Experience with Projects of Similar Size and Complexity
3	Pricing
4	Completeness of Request for Proposal Document

- 28.2 Any exceptions to the Proposal requirements shall be identified in the applicable section.
- 28.3 Executive Summary - This part of the response to the Proposal 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.
- 28.4 Respondents will be evaluated utilizing the factors, as weighted below:

Tab 1

Understanding Requirements (weight factor = 45%)

- Parties demonstrate their ability to meet the requirements listed in the above in section 27.0.

Tab 2

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

- Experience must demonstrate an 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%).

- Include a detailed solution in Respondents' proposal.

Tab 4

Completeness of Request for Proposal Document (weight factor = 5%)

- 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.

29.0 EVALUATION PROCESS:

- 29.1 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.
- 29.2 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.
- 29.3 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.
- 29.4 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.
- 29.5 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.
- 29.6 All proposals submitted are to be valid for a period of ninety (90) days.

30.0 TERM:

The agreement term is for the period from **October 1, 2021 through September 30, 2022**, renewable annually for four (4) years (through September 30, 2026) 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.

31.0 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. All proposals that have been submitted shall be open to public inspection after the contract award.

32.0 PAYMENT BY COUNTY:

Invoices should be submitted to the County on the first of the following month from the date services were rendered. Payment by the County will be by check within 30 days after receipt of invoice; payment will be prorated daily for unsatisfactory performance and the County will only pay for those days that satisfactory cleaning is accomplished. Vendor will submit a corrected invoice for any changes needed for unsatisfactory performance.

33.0 REQUIRED FORMS:

All respondents submitting are required to complete the attached and return with submission:

- 33.1 Vendor Form
- 33.2 W9 Form
- 33.3 Tax Form/Debt/Residence Certification

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes:		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____	<input type="checkbox"/> S Corporation	
	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Other (see instructions) ▶ _____		
5 Address (number, street, and apt. or suite no.)		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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.
² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Exhibit B

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 the following annual rates:

SERVICE DESCRIPTION	PRICE: YEAR 1	PRICE: YEAR 2	PRICE: YEAR 3	PRICE: YEAR 4	PRICE: YEAR 5
Unlimited use of our HelpNow services (as described in our proposal)	\$81,000	\$85,000	\$89,000	\$95,000	\$95,000

PLEASE NOTE THE FOLLOWING REGARDING OUR PRICING FOR FORT BEND COUNTY LIBRARIES:

Based on an average of 11,500-13,000+ sessions per year, market rates would result in estimated fees of over \$115,000 (at \$9-\$10 per session). In light of our history with Fort Bend, and its importance to us as a long-standing customer, we propose: 1) to cap our fees for unlimited access at \$95,000 for the length of this contract and its renewable years; and 2) in light of the difficulties that would be encountered by a library when it is asked to increase its budget dramatically in one year, we propose to gradually build in the increase, such that the Year 1 fee would be \$81,000, the Year 2 fee would be \$85,000; the Year 3 fee would be \$89,000 and the Years 4-5 fees would be \$95,000 per year.

We hope that the pricing structure above is sensitive to your budgetary concerns, while at the same time will provide both parties with a sustainable fee structure moving forward.

ADDITIONAL NOTES:

- There are **no** additional fees associated with Brainfuse services. 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** 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.
- Payment options are available upon request.

Exhibit C

RESPONSE TO SERVICE REQUIREMENTS

REQUIREMENTS FOUND ON PAGES 11 THROUGH 13 OF THE RFP

27.0 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.

27.1 *The online homework help service must be live, on-demand and online homework help:*

[RESPONSE] BRAINFUSE EXCEEDS THIS REQUIREMENT: Please see our "SUMMARY OF SERVICES" and our "ABOUT OUR ONLINE CLASSROOM & MOBILE APP" sections for details.

27.2 *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 MEETS 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.

27.3 *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.

THE INDUSTRIES 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.

27.5 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

PLEASE NOTE: Additional subjects are available upon request.

27.6 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.

27.7 The online homework help service must be available seven (7) days a week:

[RESPONSE] BRAINFUSE MEETS THIS REQUIREMENT.

27.8 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 MEETS THIS REQUIREMENT.

27.9 The online homework help service needs to be available both in English and Spanish during all hours of operation:

[RESPONSE] BRAINFUSE MEETS THIS REQUIREMENT.

27.10 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 approximately 4,000 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. Please see our “ABOUT OUR TUTORS” section for further details:

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.
- **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, 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.

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: 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.

27.11 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.

27.12 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.

27.13 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, 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.

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:

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- **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.

27.14 *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 (in order 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.

27.15 The online homework help service will be available to students without the need for downloads or Shockwave plug-ins. 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.

27.16 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 proposer, Brainfuse has been providing online homework help to Fort Bend County Libraries since 2008. Nonetheless, please see our “IMPLEMENTATION & MARKETING PLAN” section for a detailed description of our implementation process.

27.17 *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 a decade, 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).

27.18 *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.

27.19 *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 & 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.

27.20 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 "BRAINFUSE IMPLEMENTATION & 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 & MARKETING PLAN” section for examples of our collateral designs.

27.21 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:

27.21.1 Total usage (Homework help, Skills Building, Writing Lab, Test Center Visits and Database Usage) based on an average 12 months = 9,562 tutoring sessions per month.

27.21.2 Homework help, Skills Building, Writing Lab, Test Prep Sessions based on an average 12 months = 1,097/mo.

27.21.3 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.

27.22 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” AND “LETTERS OF REFERENCE” sections for details.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2021-768881

Date Filed:
06/20/2021

Date Acknowledged:
09/07/2021

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

Brainfuse, Inc
New York, NY United States

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

Fort Bend County

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

B22-002
Online Homework Tutor

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)