REQUEST FOR PROPOSAL (RFP)
Project Title: **Grades 3-12 Virtual Tutoring Services**
Solicitation Bid No.: **042423-002**

Issuing Agency:	Uplift Education Department of Procurement Services 3000 Pegasus Park Drive, Ste. 1100 Dallas, Texas 75247
Procurement Director: Contact Information:	Timothy Graham (o) 469-621-8500 || (c) 318-464-5658 (email) tgraham@uplifteducation.org
Program Director: Contact Information:	Nick Erber, Dir. of Learning Acceleration (o) 469-398-0094 ext. 21144 (email) nerber@uplifteducation.org
RFP Release Date: Mandatory Pre-Proposal Meeting:	Monday, April 24, 2023 Wednesday, April 26, 2023, 3:30PM CST
Meeting Location:	Meeting Held via Zoom https://zoom-uplifteducation-org.zoom.us/j/9335443614?pwd=VGFXWTE3MXBNbjI1YWFPSEVrT2grdz09 Meeting ID: 933 544 3614 Passcode: 773723
RFP Closing Date / Submission Deadline:	May 12th, 2023 2:00 PM., CST.
Proposal Opening Time and Location	May 12th, 2023 2:30 PM., CST.

E-mail submissions are the preferred method of delivery. However, mail and courier service are also acceptable methods of delivery. Proposers e-mailing their proposals should allow sufficient time to ensure receipt of their proposal by the date and time specified. Uplift Education assumes no liability for assuring accurate/complete e-mail transmission and receipt. The responsibility solely lies with each Bidder to ensure their bid is received at the specified email address prior to the deadline for submission. Bids received after the deadline, corrupted files, and incomplete submissions will not be considered.

This RFB is available in electronic and printed form by submitting a written request to the Procurement Manager listed above. It is the Bidder's responsibility to check the Uplift Education website frequently for any possible addenda that may be issued. Uplift Education is not responsible for a bidder's failure to download any addenda documents required to complete an Invitation to Bid.

Instructions To Proposers

1. Read the entire solicitation, including all terms and conditions and specifications.

2. All proposal submissions must be typed or written in ink. Any corrections, erasures, or other forms of alteration to documents should be initialed by the proposer.

3. This RFP is to be manually signed in ink.

4. All pricing shall include delivery of all items Freight on Board (FOB) destination or as otherwise provided. Proposals containing "Payment in Advance" or Cash on Delivery (COD) requirements may be rejected.

5. Proposals submitted are subject to provisions of the laws of The State of Texas purchasing rules and regulations; Executive Orders; Standard Terms and Conditions; Special Conditions; and

6. Specifications listed in this solicitation.

7. This is a sealed proposal solicitation and must be emailed to the Uplift Procurement Department via email account: Procurement@upliftеducation.org .

8. Note: A complete record of all submissions is kept on file in the Procurement Department subject to inspections of any citizen. Every courtesy will be afforded to any citizen who is interested in investigating for any purpose the record of state purchases. Copies of evaluations can be emailed to you only after receipt of a written request. Please do not call.

9. Important: By signing your submission, the proposer certifies compliance with all instructions to proposer, terms, conditions, and specifications, and further certifies that this proposal is made without collusion or fraud. This proposal is to be manually signed in ink by a person authorized to bind the vendor. All proposal information shall be made with blue ink or typewritten.

10. Order of priority: In the event there is a conflict between the instructions to bidders or standard conditions and the special conditions, the special conditions shall govern.

For questions regarding this bid, please contact: Program Director, Nick Erber at 469-398-0094 or nerber@upliftеducation.org, Procurement Director, Tim Graham at 318-464-5658 or tgraham@upliftеducation.org.

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I. Notice To Proposers

Uplift Education (Uplift or Network) is an open enrollment charter school whose mission is to create and sustain public schools of excellence that empower students to reach their highest potential in college and the global marketplace and that inspire in students a life-long love of learning, achievement, and service in order to positively change their world. For more information on Uplift Education see our website at http://www.uplifteducation.org.

II. Introduction, Purpose, and Intent

This Request for Proposals (RFP) is intended to set forth the requirements to establish a one-year service price agreement for Tutorial Services for scholars within the Uplift Education network. Uplift will award this RFP to multiple proposers, based upon the evaluation of all responsive and responsible proposals received.

III. Outcomes-Based Contracting Definitions

The Outcomes-Based Contracting terms below will be referenced throughout this RFP and in the attached contract.

Payment Outcomes: Indicators of student success that are tied to payment.
Process Outcomes: Indicators of student success that are used to inform ongoing learning and continuous improvement but are not tied to payment.
Base Payment: The maximum contract amount available for minimum service delivery.
Contingent Outcomes Payment: The maximum contract amount that will be available, contingent upon payment outcomes achievement.
Price per Outcome: The amount that will be paid per student for each payment outcome achieved.
Outcome Payment Cap: The maximum possible amount paid for each achieved payment outcome in aggregate.

IV. Pre-Proposal Meeting Schedule, Questions, and Inquires

During the solicitation process proposers are required to limit their communication regarding this project to the Procurement Director and/or the Program Director of the requesting department (see page 1) referenced herein. A pre-proposal meeting will be held whereby the proposers will have an opportunity to ask the requesting department(s) questions and/or obtain clarification. All other communication associated with this project shall be addressed to the Director of Procurement. Proposers may submit their questions electronically through the Uplift Education Procurement Department's email address procurement@uplifteducation.org. All questions shall be submitted electronically, Uplift will respond to all questions by way of addendum which will be posted as part of the solicitation. Uplift, its agents, and employees shall not be responsible for any information given by way of verbal communication.

V. Proposal Information Requirements

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that proposals be organized in the following specified manner:

A. Title Page – Show the RFP subject the name of the Proposer's firm, address, telephone number, name of contract person, and date.

B. Table of Contents – (if applicable) Clearly identify the materials by sections and page numbers.

C. Executive Summary – Proposer should provide information about their company, facilities, three (3) years business experience and background. Include complete information regarding experience in this type of service, number of years in this type of business, number of employees, etc.

D. Qualifications & References – Proposer shall list the qualifications as noted in the specifications. The successful proposer(s) shall be an established firm with recent experience in similar size contracts. The successful proposer(s) shall possess and maintain the capability to provide the service necessary through the duration of the agreement. The Proposer will also provide three (3) verifiable references (Uplift reserves the right to ask for additional references) from other large agencies or comparable contracts showing reliable deliverability of services and timely response on service.

E. Approach & Methodology – Proposer shall submit a plan and/or describe the quality process used by their company to measure satisfaction of previous clients and the methods utilized to improve the services that you provide. Provide samples of data and quality performance factors that you use in quality management measurement, include a brief description of your on-going quality review program. Provide strategy information for managing contracts and your customer service approach.

F. Profile of the Proposer – Indicate the number of people in your organization and their level of experience and qualifications and the percentage of their time that will be dedicated to this project.

G. Insurance – Provide certificate of insurance (Accord form).

H. Scope Section – Clearly describe the scope of the goods and/or services to be provided based upon the information in the Scope of Work and specific conditions stated in the RFP. In a multi award RFP, clarify your services that best highlight your company's strengths.

I. Invoice Procedure – (a) Describe your company's invoicing procedure, (b) Include documentation identifying all of the Proposer's fees, (c) Payment terms. The network's standard payment terms are 30 days after the invoice is received. State any payment discounts that your company offers, i.e., 2% 10 days-Net30: or 5% 7 days – Net30.

J. Price – Any and all pricing information, including any alternate pricing proposals that may be acceptable for some projects.

VI. Submission of Proposals

The Proposer(s) should propose the lowest and best price, (as applicable), on each good/service which is the subject of this RFP. Proposals shall be submitted in compliance with the instructions set out in this RFP.

A. Pricing Submission – All prices shall be entered on the proposal in ink or typewritten. All required signatures shall be original and in ink.

B. Firm (Fixed) Pricing – Proposed prices should be firm (fixed). If the Proposer(s), however, believes it necessary to include in his/her price an economic price adjustment, such a proposal may be considered, but only as an alternate proposal and should be noted accordingly. The economic price adjustment should give the maximum price increase or decrease (either % or $) and the date and/or event at which the increase would be effective. Additionally, if a Proposer has reason to believe a better (more cost effective) method is practical, then the Proposer may offer that better pricing option as an alternative.

C. Enumerated Pricing – All costs associated with the project must be enumerated in the proposal. Any

costs associated with the project not explicitly enumerated and discussed in the proposal will not be honored. Proposer(s) shall provide information on their standard fee arrangement for any goods and/or services proposed, and any discounts offered. Proposer(s) must include in the cost proposal all travel and accommodation expenses associated with travel to perform this project. Travel expenses associated with the project must conform to a "reasonableness" test for travel expenditures associated with governmental travel and must be pre-approved by the Network before being incurred.

D. Freight Terms – The Network's standard freight terms are F.O.B., destination, prepaid and allowed. Uplift may specify various and different locations within the Network for "destination" during the term of the Agreement, or extension of the term, and prices should include allowances for such freight contingencies. No C.O.D. shipments will be accepted. If the goods are not shipped in accordance with Uplift's directions and the instructions set out in the Agreement, the Supplier shall pay to Uplift any excess cost incurred by the Network.

E. Optional Services – Proposer(s) are required to provide Uplift with a menu of any optional services offered. Each service must be priced separately and independent of any other services offered.

F. Tax Exempt - Uplift is exempt from and will not be responsible for payment of any taxes.

G. Signing – Failure to manually sign the required forms of this proposal may result in rejection of the proposal.

H. Signed Offer – A signed submitted proposal constitutes an offer to perform the work and/or deliver the product(s) specified in this RFP.

VII. Financial Information

Proposer(s) may be required to submit a current audited financial statement. The Project Manager will determine the necessity of financial information. In the event the Proposer(s) does not have an audited statement, other information such as an unaudited statement or copies of the Proposer(s)' federal income tax returns, with all amendments, may be required.

VIII. Discussions / Negotiations

Discussions/negotiations may be conducted with Proposer(s) who are deemed to be within the final competitive range; however, Uplift reserves the right to award a contract without discussions/negotiations. The competitive range will be determined by Uplift and will include only those initial proposals that Uplift determines have a reasonable chance of being awarded a contract. If discussions/negotiations are conducted, the Proposer(s) may be required to submit a best and final offer. The best and final offer may be required as early as 24 hours after completion of negotiations/discussions.

IX. Best And Final Offer (BAFO)

Best and final offers must be received by the date/time provided during discussions/negotiations, or the originally submitted proposal will be used for further evaluation and award recommendation.

X. Modification or Withdrawal of Proposal

Proposals may be modified or withdrawn by written or electronic notice received by the Program Director prior to the exact date specified for receipt of proposals. A proposal may also be withdrawn in person by a Proposer's authorized representative prior to the Proposal Due Date and time, provided the Proposer's

identity is confirmed and Proposer's representative signs a receipt for the proposal.

XI. Opening of Proposal

All proposals may be opened as soon as received. A formal public "opening" will not be held. Trade secrets and confidential information contained in proposals shall not generally be open for public inspection, but Uplift Education records are subject to the Texas Public Information Act.

Uplift will open proposals during the proposal reading. Proposer names will be publicly read at the proposal reading which takes place at 2:01 p.m. on the RFP Proposal Closing Date listed in this document (see page 1).

It is the responsibility of the proposer to clearly mark and identify all portions of the proposal, which, in the proposer's opinion, contain trade secrets, confidential information and other proprietary information. All proposals are subject to the Texas Open Records Act process.

XII. Schedule

The following schedule and timelines apply to this RFP.

A. Proposal Schedule – Uplift Education desires to complete the proposal process in accordance with the following timeline which is subject to change at the Network's discretion:

Timeline	
RFP Release Date	April 24, 2023
Mandatory Pre-Proposal Meeting	April 26, 2023, 3:30PM CST
Last date for questions:	May 5, 2023
RFP Closing Date / Submission Deadline	May 12th, 2023
Proposal Opening	May 12th, 2023
Evaluation/Negotiation Period	May 19th, 2023 - June 2nd, 2023
Selected Proposal(s) Approved	June 7th, 2023

B. Pre-proposal Conference – Proposer(s) are strongly encouraged to attend the pre-proposal conference. The conference will start promptly at the stated time and be moderated by the Director of Procurement.

Individuals attending the pre-proposal conference will be required to sign an attendance roster. In addition to their name and company name, each person will be asked to supply an email address and telephone number. This information can be presented to the Project Manager. Any questions can be presented to the Project Manager for clarification.

C. Invitation to Present – At the Network's discretion, one or more Proposer(s) may be invited to demonstrate their solution(s) and/or system(s) and interview, based on a Network pre-defined agenda and timeline. Said Proposer(s) will be notified by e-mail if the Network determines that such demonstrations and interviews are needed. Proposer(s) shall demonstrate their competence, qualifications and/or ability to satisfy the Network's RFP requirements.

D. Award Confirmation – Award of the Project to Proposer(s) will be confirmed by a fully executed Agreement, an Agreement Letter and/or confirming Purchase Order.

E. Timelines – Timelines set forth herein may be strictly enforced by the Network. The Network, however, maintains sole discretion to adjust any deadline or timeline to suit the best interests of the Network.

F. Late Proposals – Late proposals shall not be accepted or considered. There shall be no exceptions.

XIII. Review of Proposals

A. Evaluation – Uplift will review and evaluate the proposals submitted to determine if submitted proposals demonstrate the required experience and qualifications to fulfill the obligations of the services identified in this RFP. Vendor Presentations, if necessary, are anticipated to take place following the submission due date. Proposers will be notified by the procurement specialist as to the location and times of presentations.

B. Field Visit – Uplift may conduct a field visit to the Recommended Vendor's location to review the equipment and tools to ensure the awarded Vendor can meet the performance requirements.

C. Inquiry or Investigation – Uplift may conduct all necessary inquiries or investigations, including but not limited to, contacting references to verify the statements, documents, and information submitted in connection with the Proposal. Uplift may also seek clarification from the referenced Proposers about any financial and experience issues.

D. Additional References – Please be aware that Uplift may use sources of information not supplied by the proposer concerning the abilities to perform this work. Such sources may include current or past customers of the organization; current or past suppliers; articles from industry newsletters or other publications or from non-published sources made available to Uplift.

XIV. Retention of Proposal Documentation

All proposal materials and supporting documentation that are submitted in response to this proposal become the permanent property of Uplift Education.

XV. Proposal Pricing

A. Firm Pricing – Proposed pricing shall be firm for the entire contract. The Contract shall commence on the date of the fully executed contract.

B. Undisclosed Costs – Costs not included or calculated in the applicable unit prices as-proposed will not be paid by Uplift, regardless of the intentions of the proposer–when the proposal was submitted and regardless of the fact that those costs were actually incurred.

XVI. Insurance

The successful contractor may be required to purchase additional insurance coverage, and maintain, during the term of the contract, insurance as described in this RFP and agrees to the indemnification agreement therein and, if required, a performance and payment bond.

XVII. Insurance Requirements

The successful bidder(s) shall procure and keep in full force and effect for the duration of the contract liability insurance that complies with all applicable Federal, State and local laws. The successful bidder(s) will provide a certificate of insurance evidencing proof of Automobile Liability and Workers' Compensation insurance coverages. Uplift will be provided with a Waiver of Subrogation and will be shown as the

certificate holder. Please click on the link for required insurance documentation. **(**Vendor Application and Sample Insurance Information)

XVIII. Reservation of Rights

The Network reserves the right to reject any and all proposals. The Network reserves the right in its sole discretion to accept the proposal(s) it considers the best value for the Network, and the right to waive any and all minor irregularities in the proposal(s). Additionally, the Network reserves the right to waive any requirements of the RFP. The Network further reserves the right to reject all proposals and seek new proposals when such an action would be deemed in the best interests of the Network.

XIX. Discussion with Reasonably Qualified Proposers

A. Uplift reserves the right to engage in discussions or conduct interviews, either oral or written, with the proposers determined by the evaluation criteria to be reasonably viable to being selected for award. If discussions or interviews are held, the Director of Procurement may request the best and final offers. The request for best and final offers may include:

1. Notice of BAFO – notice that this is the opportunity to submit written best and final offers.
2. Notice of Date and Time – notice of the date and time for submission of the best and final offer
3. Notice of Modification – notice that if any modification is submitted, it shall be received by the date and time specified or it will not be considered.
4. Notice of Changes – notice of any changes in the Proposal requirements.

B. Most Advantageous – Following evaluation of the best and final offers, the evaluation committee may select for negotiations the offer that is most advantageous to Uplift, considering price or cost and the evaluation factors in the RFP.

C. Failure to Negotiate – After the most advantageous proposer(s) has been identified, Contract negotiations may commence. If at any time Contract negotiation activities are judged to be ineffective, Department of Procurement will cease all activities with the proposer and begin Contract negotiations with the next highest ranked proposer. This process may continue until either both the proposer and Department of Procurement executes a completed Contract or Department of Procurement determines that no acceptable alternative proposal exists.

D. Right to Reject Proposals – Uplift reserves the right to reject any or all proposals received or to award, without discussions or clarifications, a Contract based on initial proposals received. Therefore, each proposal should contain the Proposer's best terms from a technical standpoint. Also, only proposers submitting a proposal will be notified of any communications after the RFP closing.

XX. Rejection or Acceptance of Proposals

A. This RFP does not commit Uplift to award any Contract. Uplift reserves the right to reject any or all proposals, to waive technicalities or irregularities, and to accept any proposal it deems to be in the best interest of the Network. Uplift shall not be liable for any costs incurred by any company responding to this RFP.

B. Uplift will require the recommended proposer to sign the necessary Contract documents prepared Uplift administration. Proposer must take exception to any term of the Contract to which it will not agree in its proposal.

C. Proposals shall not be accepted from, or awarded to, any person, firm, or corporation that is in default with Uplift Education on any debt or agreement, or any obligation to Uplift Education by failing to perform satisfactorily any previous agreement within the past seven (7) years. Proposals may be disqualified for poor prior performance on similar agreements with other entities.

XXI. Late and Withdrawn Proposals

Proposals are required to be submitted electronically at using the Uplift's Department of Procurement's email account: procurement@uplifteducation.org. The Network will not accept submittals after the due date and time and hard copy submittals are not permissible.

XXII. Confidentiality

Any information deemed confidential shall be clearly noted as such on each page of the solicitation response. Uplift cannot guarantee it will not be compelled to disclose all or part of any public record under the Texas Open Record Act. Proposals will be opened by Uplift to avoid disclosure of contents to competing Respondents and kept secret and confidential during the solicitation process and prior to award. Respondents who include information in a proposal that is legally protected as trade secret or confidential shall clearly indicate the information which constitutes a trade secret or confidential information by marking that part of the proposal "trade secret" or "confidential" at the appropriate place. If a request is made under the Texas Open Records Act to inspect information designated as trade secret or confidential in a proposal, the Proposer shall, upon request, immediately furnish sufficient written reasons and information as to why the information designated as a trade secret or confidential should be protected from disclosure, for Uplift Education's Attorney to present the matter to the Attorney General of Texas for final determination.

XXIII. Disqualification of Proposers

Proposers may be disqualified for, but not limited to, the following reasons:

A. Reason to believe collusion exists among the proposers.
B. The proposer is involved in any litigation against Uplift.
C. The proposer is in arrears on an existing contract or has failed to perform on a previous contract with Uplift.

XXIV. Permits Required by Law

The awarded contractor shall comply with all requirements of federal, state, and local statutory requirements and regulations pertinent to or affecting any phase of this contract.

XXV. Background Check

Contractors and employees of contractors providing services to school districts or charter schools must be fingerprinted before beginning or continuing work, if those persons have continuing duties related to the contracted services and the opportunity for direct contact with students. The specific rules that apply to contractors' employees and applicants are separated by state law into two categories: (1) service contractors; and (2) certain public works contractors that provide engineering, architectural, or construction services (TEC §§ 22.0834, .08341). In the past, schools and contractors relied on the Clearinghouse to access and assess criminal history (Texas Government Code §411.097).

XXVI. Records and Audit

The Contractor shall keep accurate records of all components of invoices to Uplift, including but not limited to times and payroll receipts for hourly personnel utilized by this Contract. These records shall be retained for a minimum of five years after the conclusion of the Contract. Uplift reserves the right to audit any records it deems necessary for the execution of this Contract.

XXVII. Assignment of Contract

The Contractor shall not assign, transfer, sublet, convey or otherwise dispose of the Contract of any part therein or its right, title or interest therein or its power to execute the same to any other persons, firm, partnership, company or corporation without the prior written consent of Uplift. Should the Contractor assign, transfer, sublet, convey or otherwise dispose of its right, title or interest or any part thereof in violation of this section, Uplift may, at its discretion, cancel the Contract and all rights, title and interest of the Contractor shall therein cease and terminate, and the Contractor shall be declared in default.

XXVIII. Default by Contractor

The following events shall be deemed to be events of default by Contractor under the Contract:

A. Insolvency – Contractor shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

B. Written Consent - Contractor attempts to assign the Contract without the prior written consent of Uplift.

C. Failure to Perform – Contractor shall fail to perform, keep or observe any term, provision or covenant of the Contract; or

D. Failure to Pay Timely – Contractor fails to properly and timely pay Contractor personnel, suppliers or other contractors and the failure impacts Uplift or its Facility in any manner.

E. Written Notice of Default – In the event a default occurs, the contracted department's Program Director shall give the Contractor written notice of the default. If the default is not corrected to the satisfaction and approval of the Director within the time specified in such notice, Uplift may immediately cancel the Contract. At the direction of the Program Director, the Contractor shall vacate the facility, if applicable, and shall have no right to operate under the Contract.

F. Liability – The Contractor, in accepting the Contract, agrees that Uplift shall not be liable to prosecution for damages or lost anticipated profits if Uplift cancels or terminates the Contract. No Waiver: No waiver by Uplift of any default or breach of any covenant, condition, or stipulation shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation.

XXIX. Termination

Uplift may terminate this agreement in whole or in part by giving thirty days' written notice thereof to the Contractor. Uplift will compensate Contractor in accordance with the terms of the agreement for all goods and services delivered and accepted prior to the effective date of such termination notice.

XXX. Miscellaneous

A. Consideration – After executing the Contract, no consideration will be given to any claim of misunderstanding.

B. Qualification Statement – Proposers shall submit with the Proposal, the required Contractor's qualification statement with supporting information as stated herein along with all other supporting documentation requested.

C. Familiarize – Proposers shall thoroughly familiarize themselves with the provisions of these Specifications and the Facilities.

D. Rights – Uplift reserves the right to reject all Proposals and to waive any minor irregularities.

E. Disqualification – A Proposal may be disqualified if the corporation or individual Proposer is in arrears or in default to Uplift for any debt or Contract, or who has defaulted upon any obligation to Uplift by failing to perform satisfactorily any previous agreement or Contract within the past seven years. Also, Proposers may be disqualified for poor prior performance on similar Contracts with other entities.

F. Contract – The Contract with the Contractor will be drawn by Uplift and may contain such other provisions as are deemed necessary to protect the interests of Uplift.

G. Rules and Regulations – The Contractor agrees to abide by the rules and regulations as prescribed herein. The Contractor will, in all solicitations or advertisements for personnel to perform services under the Contract, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, or national origin.

H. Cause – If either party hereto is prevented from completing its obligations under the Contract by act of God, strike, lockout, material or labor restrictions by any governmental authority, civil riot, flood, or any other cause beyond the control of the parties hereto, then such party shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

I. Disclaimer – The section headings in these specifications are for convenience in reference and are not intended to define or limit the scope of any of the conditions, terms or provisions of these specifications.

J. Legal Interpretation – Should any question arise as to the proper interpretation of the terms and conditions of these specifications, the decision of Uplift Attorneys or their authorized representative shall be final.

XXXI. Conflict of Interest

No Uplift official or employee shall have any financial interest, direct or indirect, in any contract with Uplift, or be financially interested, directly or indirectly, in the sale to Uplift of any land, materials, supplies or services, except on behalf of Uplift as a board member or employee. Any violation of this section shall constitute malfeasance in office, and any Uplift board member or employee guilty thereof shall thereby forfeit Uplift board member's or employee's office or position with Uplift. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with Uplift shall render the contract involved voidable by the Chief Executive Officer or Board of Directors.

XXXII. Indemnity

The selected Proposer agrees to defend, indemnify and hold Uplift, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs, and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by the selected Proposer's breach of any of the terms or provisions of the contract, or by any other negligent or strictly liable act or omission of the selected Proposer, its officers, agents, employees, or subcontractors, in the performance of the contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of Uplift, its officers, agents, or employees and in the event of joint and concurrent negligence or fault of the selected Proposer and Uplift, responsibility, and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to Uplift under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity**.**

XXXIII. Communication

It is essential that the awarded Supplier respond clearly after receiving a telephone call or email from the Uplift officials. Written correspondence from Uplift Education shall be answered within twenty-four (24) hours. The awarded Contractor shall respond to phone calls and emails from Uplift within twenty-four (24) hours of receipt.

XXXIV. Partnership

Uplift seeks to establish a collaborative partnership with the Proposer chosen for this Program. Uplift will provide student-level data to guide Program services as necessary and as permitted by state and federal law. Uplift and the Proposer will also convene no more frequently than every two weeks in evidence-based continuous improvement meetings to discuss Program implementation, progress on Payment and Process Outcomes, and any challenges to student participation with the goal of mutual problem-solving to achieve the Network's goals.

XXXV. Commencement Date

The contract shall commence after the date of award by Uplift and upon the execution of the contract.

XXXVI. Award Method

Uplift's intent is to award this solicitation in its entirety to a single contractor, but Uplift reserves the right to award in the method that is most advantageous to Uplift. Uplift reserves the sole discretion to determine whether a solicitation response is responsive. Uplift reserves the right to reject any or all bids and to waive minor irregularities or discrepancies in any solicitation response as may be in the best interest of Uplift. Late bids will not be considered for the award.

XXXVII. Location and Invoicing

Uplift shall pay invoices in 30 days. In order for Uplift to pay invoices in 30 days, the vendor's invoice must be correct, and reflect the work or goods delivered to Uplift. The 30 days begin when Uplift has received a correct invoice reflecting the work or goods delivered. If Uplift receives an invoice that is not correct and/or reflective of work or goods that have been delivered, Uplift will request a corrected invoice and the 30-day period will begin once the correct invoice has been received. All work described in the

vendor invoice must have been delivered in compliance with the terms of the contract. Invoices shall be submitted monthly to Uplift for payment for the base payment amount, unless both parties agree to alternative arrangements based on project milestones. Each invoice submitted for payment shall include, at a minimum, the following information:

A. Name and address of the department for which services were provided.

B. Contact information of City staff who placed order (name, phone number, department)

C. Date of order or Service

D. Detailed description of each service

E. Price good or services (charges for all services covered by this contract are to be separately stated and explained

F. Total cost of goods/services

Submitting invoices without the above information may cause delays in payment processing. Incorrect invoices or invoices sent to the wrong address will delay payment. Vendors who fail to follow this procedure risk having the contract with Uplift cancelled.

XXXVIII. Evaluation Factors

The evaluations committee will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. Each proposal received will be analyzed to determine overall responsiveness and completeness as defined in the scope section and in the instructions on submitting a proposal. Failure to comply with the instructions or to submit a complete proposal may deem a proposal non-responsive and may at the discretion of the Evaluation Committee be eliminated from further evaluation.

If the evaluation committee has reasonable grounds to believe that the proposer with the highest-ranking score is unable to perform the required services to the satisfaction of Uplift, Uplift reserves the right to make an award to another proposer who in the opinion of the evaluation committee would offer Uplift the best value. Some indicators (but not a complete list) of probable supplier/proposer performance concerns are past supplier performance; the proposer's financial resources and ability to perform; the proposer's experience or demonstrated capability and responsibility; and the supplier's ability to provide a reliable on-going business relationship and the maintenance of on-going agreements and support.

XXXIX. Evaluation Criterion

Criteria Category	Description	Points
Service Model & Population	Applicant has experience and/or an evidence-informed approach to providing virtual tutoring to historically underrepresented student populations with proven results.	25
Capacity	Applicant has the proven capacity to serve student population, in terms of numbers of staff with the ability to serve the identified student population	25
Outcomes & Evaluation	Applicant provides services that have a demonstrated track record of achieving the payment outcomes in this RFP and a theory of change that supports outcomes achievement.	25
Continuous Improvement and Collaboration	Applicant has experience collecting and analyzing performance data to continuously improve service delivery. Applicant has experience collaborating with institutions, students, and as part of larger workgroups in delivering and improving services to achieve outcomes.	25
Price	Applicants accepts terms of the OBC Rate Card in Scope of Work Payment Terms	Yes/No

XL. Scope of Work

Program Design

At Uplift, our program design is heavily influenced by the National Student Success Accelerator's identified program components. More information on NSSA's approach can be found on their website.

Curricular Focus

Due to their impact on all other content areas, as well as their high rate of testing, high impact tutors will focus on Reading and Math in Primary and Middle school. Tutoring curriculum will be planned around EOC-tested subject areas in High School.

Curricular Materials

High quality, TEKS-aligned materials are essential to providing scholars with a high-quality tutoring experience. In-person tutors will plan with teachers during the week in order to maximize the integration of the material being practiced in tutoring sessions. Tutoring objectives will be oriented around grade-level content currently being taught in classrooms.
Virtual tutoring vendors will be provided with Uplift curricular materials and will be expected to align vendor provided materials to the unit being taught in class. They also may be asked to provide STAAR/EOC prep instruction, especially in the period leading up to STAAR/EOC.

Scheduling and Term

The Network is excited to extend this Request for Proposals to seek a new partnership with providers (the "Providers") for the provision of services (the "Program").

The Network's primary focus is on its goals and outcomes and not on how the Program is ultimately operated. As long as the Program meets the Network's minimum service level requirements for sessions and Program length, the Network is open to any other innovations, methodologies, or value-add components the Provider can offer.

The Provider will be paid a base rate for every participating student for its tutoring services plus additional contingent payments for every student based on the outcomes students achieved and as specified in the Rate Card in this RFP. Ultimately, the Network seeks to partner with a Provider that shares its goals for improving student outcomes and will reward that Provider for its success.

PROGRAM SIZE AND STUDENT POPULATION. The Network seeks to serve 400 students through the Program. Information about the likely student population is included below. The Network shall determine which students are eligible for the Program but note that the makeup of the participating student population may not match the table below precisely.

All tutoring will be conducted at scheduled meetings during the school day–not before, not after, not on-demand.

All tutoring will occur in 3:1 groups, 3-4 times a week

The potential calendar for the provision of tutoring services can be found at the link below. The calendars are tentative and subject to change but may be useful for planning the cost and scope of your proposal.

Third Party Tutoring Program Calendar 23-24

June (0 instructional days, 0 early release days, 0 half days, 0 potential tutoring days)					
Program Phase	Monday	Tuesday	Wednesday	Thursday	Friday
Planning Week 4				1	2
No Planning Workshops	5	6	7	8	9
No Planning Workshops	12	13	14	15	16
Planning Week 5	19	20 Fall Tutoring Program Orientation	21	22 Master Schedule Workshop	23
No Planning Workshops	26	27 Teacher/Tutor Planning Structure Workshop	28	29 Roster Building Workshop, Pt. 1	30

July (0 instructional days, 0 early release days, 0 half days, 0 potential tutoring days)					
Program Phase	Monday	Tuesday	Wednesday	Thursday	Friday
Planning Week 6	3	4	5	6	7
Planning Week 7	10	11 Stakeholder communication Workshop	12	13 Final Program Edit Workshop	14
No Planning Workshops	17	18	19	20	21
Teacher Onboarding Week 1	24	25	26 Teachers Return	27	28
Teacher Onboarding Week 2	31				

August (17 instructional days, 3 early release days, 0 half days, 0 potential tutoring days)					
Program Phase	Monday	Tuesday	Wednesday	Thursday	Friday
Teacher Onboarding Week 2 (cont)		1	2	3	4
No Planning Workshops	7 Transition Camp Day 1	8 Transition Camp Day 2	9 First Day for Scholars Beginning of S1	10	11
Data Collection Week 1 (No Tutoring)	14	15	16 Early Release	17	18
Data Collection Week 2 (No Tutoring)	21	22	23 Early Release	24	25
Week Zero	28 Tutor Orientation	29 Tutors observe classes, plan with teachers	30 Early Release	31 Tutors observe classes, plan with teachers	

September (19 instructional days, 4 early release days, 0 half days, 15 potential tutoring days)					
Program Phase	Monday	Tuesday	Wednesday	Thursday	Friday
Week Zero (cont)					1 Tutors observe classes, plan with teachers
Implementation Week 1	4 Labor Day	5 Tutoring Day 1	6 Early Release	7 Tutoring Day 2	8 Tutoring Day 3
Implementation Week 2	11 Tutoring Day 4	12 Tutoring Day 5	13 Early Release	14 Tutoring Day 6	15 Tutoring Day 7
Implementation Week 3	18 Tutoring Day 8	19 Tutoring Day 9	20 Early Release	21 Tutoring Day 10	22 Tutoring Day 11
Implementation Week 4	25 Tutoring Day 12	26 Tutoring Day 13	27 Early Release	28 Tutoring Day 14	29 Tutoring Day 15

October (17 instructional days, 3 early release days, 0 half days, 14 potential tutoring days)					
Program Phase	Monday	Tuesday	Wednesday	Thursday	Friday
Implementation Week 5	2 Tutoring Day 16	3 Tutoring Day 17	4 Early Release	5 Tutoring Day 18	6 Tutoring Day 19
Fall Break (No Tutoring)	9 Fall Break	10 Fall Break	11 Fall Break	12 Fall Break	13 Fall Break
Implementation Week 6	16 Tutoring Day 20	17 Tutoring Day 21	18 Early Release	19 Tutoring Day 22	20 Tutoring Day 23
Implementation Week 7	23 Tutoring Day 24	24 Tutoring Day 25	25 Early Release	26 Tutoring Day 26	27 Tutoring Day 27
Implementation Week 8	30 Tutoring Day 28	31 Tutoring Day 29			

November (16 instructional days, 4 early release days, 0 half days, 13 potential tutoring days)					
Program Phase	Monday	Tuesday	Wednesday	Thursday	Friday
Implementation Week 8 (cont)			1 Early Release	2 Tutoring Day 30	3 Tutoring Day 31
Implementation Week 9	6 Tutoring Day 32	7 Tutoring Day 33	8 Early Release	9 Tutoring Day 34	10 Tutoring Day 35
Implementation Week 10	13 Tutoring Day 36	14 Tutoring Day 37	15 Early Release	16 Tutoring Day 38	17 Tutoring Day 39
Thanksgiving Break (No Tutoring)	20 Thanksgiving Break	21 Thanksgiving Break	22 Thanksgiving Break	23 Thanksgiving Break	24 Thanksgiving Break
Implementation Week 11	27 Tutoring Day 40	28 Tutoring Day 41	29 Early Release	30 Tutoring Day 42 0	

December (16 instructional days, 4 early release days, 0 half days, 13 potential tutoring days)					
Program Phase	Monday	Tuesday	Wednesday	Thursday	Friday
Implementation Week 11 (cont)					1 Tutoring Day 43
Implementation Week 12	4	5 Tutoring Day 44	6 Early Release	7 Tutoring Day 45 S1 Data Review	8 Tutoring Day 46
EOC Retests (No Tutoring)	11 HS Retests	12 HS Retests	13 Early Release	14 HS Retests	15 HS Retests
End of Semester (No Tutoring)	18	19 Half Day	20 Half Day	21 Half Day End of S1	22 Winter Break
Winter Break (No Tutoring)	25 Winter Break	26 Winter Break	27 Winter Break	28 Winter Break	29 Winter Break

January (16 instructional days, 4 early release days, 0 half days, 13 potential tutoring days)					
Program Phase	Monday	Tuesday	Wednesday	Thursday	Friday
Return to School (No Tutoring)	1 Winter Break	2 Winter Break	3 Teacher Inservice	4 Scholars Return Beginning of S2	5
Reflection and Revision S2 Data Collection Semester 2 Week Zero	8	9	10 Early Release	11 Tutors Observe, Plan with Teachers	12 Tutors Observe, Plan with Teachers
Implementation Week 13	15 Staff/Student Holiday	16 Tutoring Day 47	17 Early Release	18 Tutoring Day 48	19 Tutoring Day 49
Implementation Week 14	22 Tutoring Day 50	23 Tutoring Day 51	24 Early Release	25 Tutoring Day 52	26 Tutoring Day 53
Implementation Week 15	29 Tutoring Day 54	30 Tutoring Day 55	31 Early Release		

February (20 instructional days, 4 early release days, 0 half days, 16 potential tutoring days)					
Program Phase	Monday	Tuesday	Wednesday	Thursday	Friday
Implementation Week 15 (cont)				1 Tutoring Day 56	2 Tutoring Day 57
Implementation Week 16	5 Tutoring Day 58	6 Tutoring Day 59	7 Early Release	8 Tutoring Day 60	9 Tutoring Day 61
Implementation Week 17	12 Tutoring Day 62	13 Tutoring Day 63	14 Early Release	15 Tutoring Day 64	16 Tutoring Day 64
Implementation Week 18	19 Staff/Student Holiday	20 Tutoring Day 65	21 Early Release	22 Tutoring Day 66	23 Tutoring Day 67
Implementation Week 19	26 Tutoring Day 68	27 Tutoring Day 69	28 Early Release	29 Tutoring Day 70	

March (13 instructional days, 3 early release days, 0 half days, 12 potential tutoring days)					
Program Phase	Monday	Tuesday	Wednesday	Thursday	Friday
Implementation Week 19 (cont)					1 Tutoring Day 71
Implementation Week 20	4 Tutoring Day 72	5 Tutoring Day 73	6 Early Release	7 Tutoring Day 74	8 Teacher Inservice (No Tutoring)
Spring Break	11 Spring Break	12 Spring Break	13 Spring Break	14 Spring Break	15 Spring Break
Implementation Week 21	18 Tutoring Day 75	19 Tutoring Day 76	20 Early Release	21 Tutoring Day 77	22 Tutoring Day 78
Implementation Week 22	25 Tutoring Day 79	26 Tutoring Day 80	27 Early Release	28 Tutoring Day 81	29 Staff/Student Holiday

April (8-10 instructional days, 2 early release days, 0 half days, 6 potential tutoring days)					
Program Phase	Monday	Tuesday	Wednesday	Thursday	Friday
Implementation Week 23	1 Inclement Weather Day	2 Tutoring Day 83	3	4 Tutoring Day 84	5 Tutoring Day 85
Implementation Week 24	8 Tutoring Day 86	9 Tutoring Day 87	10	11 Tutoring Day 88 S2 Data Review	12 Tutoring Day 89 (Final Day of Tutoring)
STAAR/EOC Testing (No Tutoring	15	16	17	18	19
STAAR/EOC Testing (No Tutoring	22	23	24	25	26
STAAR/EOC Testing (No Tutoring	29	30			

Historical Data for Student Populations Served:

Student population data, 3rd Grade Math, 2021-2022	
Average Conditional Growth Percentile, as measured by NWEA MAP, Fall to Spring 2021-2022	42
Percentage of scholars scoring "Meets" or "Masters" on 3rd Grade Math STAAR, Spring, 2022	Meets or above: 33% Masters: 15%
Student population data, 3rd Grade Reading, 2021-2022	
Average Conditional Growth Percentile, as measured by NWEA MAP, Fall to Spring 2021-2022	33
Percentage of scholars scoring "Meets" or "Masters" on 3rd Grade Math STAAR, Spring, 2022	Meets or above: 41% Masters: 22%
Student population data, 4th Grade Math, 2021-2022	
Average Conditional Growth Percentile, as measured by NWEA MAP, Fall to Spring 2021-2022	54
Percentage of scholars scoring "Meets" or "Masters" on 3rd Grade Math STAAR, Spring, 2022	Meets or above: 27% Masters: 13%
Student population data, 4th Grade Reading, 2021-2022	
Average Conditional Growth Percentile, as measured by NWEA MAP, Fall to Spring 2021-2022	58
Percentage of scholars scoring "Meets" or "Masters" on 3rd Grade Math STAAR, Spring, 2022	Meets or above: 42% Masters: 20%
Student population data, English I, 2021-2022	
Average Conditional Growth Percentile, as measured by NWEA MAP, Fall to Spring 2021-2022	39
Percentage of scholars scoring "Meets" or "Masters" on 3rd Grade Math STAAR, Spring, 2022	Meets or Above: 48% Masters: 9%

Student population data, English II, 2021-2022	
Average Conditional Growth Percentile, as measured by NWEA MAP, Fall to Spring 2021-2022	39
Percentage of scholars scoring "Meets" or "Masters" on 3rd Grade Math STAAR, Spring, 2022	Meets or above: 60% Masters: 8%
Student population data, Algebra I, 2021-2022	
Average Conditional Growth Percentile, as measured by NWEA MAP, Fall to Spring 2021-2022	33
Percentage of scholars scoring "Meets" or "Masters" on 3rd Grade Math STAAR, Spring, 2022	Meets or above: 60% Masters: 8%

MINIMUM SERVICE LEVEL FOR SESSIONS

To meet the minimum service level, the Provider must provide every participating student with a qualified tutor for the duration of each session throughout the Program Length above.

District shall ensure that it complies with all reasonable requests and timelines in the provision of data or other materials required by the Provider to perform its obligations. Should the Provider be unable to serve students *based on a 70% attendance rate* effectively due to a lack of district compliance with reasonable requests, the District will be responsible for making the outcome-based payments for all students affected up to the outcomes caps articulated in the rate card *regard of outcomes achievement***.** Should the District be unable to continue to ensure the attendance of specific active students despite rigorous attempts, the District and Provider may mutually agree to substitute alternative students in place of non-attending students.

In order for the Provider to obtain an outcome payment for a student at the end of the program term, Provider must meet the following minimum service requirements for that student:

- Track and report on student attendance on a daily basis
- The student has the same tutor for a minimum of 80% of tutoring sessions.
- The student's tutor is prepared and on time for at least 95% of sessions.

Set Up and Periodic Meetings with Stakeholders

Vendors will be expected to hold a series of meetings with stakeholder campuses to schedule, roster, and set up services during the summer. The dates of the planning workshops, which will be planned in conjunction with selected vendors and the Uplift central team, are listed below:

- Jun 20, 2023 Program orientation
- Jun 22, 2023 Master scheduling
- Jun 27, 2023 Teacher/tutor planning structures
- Jun 29, 2023 Roster building part 1
- Jul 11, 2023 Stakeholder communication
- Jul 13, 2023 Final program edit workshop

Vendors will be expected to meet with (via Zoom or in-person) and update the following stakeholders on a weekly basis:

- Central Tutoring Team (Director of Learning Acceleration, other relevant central staff): Weekly, with a mid-session data review and end of session review
- Campus-level teams (HB4545 Compliance Coordinator, Deans, Academic Directors) Weekly, with a mid-session data review and end of session review

Metrics and Desired Outcomes

Uplift Education values scholar growth, flourishing, and performance in many areas. Our tutoring program seeks to help scholars increase their confidence in the classroom and to address unfinished learning experienced in the wake of the COVID 19 pandemic. Specific metrics we value, as well as desired outcomes, are listed below.

Process ***Outcomes***

- Rostered scholars attend at least 70% of scheduled tutoring sessions
- On an end of session survey (distributed by the tutoring vendor), 85% of teachers working with tutors respond in affirmation to the prompt "Tutoring has significantly improved scholar confidence and performance for tutored scholars."

Payment ***Outcomes***

- Outcome 1: Mid-level Growth
  - Student achieves 60-65% conditional growth percentile (CGP)
- Outcome 2: High-level Growth
  - Student achieves 66-99% conditional growth percentile (CGP)
- Outcome 3: Proficiency
  - Student achieves Meets or Masters on STAAR or EOC in tutored content area

Potential Schools to be Served, Virtual

Campus	Division	Region	Mode Requested	Campus Need	Number of scholars to be served
Wisdom	Primary	South Dallas	Virtual	3rd Grade Reading	30
				3rd Grade Math	30
				4th Grade Math	30
Atlas	Primary	East Dallas	Virtual	3rd Grade Reading	30
				3rd Grade Math	30
				4th Grade Math	30
Luna	High	East Dallas	Virtual	English I	50
				English II	25
				Algebra I	50
Pinnacle	Primary	Oak Cliff, Dallas	Virtual	3rd Grade Reading	30
				3rd Grade Math	30
				4th Grade Math	30

At minimum, the Network is seeking the following goods and/or services to be provided by the Supplier(s):
Tutorial services should provide additional academic instruction in reading, math, English/ language arts, social studies, and science that is designed to increase the progress and academic achievement of students, including ELL and Special Education students. Services may include academic assistance such as remediation, acceleration, and other educational interventions. The following services are to be provided by the awarded Supplier(s):

A. Research-based evidence on success of tutoring services on student achievement and/or demonstrated track record in schools to accelerate student achievement.

B. Provide tutoring services during the school day.

C. Provide skilled, qualified and experienced personnel (including Texas public school background check).

D. Provide academic support to increase academic achievement in Reading, English Language Arts, Math, Science, Writing, and/or Social Studies of eligible students as measured by STAAR/End of Course Assessments and/or academic progression at the end of each grading cycle. The goal is to help students attain proficiency in meeting state academic standards in the subjects listed above and throughout the Network's core curriculum.

E. Provide a description of how the student's progress will be measured and how the student's parents and teachers will be regularly informed of that progress.

F. Provide the principal/campus designee, and the appropriate classroom teacher(s) with monthly information on the student's progress in an understandable and uniform format, including alternative formats upon request, and to the extent practicable, in a language that the parents can understand; provided, however the communication in English and Spanish shall always be "practicable".

G. Provide information on how the individual who is providing services is selected, trained, and supported.

H. Provide information on the intervention curriculum resources that individuals who provide tutoring use with students (include samples and/or websites).

I. Describe delivery models in which tutors are able to work with students.

J. Provide student pre and post assessment materials.

K. Conduct student pre and post assessments scoring in applicable programs.

L. Provide student results analysis and grouping in applicable programs.

M. Work with schools to schedule sessions.

N. Should a student drop out of the program prior to program completion, Uplift has the option to replace that student with a different student for the remainder of the scheduled sessions assuming the student is able to meet the 70% attendance threshold.

O. Students who drop prior to the end of the program and students added after the program begins will not be included in the final results when determining the overall success of the program, nor will students who attend less than 90% of scheduled instruction sessions.

P. Participate in school or Network level training when deemed necessary by administrator or Network level officials.

Q. Provide 24-hour notice to the school or Network administrator if tutorial staff will be absent.

R. Provide the same tutor for a minimum of 80% of tutoring sessions.

S. Arrive on time, virtually or in-person and remain on duty for at least 95% of scheduled tutoring sessions.

T. Conduct quality assurance monitoring and campus visits.

U. Provide instructional supplies if necessary to facilitate tutoring programs.

V. Ensure program alignment to Uplift TEKS-aligned Network curriculum.

W. Re-teach or accelerate student mastery based on on-going performance assessment data.

X. Collaborate with campus administrators and teachers regarding student performance, progress monitoring, and attendance.

Y. Respond to the Network's electronic notification of any matters within three (3) business days (i.e., updated student rosters and request for reports and the like).

Z. No disclosure of the identity of any student who is eligible for, or receiving, tutorial services without the prior written permission of the student's parent(s).

AA. Provide for all students who have an Individualized Education Plan (IEP) or receive services under section 614(d) of the Individuals with Disabilities Education Act and in the case of a student covered under Section 504, the goals and timetables will be developed that are consistent with the IEP or Section 504 services.

P**rovider qualifications and methodologies:** In your proposal, please describe your ability to meet the needs of the District as described in this RFP, including information on the methodology and procedures you will use to achieve the target outcomes and anything else that will aid us in understanding how you will accomplish them. Eight pages maximum.

1. **Service Model and Population**
   A. Services: Describe your proposed services. How will the services you propose be delivered? What technology platform do you use and how is it integrated into sessions? How do you schedule sessions?

   B. Methodologies: Describe the methodologies you use to instruct students and improve mastery in [*subject area or proficiency, e.g., math*]. What curriculum do you use? What is your philosophy regarding [*service to be delivered, e.g., math tutoring*] and to what extent do you align with work that is happening in the classroom? How do you group students? If you change groups over time, tell us how. Is there a computer-based instruction element?

   C. How do these services and methodologies successfully support the student population we are serving with this Program? Share evidence and/or experience in successfully serving similar student populations.

2. **Capacity.** Describe the size and make-up of your tutoring staff, their typical experience and credentials. Please break out full-time and part-time staff. Provide information on how staff are recruited, selected, and trained, including any requirements they must meet. Explain how you monitor the performance of tutors over time and what you do about poor performance.

3. **Outcomes & Evaluation.** Provide the evidence base for the effectiveness of your model and/or your experience of working with the student population we are serving with this Program. How do you monitor progress and growth?

   A. Relevant Experience. Describe any and all experience that explains why you are best suited to achieve the desired outcomes. Include your history working with historically underserved student populations, including students of color, English language learners, etc., including the size and demographics of student populations you have served.

B. Tell us anything else that might give us confidence in your ability to deliver the outcomes.

4. C**ontinuous Improvement and Collaboration.** Tell us how you use data to continuously improve the service you provide, including how you help tutors get better. Describe how you will engage district and school leaders in ensuring success. Share any experience you have in collaborating with other institutions or being part of larger workgroups to deliver services and improve outcomes.

Key Staff: Please give brief details of the key staff who would work with the District and their experience. Include the names and contact information of key staff who will be responsible for the following:

1. Leading your organization in pursuing the outcomes listed above.
2. Recruiting tutors
3. Onboarding tutors
4. Designing logistics (ensuring tutor scheduling, methods of communication, and support are planned ahead of the start of services and clearly communicated to all stakeholders)
5. Training tutors, both initially and throughout the proposed service period
6. Monitoring and maintaining logs of tutoring sessions.

Payment Outcomes: The expected outcomes tied to payment are detailed in the Outcomes Rate Card in this RFP. The Network shall administer NWEA MAP to establish baseline data for participating students and again at the end of the program to measure outcomes. In addition, the Network shall administer STAAR and EOC to establish performance levels for each scholar tutored. Provider will be entitled to send a representative to observe the assessment administration, as applicable and appropriate.

Pricing: The rate card for this contract is available below. See below for the overall goals and payments for student achievement.

A. The full Base Payment available will be calculated based on the number of active participants as agreed upon by the provider, school, and district within the first two weeks of tutoring sessions. The full base payment will be no greater than **$1050** per student and **$420,000** in total. Base Payments will be made within 30 days upon receipt of an invoice and District approval that the minimum payment terms have been met during the billing period, e.g. tutoring services were delivered.

B. Payments other than the Base Payment are collectively the "Contingent Outcomes Payments." The full Contingent Outcomes Payments and associated outcomes caps available will be calculated based on the number of active participants as agreed upon by the provider, school, and district within the first two weeks of tutoring sessions. This amount will not exceed **$280,000**.

C. The total Program fee paid shall not exceed the District Maximum **$700,000**. Because it is unlikely that all students will succeed fully in the outcomes below, the total eligible amount per student multiplied by the number of students will exceed the District Maximum. The total payment that the district will make for each outcome will be limited by its respective outcome payment cap.

Outcomes Rate Card			
Outcome	Metric	Price Per Student	Outcome Payment Cap
Outcome 1: Mid-level Growth	Student achieves 60-65% conditional growth percentile (CGP) in tutored subject	$ 440	$ 75,000
Outcome 2: High-level Growth	Student achieves 66-99% conditional growth percentile (CGP) in tutored subject	$ 880	$ 75,000
Outcome 3: Proficiency	Student achieves Meets or Masters on STAAR or EOC in tutored content area	$ 1750	$ 150,000
Base Payment			
Base Payment	Paid on services rendered	$1050	$ 450,000
Total		$ 4120	$ 700,000

Method of Payment: Base payment will be provided as tutoring hours are provided, to be determined in the service agreement. Contingent Payments based on NWEA MAP shall be paid at the end of the Program term upon completion of the final assessment for all participating students. Contingent Payments based on STAAR/EOC shall be paid within a month of the Network's receipt of finalized STAAR/EOC performance levels. The Network expects to receive finalized performance levels for all STAAR/EOC in late July, 2024.

XLI. Required Vendor Forms

Please click on the following link below to download required Vendor Application Forms as well as Insurance required documentation information.

Vendor Application and Sample Insurance Information