



IDEA Headquarters
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RFP Addendum

Addendum: Answer Vendor Questions and Update Specified General Terms & Conditions

Date: 09/14/2021

RFP: #4-RFP-GNRL-2022 ACT Preparation

To: All Prospective Vendors

Answer Vendor Questions:

- a) How many hours of ACT instruction are included in each of the RTTC II, RTTC III, and ACT Prep Skills courses?

Answer: School year 21-22, the selected vendor(s) must provide 25 hours for RTTC II, 25 hours for RTTC III, and 43 hours for ACT Prep.

School year 22-23, the selected vendor(s) must provide 43 hours for RTTC II, 43 hours for RTTC III, and 86 for ACT Prep.

- b) How will In-Field coaching days be determined by site?

Answer: The number of in-field coaching days will be determined based on ACT data.

- c) Is there a general estimate of the number of in-field coaching days needed for the 2021-2022 school year?

Answer: Current estimate is one day, in January, but is subject to change based on ACT data.

- d) What vendor has IDEA used in the past for ACT student prep and teacher support?

1. **Answer:** Apex, Princeton Review, Sylvan, and a number of other prep books and/or free websites, including resources from the ACT website.

- e) Has the programing been implemented as a site by site, or an entire organization initiative?

Answer: ACT programming is used on a site by site basis.

- f) What current Learning Management System (LMS) does IDEA use?

Answer: IDEA does not currently utilize an LMS.



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Update:

Part VIII – General Terms and Conditions:

INDEMNIFICATION: THE CONTRACT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS IDEA PUBLIC SCHOOLS AND ITS BOARD OF DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELEY THE “IDEA INDEMNITEES”) IN THEIR OFFICIAL AND INDIVIDUAL CAPACITIES FROM AND AGAINST ALL DAMAGE, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGEMENTS, EXPENSES, AND OTHER CALIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING ATTORNEYS’ FEES INCURRED IN INVESTIGATING, DEFENDING, OR SETTLING ANY OF THE FORGOING BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE CONTRACTOR’S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY ACT OR OMISSION, OR WILLFUL MISCONDUCT OF THE CONTRACTOR, ANYONE DIRECTLY EMPLOYED BY THE CONTRACT, OR ANYOEN FOR WHOSE ACTS THE CONTRACT MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY IDEA INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE. THE CONTRACTOR’S OBLIGATIONS CONTAINED IN THIS SECTION SUR VIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT AND CONTINUE ON INDEFINITELY AND CANNOT BE WAIVED OR VARIED.

Replace With:

INDEMNIFICATION: THE CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS IDEA PUBLIC SCHOOLS AND ITS BOARD OF DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELEY THE “IDEA INDEMNITEES”) IN THEIR OFFICIAL AND INDIVIDUAL CAPACITIES FROM AND AGAINST ALL DAMAGE, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGEMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING ATTORNEYS’ FEES INCURRED IN INVESTIGATING, DEFENDING, OR SETTLING ANY OF THE FORGOING BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE CONTRACTOR’S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY ACT OR OMISSION, OR WILLFUL MISCONDUCT OF THE CONTRACTOR, ANYONE DIRECTLY EMPLOYED BY THE CONTRACTOR, OR ANYONE FOR WHOSE ACTS THE CONTRACTOR MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY IDEA INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE. THE CONTRACTOR’S OBLIGATIONS CONTAINED IN THIS



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SECTION SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT AND CONTINUE ON INDEFINITELY AND CANNOT BE WAIVED OR VARIED.

Add to Terms and Conditions:

Standing: Vendor must be registered to conduct business in Texas and in good standing with the Texas Secretary of State and Comptroller.

End of Addendum