



ACADEMY OF ACCELERATED LEARNING, INC.

5300 N Braeswood, Suite 8

Houston, Texas 77096

(713) 668-8237

www.aalinc.org

REQUEST FOR PROPOSAL (RFP) #10-01-23

FOR PROFESSIONAL EDUCATION SERVICES, TUTORING AND INTERVENTION SERVICES IN READING, MATHEMATICS, SCIENCE, AND SOCIAL STUDIES

Date of Issued: Wednesday, October 4, 2023

Academy of Accelerated Learning, Inc. (**AAL, Inc.**) is requesting proposal from qualified firms and/or professionals interested in contracting with AAL, Inc. to provide for professional education services, tutoring and intervention services in reading, mathematics, science, and social studies. These services and materials shall be procured on an "as needed" basis with AAL, Inc. making the sole determination of need. The services requested should include a wide spectrum of consultation, professional staff development, program improvement, and other direct-type services relating to Pre-Kindergarten (Pre-K) – Eight (8) environments and support. **This (RFP) is for professional education services, tutoring & intervention services in reading, mathematics, science, and social studies to include tutoring and intervention services in English Language Arts and Reading (ELAR), Math, Science, and Social Studies to include evaluation, consultation, professional staff development, program improvement and other services for AAL, Inc.** The proposal is to begin from the date of the award, which is scheduled for Monday, October 23, 2023, through August 31, 2024, with the option to extend the agreement four (4) additional one-year periods.

All responses to this request for proposals must meet the following conditions to be considered:

- AAL, Inc. will not be liable for any cost incurred in the preparation of any response.
- Faxed proposals will not be accepted. **DO NOT FAX YOUR PROPOSAL!**
- Complete and return the attached Representations and Certifications Forms of this packet.
- Complete, sign, and return the attached RFP forms, addressing all questions on additional paper if necessary.
- Provide a statement of any current or potential conflicts of interest.

AAL, Inc. does not discriminate based on race, sex, age, religion, color, national origin, or disability in providing education services, activities, or programs. It is the intent and policy of this District to conduct its activities in compliance with all Federal and State laws prohibiting discrimination based on race, sex, age, religion, color, national origin, or disability.

IMPORTANT NOTE: It is the proposer's responsibility to read and comply with the information provided. Failure to complete and submit this proposal according to the information and instructions may result in the proposer's disqualification. **Proposals must be typed or ink with a blue signature.** Proposals written in pencil will not be accepted. Proposals received after the date and time specified will not be considered. The proposal must submit prices and other information required in the proper spaces on the proposal forms provided. Deviation may result in disqualification of the proposal.

Provider(s) shall submit one original and four (4) copies (total of five (5) submissions) of the completed proposal in a sealed envelope addressed to:

Academy of Accelerated Learning, Inc.
Business Office - Purchasing Department
Attn: David Dennis, CFO
5300 N. Braeswood, Suite 8
Houston, Texas 77096

Note: **Original proposal must be submitted separately and labelled original in a sealed envelope.**

The deadline for proposal submission is October 16, 2023, at 3:00 p.m.
RFP may be obtained at: <https://www.aalinc.org/Page/1473>

“No calls are accepted.”

Please direct all questions to the AAL, Inc. website listed below:
<https://www.aalinc.org/Page/1479>

Terminology Clarification: The following words have the same meaning:

1. Academy of Accelerated Learning, Inc., AAL, Inc.
2. Company, Vendor, Provider
3. Request for Proposal, RFP, Proposal, Bid
4. Proposer, Bidder

NOTE:

Delivery of Proposals envelope to other Departments within AAL, Inc. **is not** considered as delivery to the Business Office - Purchasing Department. A Proposal, although perhaps mailed in time, will be rejected if it is not received by the Office - Purchasing Department in a timely fashion.

Proposals received after the time and date specified below **will not** be considered and will be filed unopened. AAL, Inc. shall not be held liable for late Proposals.

PLEASE SUBMIT PROPOSAL NO LATER THAN
FIRM DEADLINE - 3:00 P.M. CST ON Monday, October 16, 2023

Mark your sealed envelope in the lower left-hand corner with RFP #10-01-23, Company Name, time, and due date, as noted above. (Should AAL, Inc. close for unforeseen reasons (force majeure) on the date

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the Proposal is due, the above referenced date should be changed to 3:00 P.M. the first date AAL, Inc. is open to conduct business).

You are invited to submit an RFP to provide professional education services, tutoring and intervention services in reading, mathematics, science, and social studies for The Academy of Accelerated Learning, Inc. starting October 23, 2023, with AAL, Inc.'s options to renew annually on September 1st of each year through August 31, 2028.

The RFP response (Proposal) **MUST** be signed by an individual authorized to contractually bind the firm submitting the Proposal. A failure to sign the Proposal will cause it to be rejected as NON-RESPONSIVE. The Proposal must give the full firm name and address of Proposer. The person signing the Proposal should show title or authority to bind his/her firm in a contract.

AUTHORIZATION TO SUBMIT PROPOSAL

You represent to The Academy of Accelerated Learning, Inc. that you are authorized to submit this proposal by signing below.

Proposal submitted (Circle One): YES NO

Company Name _____

Address _____ City _____ State _____ Zip _____

Signature of Authorized Representative _____ Date _____

Printed Name _____

Email _____

Phone _____

Fax _____

REQUIRED SUBMITTAL

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If you do not already have the following forms on file with The Academy of Accelerated Learning, Inc., and your firm is selected, then you will be required to complete and submit the following forms:

ATTACHMENTS – REQUIRED FORMS:

- A. Certification of Proposer
- B. Reference Form
- C. Certification of Non-Collusion Statement
- D. Deviation/Compliance Signature Form
- E. Confidentiality Declaration Form
- F. Commitment to Provide Insurance Affidavit
- G. Certification for Criminal History Check
- H. Felony Conviction Notification
- I. Antitrust Certification Statement
- J. General Certifications
- K. EDGAR Certifications for Contracts Funded by Federal Grants
- L. Legal Compliance
- M. Notice to Providers Conflict of Interest Disclosure Statements
- N. Form CIQ
- O. Conflict of Interest Questionnaire
- P. Form W-9: Request for Taxpayer Identification Number and Certification
- Q. Form 1295: Certificate of Interested Parties

Note:

These forms will be provided to the selected Providers after Academy of Accelerated Learning, Inc. has made a determination.

2.0 INSTRUCTIONS TO PROPOSERS

2.1. **PROCESS OVERVIEW:** This section outlines the steps in the procurement process.

Deadline for Questions	October 12, 2023, by 3:00 pm CST
Deadline for Response to Questions/Addendum(s)	October 13, 2023, by 3:00 pm CST
Proposal Due Dates	October 16, 2023, by 3:00 pm CST

2.2. Questions must be submitted in writing via email no later than October 12, 2023, by 3:00 pm CST.

Responses to questions, if required, will be posted on AAL, Inc.'s Business Office website by October 13, 2023, by 3:00 pm CST. It is the Proposer's responsibility to ensure receipt addenda postings before submitting responses.

2.3. Proposal (herein referred to as "proposal") will be received by the Academy of Accelerate Learning, Inc., Business Office - Purchasing Department, **Attn: David Dennis, CFO**, 5300 N. Braeswood, Suite 8, Houston, Texas 77096 **for professional education services, tutoring & intervention services in reading, mathematics, science, and social studies to include tutoring and intervention services in English Language Arts and Reading (ELAR), Math, Science, and Social Studies to include evaluation, consultation, professional staff development, program improvement and other services for AAL, Inc.** Information regarding specifications and requirements on this proposal may be obtained from David Dennis at ddennis@aalinc.org. Proposal **must be delivered** to the physical address above.

2.4. AAL, Inc. must adhere to State Purchasing Laws and competitively procure for purchases of goods and services. One method to seek proposals for goods and services is for AAL, Inc. to issue a "discount from catalog or price list" proposal in order to establish an approved list of vendors from which AAL, Inc. employees can purchase from on an as needed basis. **It is the intent to award this proposal to multiple providers.** This will give district employees the flexibility to contact the providers who have the best value for a particular item. Therefore, if you would like to do business with AAL, Inc. you must complete and return this proposal. Discount prices will include all shipping and handling charges, F.O.B. destination, unless otherwise noted or unless other terms have been negotiated.

2.5. AAL, Inc. reserves the right to reject any or all proposals, waive informalities, and award a proposal in the best interest of AAL, Inc. No quantities are guaranteed. Purchases will be made by AAL, Inc. staff on an "as needed" basis. Purchases against this proposal will be based upon the availability of funds. Please note that AAL, Inc. at its discretion may purchase from existing bids or proposal and/or issue other bids or proposal for goods, supplies, and services which may be the same or similar to those identified in this proposal, as is deemed in the best interest of AAL, Inc.

2.6. The attached "**GENERAL CONDITIONS**" are an integral part of this proposal.

The following instructions by AAL, Inc. are intended to afford proposers an equal opportunity to participate in the request for proposal process. It is not the policy of AAL, Inc. to purchase on the basis of low bids or quotes alone; quality, service, student/teacher/administration preference, and suitability to purpose are some of the controlling factors used to determine which products to purchase and from whom.

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- 2.7. Proposers must fill in all blank lines and complete all requirements on the Submittal Form.

SUBMITTAL INFORMATION/MANDATORY REQUIREMENTS

The exterior of the envelope containing the proposal **must** be plainly addressed and labeled as follows:

Academy of Accelerated Learning, Inc.
Business Office - Purchasing Department
Attn: David Dennis, CFO
5300 N. Braeswood, Suite 8
Houston, Texas 77096

- 2.8. AAL, Inc. is exempt from federal excise taxes, state and local sales taxes and use taxes. Do not include these taxes in your Proposal.
- 2.9. AAL, Inc.'s Business Office and Proposer(s) may enter discussions and negotiations of Proposal, as necessary. Discussions/Negotiations may be conducted with Proposer(s) who are deemed to be within the final competitive range; however, AAL, Inc. reserves the right to award a contract without discussions/negotiations.
- 2.10. No Proposal may be withdrawn before the opening of Proposals without a written request addressed to AAL, Inc.'s Chief Financial Officer by an authorized agent of the proposing firm and upon written approval by AAL, Inc.
- 2.11. AAL, Inc. is a public entity subject to the provisions of the Texas Public Information Act (Texas Government Code Chapter 552). Responses to this invitation may be subject to release as public information unless the response or specific parts of the response are accepted from public disclosure under this Act. Proposers should consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other confidential or proprietary information before responding to this invitation. AAL, Inc. assumes no liability or responsibility for the release of any information not properly identified and documented. AAL, Inc. assumes no liability or responsibility for the release of any information that the Texas Attorney General or a court of law determines to be subject to release. Proposals asserted to be copyright protected in their entirety may, in AAL, Inc.'s sole discretion, be rejected as non-conforming.

2.12. Award/Evaluation of Proposals

- a. AAL, Inc. reserves the right to accept or reject all or any part of any Proposal, waive minor formalities/technicalities, and award the Proposal(s) deemed to offer the best value to AAL, Inc.
- b. AAL, Inc. reserves the right to award a single Proposer, multiple Proposers, each line item/good/service separately, or in any combination, it determines to be in AAL, Inc.'s best interest.
- c. Proposals and offers must remain open for acceptance for ninety (90) days after the opening of Responses to the RFP, unless otherwise indicated, to allow time for the offer(s) to be evaluated and action taken by AAL, Inc.'s Board of Directors if required.

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d. AAL, Inc. further reserves the right to:

Cancel this solicitation in whole or in part, at the sole discretion of AAL, Inc.

- i. Accept, reject, or negotiate modifications in any terms of the Provider's proposal or any parts thereof.
- ii. Conduct oral interviews/discussions or presentations necessary to select the best value Provider(s) and to obtain competitive pricing.
- iii. Reject and disqualify any or all proposals received, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interest of AAL, Inc.
- iv. Waive any formalities, technicalities, or other defects if deemed in the best interest of AAL, Inc.; request clarification and correction of Provider(s) for the purpose of eliminating minor errors, clerical errors, and non-substantive irregularities.
- v. Be the sole judge of quality and equality.
- vi. Make all decisions regarding this RFP, including, without limitation, the right to decide whether a proposal substantially complies with the requirements of this RFP.

2.13. The successful Proposer(s) will be notified in writing (manifested by agreement or properly executed purchase order) after review and acceptance by AAL, Inc.

2.14. By signing this RFP, the undersigned Proposer affirms that its company, corporation, firm, partnership or individual has not prepared this Proposal in collusion with any other Proposer and that the contents of this Proposal as to prices, terms, or conditions have not been communicated by the undersigned or by any employee or agent to any other person or firm engaged in this type of business prior to the official opening of this Proposal.

2.15. The person whose signature appears on the cover page of this RFP hereby certifies (by signing this document) that the individual and/or firm on whose behalf this Proposal is submitted is not listed on the Federal Government's "List of Parties Excluded from Federal Procurement and Non-procurement Programs" published by the U. S. General Services Administration (GSA) effective as of the date of opening of this Proposal.

2.16. By signing this RFP, the Proposer hereby certifies that it (or its firm hereby represented) is legally authorized to conduct business in Texas and has complied with any and all federal, state, or other laws or regulations applicable to any purchase resulting from this RFP, including, but not limited to, copyright and/or patent laws and anti-collusion law. Failure of Proposer to sign their Proposal will render it null and void.

EVALUATION CRITERIA: Proposal shall be evaluated using the evaluation criteria listed below. AAL, Inc. reserves the right to award contracts that best meets AAL, Inc.'s needs such as per section, groups, or all.

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Evaluation Criteria		Point System
1	Purchase price. Offer a fair reasonable price for items or services to be procured by AAL, Inc.	20 points
2	Reputation of the Provider and of the Provider's goods or services. The Provider should have a solid reputation with other Charters, ISD's, Government or Collegiate entities that show a high level of customer service, a high level of quality of goods or services. (References will be contacted.	5 points
3	Quality of the vendors goods or services. <ul style="list-style-type: none"> • Relevant experience with school curriculum/content knowledge as it pertains to proposal specifications; • Experience and competence in dealing with charters and ISDs; • Education, certification, or licenses commensurate with experience; • Customer service indicative of sound delivery of services; and • Qualifications: education, certifications, licenses etc. 	30 points
4	Extent to which the goods or services meet the AAL Inc.'s needs <ul style="list-style-type: none"> • Aligns to TEKS in one or more instructional areas; • Teacher materials provide specific guidance for implementations; and • Materials available in multiple formats. 	25 points
5	Providers past relationship with the AAL, Inc. For reference, the Provider may list any past projects or contracts that the service provider has had with AAL, Inc.	5 points
6	Long-term cost to AAL, Inc. to acquire the Providers goods or services. Professional development, training, travel, warranty, other fees.	5 points
7	Extent to which the Provider agrees AAL, Inc. Standard Form of Agreement by Signing the Agreement , you assent to the Terms and Conditions of AAL, Inc.	10 points
8	Insurance requirements: A copy of the Certificate of Liability Insurance and Waiver of Subrogation should be in your proposal.	Pass/Fail
9	The impact on the ability of AAL, Inc. to comply with laws and rules relating to historically underutilized businesses.	N/A
10	The Provider's Principal place of business is in the state of Texas or employs 500 people in this state.	N/A
Total		100 points

3.0 THE ACADEMY OF ACCELERATED LEARNING, INC. TERMS AND CONDITIONS

- 3.1. In submitting a Proposal, Proposer understands and agrees to be bound by the following terms and conditions, which shall be incorporated into any future contracts, agreements, or purchase orders between the Proposer and AAL, Inc. Response to this RFP is an offer to contract with

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AAL, Inc. based upon the terms, conditions, scope of work, and specifications contained in this RFP. An RFP does not become a contract unless and until AAL, Inc. accepts it after any necessary approval by AAL, Inc.'s Board of Directors.

3.2. **ASSIGNMENT**

The successful Provider may not assign its rights and duties under an award without the written consent of AAL, Inc. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

3.3. **TERMINATION**

AAL, Inc. shall have the right to terminate for default all or part of the resulting contract if the Provider breaches any of the terms hereof or if the Provider becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which AAL, Inc. may have in law or equity, specifically including, but not limited to, the right to collect for damages or demand specific performance.

AAL, Inc. has the right to terminate a resulting contract for convenience, without penalty, for non-appropriation or non-availability of funds by delivery to the Proposer of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

AAL, Inc. may terminate a resulting contract and debar the firm from future "bidding" for violations of applicable federal requirements including, but not limited to, "Contract Work Hours and Safety Standards Act," "Equal Employment Opportunity Act," and "Energy Policy and Conservation Act."

3.4. **INDEMNIFICATION**

AAL, Inc. is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties under the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction.

The successful Provider will be expected to indemnify and hold harmless the AAL, Inc., its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the Provider or its agents, employees, subcontractors, or Providers in the execution or performance of any agreements ultimately made by AAL, Inc. and the Provider.

3.5. **REMEDIES**

The parties shall be entitled to exercise any right or remedy available to it either by law or in equity, subject to the choice of law, venue, and service of process clauses limitations agreed herein.

3.6. **GOVERNING LAW AND VENUE**

This Agreement and all the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted, and applied by and governed by and enforced under the laws of the State of Texas. The parties hereto agree that the exclusive venue shall be in

Houston, Harris County, Texas.

3.7. **PAYMENT TERMS**

Payment will be made no later than thirty (30) days after the receipt of goods/services and a properly submitted invoice. AAL, Inc. considers an invoice properly submitted when the following conditions are met:

- a. The invoice is received at the address indicated on the purchase order/contract;
- b. The pricing on the invoice matches the price on the purchase order/contract;
- c. The invoice includes a description of the goods or services provided, the purchase order number, invoice number, and any applicable cash discount;
- d. The quantities on the invoice do not exceed those specified in the purchase order/contract;
- e. The unique invoice number is used for each billing;
- f. The merchandise has been shipped, or the services have been performed; and
- g. The description of goods and services on the invoice matches the description on the purchase order.

Cash/prompt payment discounts offered will not be considered in determining the award but will be taken if earned.

Purchase orders and contract(s) will serve as the award instrument(s) for this RFP. Orders will be placed as items are approved for purchase and funds become available.

3.8. **FUNDING OUT CLAUSE**

Under Texas Local Government Code section 271.903, any Proposal/Offer accepted by AAL, Inc. and all contracts to be approved are subject to the budgeting and appropriation of then currently available funds. For more information, refer to section 271.903 or consult your legal counsel.

Funds are presently available for the fiscal year 2023-2024. Should the AAL, Inc.'s Board of Trustees not approve funds for this service for subsequent years, any contract resulting from this RFP will automatically terminate on the last day of the school fiscal year for which funds have been appropriated at no further cost or obligation to AAL, Inc.

3.9. **CRIMINAL HISTORY CHECKS**

During the term of this agreement, the Provider's employees have the potential to have continuing duties and direct contact with students. Subsequently, the Provider is responsible for complying with Texas Education Code section 22.0834. The Provider may not commence work until all employees have been approved by the Business Office.

AAL, Inc. requires that all individuals who perform services on AAL, Inc. property under this RFP have a criminal background check. Before the provision of services by any such individual, the Proposer shall be responsible for providing to AAL, Inc. a criminal background check that was completed and dated within one (1) year of the proposed dates of service and that is sufficient to meet the standards determined by AAL, Inc. at its sole discretion. Failure to provide an acceptable

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and up-to-date criminal background check for each providing services under this RFP shall be grounds for immediate termination.

3.10. **INSURANCE REQUIREMENTS**

If required, the successful Provider(s), at his/her expense, shall provide and maintain insurance with fiscally sound firms (at least an AM Best rating of A-) authorized to do business in Texas as follows:

- The successful Provider(s) may be required to provide a copy of insurance coverage to AAL, Inc.'s Business Office upon Notice of Award. Insurance certificates may contain a provision, or the Proposer's signature on this qualification document certifies, that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice of award has been given AAL, Inc. Insurance must remain in effect for the duration of this Agreement.
- This applies to Educational Services provided by licensed or certified individuals, including, but not limited to, consultants, diagnosticians, and therapists. A certificate of insurance providing professional liability is required at \$1,000,000.

All insurance policies proposed or obtained in satisfaction of these requirements will comply with the following general specifications and will be maintained in compliance with these general specifications throughout the duration of the Agreement, or longer, if noted:

- Each policy will be issued by a company authorized to do business in the state of Texas with an A. M. Best Company rating of at least an A.
- Liability policies will be endorsed to provide the following:
 - Name as additional insured AAL, Inc. Public Schools, its officials, agents, and employees.
 - That such insurance is primary and non-contributing to any other insurance available to the additional insured.
 - All policies will be endorsed to provide 30 days' prior written notice or cancellation, nonrenewal, or reduction in coverage except ten days for nonpayment of premium.

Should any of the required insurance be provided under a claim made form, the Provider will maintain such coverage continuously throughout the term of this agreement and without lapse, for a period of three (3) years beyond the Agreement expiration, such that occurrences arising during the Agreement term which gives rise to claims made after expiration of the Agreement will be covered.

3.11. **EXCLUSIVITY OF AWARD**

Any award or contract resulting from this RFP document and the process described herein is not an exclusive award or guaranteed work. AAL, Inc. reserves the right to procure the services described herein from other sources **unless** the specifications herein and resulting contract documents expressly provide to the contrary, in which case the contract provision will control for this provision.

3.12. **INDEPENDENT CONTRACTOR**

It is understood that in the performance of any services herein provided, for Provider shall be, and is an independent contractor, and is not an agent or employee of AAL, Inc. and shall furnish such services in its manner and method, except as required by this Agreement. Further, the

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Provider has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by the Provider in the performance of the services hereunder. The Provider shall be solely responsible for and shall indemnify, defend, and hold AAL, Inc. harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

3.13. **RECORDS**

Upon request by AAL, Inc., any duly authorized representative of AAL, Inc. shall, until three (3) years after final payment under this Agreement, have access to and the right to examine directly pertinent books, papers, documents, accounts, and records of Provider involving transactions related to this Agreement and to examine Provider's place of business as necessary to determine whether the terms of this Agreement are being carried out. This audit will be conducted at a location where those business documents are being held at the time of the audit request. The Provider shall be required to maintain such records for three (3) years after final payment.

3.14. **FEDERAL FUNDING**

The Education Department General Administrative Regulations (EDGAR) applies to contracts and agreements funded by federal grants. The Provider is required to sign agreeing to comply with the federal requirements outlined in the Required Form entitled: EDGAR Certifications for Contracts funded by Federal Grants.

3.15. **COMPLIANCE WITH APPLICABLE LAWS AND AAL, INC. POLICIES**

Provider shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations, the DAVIS-BACON ACT (40 U.S.C. § 276a / 29 CFR Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 / 29 CFR Part 5), the Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60), the McNamara-O'Hara Service Contract Act (41 U.S.C. 351), Section 306 of the Clean Air Act (42 U.S.C. § 1857h, Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15), the Contract Work Hours and Safety Act (40 U.S.C. § 3701-3708; 29 C.F.R. Part 5), the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), the Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81 ("EDGAR"), mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), and all applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to AAL, Inc.. Provider understands that Provider is ineligible to receive a

contract award with AAL, Inc. if Provider is listed on the government wide exclusions in the System for Award Management (Debarment and Suspension Orders Executive Orders 12549 and 12689) or is 30 days or more delinquent in paying child support (Tex. Fam. Code § 231.006). For the entire duration of this Agreement, the Provider, and all subcontractors, if any, shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform

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under a contract awarded under this RFP. When required or requested by AAL, Inc., the Provider shall furnish AAL, Inc. with satisfactory proof of Provider's compliance with this provision.

3.16 **CONFIDENTIALITY**

The Provider agrees to secure the confidentiality of all information and records by applicable federal and state laws, rules, and regulations. Provider understands that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g governs the privacy and security of educational records and information and agrees to abide by FERPA rules and regulations, as applicable. Provider also acknowledges that AAL, Inc. is subject to the Texas Public Information Act, and Provider waives any claim against and releases from liability AAL, Inc., its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Agreement or otherwise created, assembled, maintained, or held by Provider and determined by AAL, Inc., the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

3.17. **INTERPRETATION**

This writing is intended by the parties as a final expression of their agreement and is also intended as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used herein, and acceptance of a course of performance under this RFP shall not be relevant to determine the meaning of this RFP even though the accepting party has knowledge of the performance and opportunity for objection.

3.18. **EQUAL OPPORTUNITY**

It is the policy of AAL, Inc. not to discriminate by race, color, National origin, gender, limited English proficiency or handicapping conditions in its programs. The Provider agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

3.19. **FORCE MAJEURE**

Neither AAL, Inc. or Provider shall be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such party's control.

The parties to this Agreement are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other party in writing, citing the details of the force majeure event and the relief sought, and shall resume performance immediately after the

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obstacles to performance caused by a force majeure event have been removed, provided the Agreement has not been terminated. Delay or failure of performance, by either party to this Agreement, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. Neither party shall have any claim for damages against the other resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Agreement, in the event the Provider's performance of its obligations under this Agreement is delayed or stopped by a force majeure event, AAL, Inc. shall have the option to terminate this Agreement. This section shall not be interpreted as to limit or otherwise modify any of AAL, Inc.'s contractual, legal, or equitable rights.

3.20. **AAL, INC. PROPERTY**

In the event of loss, damage, or destruction of any property owned by or loaned by AAL, Inc. that is caused by Provider or Provider's representative, agent, employee, or contractor, Provider shall indemnify AAL, Inc. and pay to AAL, Inc. the full value of or the full cost of repair or replacement of such property, whichever is greater, within thirty (30) days of Provider's receipt of written notice of AAL, Inc.'s determination of the amount due. If the Provider fails to make timely payment, AAL, Inc. may obtain such money from Provider by any means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Provider by AAL, Inc.

3.21. **NO AGENCY OR ENDORSEMENTS**

AAL, Inc. and Provider are independent contractors and have no power or authority to assume or create any obligation or responsibility on behalf of the other party. This Agreement shall not be construed or deemed an endorsement of a specific company or product. It is the intention of the parties that Providers independent of AAL, Inc. and is not an employee, agent, joint venturer, or partner of AAL, Inc., and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between AAL, Inc. and Provider or AAL, Inc. and any of Provider's agents. The Provider agrees that AAL, Inc. has no responsibility for any conduct of any of the Provider's employees, agents, representatives, contractors, or subcontractors.

3.22. **SEVERABILITY**

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

3.23. **CONFLICT OF INTEREST**

By federal EDGAR requirements, 2 CFR § 318(c)(1), no employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee,

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officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of AAL, Inc. may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, through AAL, Inc.'s written procedures, AAL, Inc. has set a de minimis amount of less than \$50 per year for items that are unsolicited and of minimal value and promotional items.

Violations of this standard by an employee will be reported to the Superintendent's Office and addressed through AAL, Inc.'s personnel policies. Violations of this standard by an officer or the Superintendent shall be addressed to the School Board President and addressed through AAL, Inc.'s policies.

3.24. **PERFORMANCE**

The Provider agrees to use commercially reasonable best efforts to provide the product(s) and service(s) subject to this RFP. The Provider shall furnish all supervision, labor, tools, equipment, permits, licenses, transportation, insurance, material, and supplies necessary to complete any scope of work, contract, or purchase order under this RFP. The Provider shall use skilled, trained personnel, who shall be supervised by the Provider. The Provider shall employ only orderly and competent workers, skilled in the performance of the services, if any, which shall be performed under this RFP. Provider, its employees, and consultants may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs, or controlled substances while on the job or AAL, Inc.'s property, nor may such workers be intoxicated or under the influence of alcohol or drugs on AAL, Inc.'s property.

3.25. **RIGHT TO REVIEW, AUDIT, AND INSPECT**

AAL, Inc. and any federal agency that has awarded federal funds/grant(s) to AAL, Inc., and the Comptroller General of the United States, and/or any of their authorized representatives, shall, upon written notice, have the right to audit and examine all of Provider's records and accounts relating to this RFP and inspect any project performed by the Provider relating to this RFP. Records subject to audit/review shall include, but are not limited to, all Purchase Orders resulting from this RFP and records which may have a bearing on matters in connection with the Provider's work for AAL, Inc., and shall be open to inspection and subject to audit/review and/or reproduction by AAL, Inc. and/or its authorized representative(s) to the extent necessary to adequately permit evaluation and verification of:

- a. Provider's compliance with the requirements of the RFP.
- b. Compliance with provisions for computing billings to AAL, Inc.
- c. Any other matter related to this RFP.

3.26. **PENALTIES**

If the Provider is unable to provide the product(s) or services at the prices quoted in Provider's proposal or if Provider fails to fulfill or abide by the terms and conditions of the Contract, the RFP,

or a Purchase Order, AAL, Inc. may take the following action(s), in the sole discretion of AAL, Inc., and Provider agrees to comply with the chosen action(s):

- a. Insist that the Provider honor the quoted price(s) specified in Provider's proposal or the Purchase Order, as applicable;
- b. Have the Provider pay the difference between the Provider's price and the price of the next acceptable proposal, as determined by AAL, Inc.;
- c. Have the Provider pay the difference between Provider's price and the actual purchase price of the product or service on the open market; and
- d. Recommend to AAL, Inc.'s Administration and AAL, Inc.'s Board of Directors that the Provider no longer be given the opportunity to submit a proposal to AAL, Inc. and that the contract is terminated.

4.0 SCOPE OF SERVICES AND PERFORMANCE REQUIREMENTS

4.1 Purpose of Solicitation

Academy of Accelerated Learning, Inc. (AAL, Inc.) is seeking qualified providers and firms interested in contracting with AAL, Inc. to provide various Contracted Educational Services as identified below. The award will be for the remainder of the 2023-2024 school fiscal year, which ends August 31, 2024, with an option to renew for four additional 12-month periods, for a maximum of five (5) years. These services shall be purchased on an "AS NEEDED" basis, with AAL, Inc. making the sole determination of need. Multiple provider awards are anticipated to provide AAL, Inc. with a variety of resources for needed services.

Proposals and qualifications are requested for contracted educational services in the areas of core content, enrichment, special education, multi-language, college readiness and early childhood. Awarded providers will have direct contact with students and/or campus personnel delivering curriculum, coaching, or influencing instruction in the areas mentioned above.

4.2 AAL, Inc. Background

AAL, Inc. is a growing network of tuition-free public charter schools serving more than 832 students at three (3) sites located throughout Houston, Texas. AAL, Inc. serves approximately 25 students with special education disabilities.

4.3 Services Requested

Services requested include but are not limited to evaluation, consultation, professional staff development, program improvement, and other direct services as described in this scope of services. Selected providers will provide quality programs for children, parents, community members and professional educators for AAL, Inc., helping them to meet the various educational needs.

Consulting: Transference of specific knowledge from a professional with wide knowledge of a specific subject in academics. These services may include providing training and advice to administrators, teachers, staff, and parents in various areas related to education and academics.

Professional Staff Development: Activities to enhance professional career growth for teachers and other educational staff in specific areas related to education and academics.

Program Improvement: The process of assisting education administrators, teachers, and other personnel in improving academic programs in AAL, Inc. Improvement targets may result from advice from professionals with expertise in the areas needing improvement.

Direct Services: Will involve services given to students in a classroom setting. 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. Services may include academic assistance such as tutoring, remediation, acceleration, and other educational interventions.

4.4 Procurement Process

AAL, Inc. anticipates selecting multiple qualified providers from each category listed above, through the “evaluation” process. The providers selected will be experienced and have demonstrated excellence in the discipline identified. When student and staff needs arise, AAL, Inc. will select from the providers awarded through this RFP process.

4.5 Service Provider Responsibilities:

- a. Comply with all federal, state, and local policies, procedures, and guidelines.
- b. Provide services based upon best practices in the field.
- c. Comply with all provisions of the licensing law under which he or she is accountable.
- d. Provide all required paperwork promptly.
- e. Certify that any service professional placed in AAL, Inc. has been cleared through a nationwide criminal background check and fingerprinted.
- f. Remove any provider whose background, training or skills do not meet the standards of AAL, Inc. (as solely determined by AAL, Inc.).
- g. Expected to be in compliance with all Texas licensing and certification requirements to do business in Texas and provide the described services.
- h. Be expected to comply with all applicable Federal and State laws related to the education of students and AAL, Inc.'s policies, practices, and procedures in connection therewith.
- i. Must comply with all laws and regulations protecting the rights of privacy and confidentiality of AAL, Inc.'s students and personnel (FERPA).
- j. Provide your own transportation to one or multiple schools or departments.
- k. Services will be provided on an AAL, Inc. campus, administration building or at available AAL, Inc. sites.
- l. Providers must provide their own test kits, protocols, and any printed materials including handouts. Subcontractor services are not permitted.
- m. Attend meetings which may include committee meetings, staff meetings with school personnel and administrators.
- n. Provide written reports of student progress upon request.

4.6 AAL, Inc.'s Responsibilities

- a. Provide audio/visual equipment for presentations (computer/laptop, microphone, etc.) as requested/required;
- b. Provide rooms for tutoring, assessments/evaluations and presentations, as requested/required;
- c. Provide copies of handouts for presentations, as requested/required; and
- d. Provide personnel for necessary consultations, if needed, as requested/required.

4.7 Respondent's Submittal

Each firm shall organize the Proposal in the order listed below and include the requested content:

1. **Corporate Background and Experience** (This section is for companies that represent multiple consultants)
 - a. Submit the Proposal along with a letter of intent, which has been signed by an individual authorized to bind the firm contractually. Failure to provide the letter of intent will be considered as “non-responsive.”
 - b. Submit Vita for consultants and/or owners in your firm.
 - c. State the number of years your firm has been in business under its present name.

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- d. Indicate all other names by which your firm has been known and length of time known by each name.

2. Key Project Personnel

- Provide a Vita which provides the educational background and professional experience.
- References. Provide the following information for references for three (3) projects of similar nature:
 - Name of School/Firm
 - Address
 - Contact person
 - Telephone Number
 - Email Address
 - Contract Amount
 - Contract Date
 - Description of Services

3. Fee

- Provide a fee structure for hourly, part-time, and full-time services. The pricing for all services must be provided.
- The pricing or percentage discount for all related materials must be provided.
- If required, provide a copy of the professional license for any prospectively related service provider.
- Provide proof of insurance, if applicable.
- Provide a copy of Certificate of Authority to do business in the State of Texas, if applicable.

4. Authorization to submit proposal

5. Academy of Accelerated Learning, Inc. – (AAL, Inc.) - General Conditions Acknowledgement Form

6. Exhibit A: Service Provider Questionnaire and Information Request with support documentation

7. Pricing Acknowledgement Form

8. Pricing Sheets

9. Any addendum, if applicable



ACADEMY OF ACCELERATED LEARNING, INC. (AAL, Inc.) GENERAL CONDITIONS

1. The use of brand names and catalog numbers does not prohibit the substitution of other brands of equal quality unless "No Substitution" is specified.
2. Exclude Federal and State sales and ad valorem taxes.
3. AAL, Inc. reserves the right to waive minor informalities and irregularities and to accept or reject each item separately or as a whole.
4. The Provider must specify make or model even if the Provider is proposing the brand specified or proposing a product "equal". Do not put "as specified" or "equal".
5. Complete descriptive and illustrated literature covering the items to be furnished by the Provider should accompany this proposal.
6. Proposals received without proper signature are subject to disqualification or will not be accepted. **Telegram, Facsimile (fax), or emailed proposals will not be accepted.**
7. Questions regarding this proposal must be submitted in writing by the deadline date of such request to the Chief Financial Officer for clarification via <https://www.aalinc.org/Page/1479>.
8. Payment terms will be no later than net thirty (30) days after acceptance of delivery in full or receipt of correct invoice, whichever comes later, unless a prompt payment discount is offered.
9. During the performance of this contract, the Provider agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, disability, political belief, or religion.
10. The Providers who respond to this proposal with either a formal proposal or a notice of no proposal will remain on AAL, Inc.'s mailing list. Providers making no response at all may be removed from our mailing list.
11. In awarding a contract, AAL, Inc. shall consider: purchase price, the reputation of the vendor and of the vendor's goods and services, the quality of the vendor's goods or services, the extent to which the goods or services meet AAL, Inc.'s needs, the Provider's past relationship with the AAL, Inc., the impact on the ability of AAL, Inc. to comply with laws relating to historically underutilized businesses, the total long-term cost to AAL, Inc. to acquire the goods or services, and any other relevant factor that a private business entity would consider in selecting a vendor. In addition, the quality and suitability of the product and not price alone shall be considered in the acceptance of proposal. Consideration may also be given to the proposer's references and record for responsibility, knowledge of the product, and service.

12. If the Provider fails to deliver either the quality or quantity of items on which award was made by the promised delivery date at the prices specified in this proposal, AAL, Inc. reserves the right to purchase the specified supplies elsewhere and the Provider agrees to allow AAL, Inc. to deduct the difference in price and cost of handling, if any, from pending invoices of current proposal, as permitted under Article II of the Uniform Commercial Code. Vendors will confirm and/or change the address shown on this proposal if it has been mailed.
13. Providers are responsible for notification of changes of address, telephone number, fax number, or email. AAL, Inc. is not responsible for failing to mail a Provider a solicitation or for undelivered or misdirected communications.
14. Provider warrants that the prompt payment discount terms, distribution allowance, quality and performance of products/services, prices, product/services warranty(ies), and other conditions/provisions offered in this proposal are the same or better than those offered the proposer's most favored customer.
15. All prices and proposals must be typed or written in ink. Proposals written in pencil will not be accepted. Mistakes may be crossed out, and corrections inserted and initialed by vendor. Unit prices should be extended. The unit price will prevail in resolution of mathematical errors in extension or totals.
16. Successful Providers **shall not** begin work/services or deliver merchandise without an authorized purchased order.
17. A prompt payment discount will be applied to proposal prices(s) and will be considered when recommending an award.
18. No assignment nor transfer of this proposal, in whole or in part, to any other party will be allowed unless the Provider to whom this proposal is awarded receives written approval from AAL, Inc.'s Chief Financial Officer or his/her designee. Written approval must be requested and received prior to any assignment or transfer. In the event the Provider fails to comply with this provision, AAL, Inc. may take actions to require compliance or take any other measures deemed appropriate.
19. The award or agreement resulting from this proposal may be terminated or cancelled under the following circumstances:
 - a. AAL, Inc. cancel or terminate the award or agreement for convenience upon written notice.
 - b. During the term of the agreement, AAL, Inc. may terminate the agreement at the expiration of each of AAL, Inc.'s budget period if funds are not appropriated for payment under the agreement.
 - c. Work under the agreement may be terminated in whole or in part by AAL, Inc. upon delivery to the Provider a notice of termination specifying the extent to which performance of work under the agreement is terminated and the date upon which termination becomes effective. This right of termination is in addition to and not in lieu of AAL, Inc.'s rights to cancel undelivered goods or services under the agreement.
 - d. AAL, Inc. may cancel all or any part of the undelivered goods or services of the agreement if the Provider breaches any of the terms of the agreement, including, but not limited to, warranties of Provider, or if the Provider becomes insolvent or begins bankruptcy or reorganization proceedings. AAL, Inc.'s rights of termination or cancellation are in addition to other remedies AAL, Inc. may have in law or equity.

20. Force Majeure – AAL, Inc. shall not be liable for defaults or delays due to acts of God or the public enemy, acts or demands of any governmental agency, strikes, fires, floods, accidents, or other unforeseeable causes beyond its control and not due to its fault or negligence.
21. The Provider agrees to indemnify, defend, and hold AAL, Inc. harmless from any patent, copyright, trademark, or trade secret infringement claim or cause of action, or any similar intellectual or proprietary rights infringement claim or cause of action, which are based on or related on goods or services sold or used by the Provider in connection with this agreement. The Provider shall defend any such claims or causes of action at its own expense, and AAL, Inc. shall have the right to have such litigation monitored by its own counsel at AAL, Inc.'s expense.
22. Applicable law and venue - This agreement shall be governed by the Texas Business and Commerce Code as applicable and as adopted and amended from time to time by the Texas legislature. Both parties agree that the venue for any litigation arising out of this contract shall lie in Houston, Harris County, Texas.
23. Termination - The performance of work or delivery of goods under this agreement may be terminated in whole or in part by AAL, Inc. in accordance with this provision. Termination of work hereunder shall be affected by delivery to the Provider of a notice of termination specifying the extent to which performance of work under the order is terminated and the date upon which termination becomes effective. Such right of termination is in addition to and not in lieu of the rights of AAL, Inc. under condition 27 below.
24. Cancellation – AAL, Inc. has the right to cancel for default all or any part of the undelivered portion of this agreement if the Provider breaches any of the terms hereof including warranties of the Provider or if the Provider becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies, which AAL, Inc. may have in law or equity.
25. Right of Inspection – AAL, Inc. has the right to inspect the goods at delivery before accepting them. If AAL, Inc. is not able to inspect the goods at the time of delivery, AAL, Inc. still has the right to inspect and approve the material within a reasonable time after delivery. If specifications are not met, material may be returned at seller's expense and risk for all damages incidental to the rejection. Payment shall not constitute an acceptance of the material nor impair AAL Inc.'s right to inspect or any of its remedies.
26. Place of Delivery - The place of delivery shall be that set forth in the purchase order. All deliveries must be inside deliveries unless other arrangements are made.
27. Title and Risk of Loss - The title and risk of loss of the goods shall not pass to AAL, Inc. until AAL, Inc. receives and takes possession of the goods at the point or points of delivery.
28. Out of State Providers - The "Reciprocity Rule" applies. Providers whose principal place of business is located in a state which gives preference to residents are subject to the same restrictions when submitting an offer with an entity of the State of Texas.
29. Advertising – Provider shall not advertise or publish, without AAL, Inc.'s prior consent, the fact that AAL, Inc. has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

- 30. The resulting award from this proposal constitutes a contract between AAL, Inc. and the awarded Provider. The prevailing party in an action, in state or federal court, to enforce or interpret this contract is entitled to recover its reasonable attorneys' fees and court costs from the other party. Without waiving any rights available to the AAL, Inc. for recovery, if AAL, Inc. is the prevailing party, the provider hereby agrees and authorizes AAL, Inc. to deduct the reasonable attorneys' fees and court costs from amounts, if any, owed to the Provider under the contract.
- 31. Right to Assurance – Whenever AAL, Inc. in good faith has reason to question the Provider's intent to perform; AAL, Inc. may demand that the Provider give written assurance of their intent to perform. In the event that a demand is made, and no assurance is given within five (5) calendar days, the district may treat this failure as anticipatory repudiation of the contract.
- 32. These general conditions govern the relationship between AAL, Inc. and the Provider, and are hereby made part of the agreement between AAL, Inc. and the Provider.

**Academy of Accelerated Learning, Inc. – (AAL, Inc.)
General Conditions Acknowledgement Form**

I have read and agree to the above conditions and specifications for the Academy of Accelerated Learning, Inc. – (AAL, Inc.).

I affirm, to the best of my knowledge, this proposal has been arrived at independently and is submitted without collusion with anyone to obtain information that would in any way limit competition in the award of this proposal.

I affirm, to the best of my knowledge, that the company I represent meets Equal Employment Opportunity Commission standards and Americans with Disabilities Act standards in employment practices.

By completing and signing this acknowledgement form, the Provider agrees to adhere to the Academy of Accelerated Learning, Inc. – (AAL, Inc.) General Conditions:

Company Name _____

Address _____ City _____ State _____ Zip _____

Signature of Authorized Representative _____ Date _____

Printed Name _____ Email _____

Phone _____ Fax _____

EXHIBIT A: Service Provider Questionnaire and Information Request

Provider's Name: _____

1. Provide documentation of the alignment to Texas Essential Knowledge and Skills - TEKS and English Language Proficiency Standards – ELPS.
2. How are the programs and related materials supported by the use of technology by students and teachers?
3. Briefly describe how your program(s) and product supports reading and writing workshop in the classroom.
4. Explain how your product supports tiered instruction. What tools are provided for progress monitoring?
5. Describe the professional development which accompanies the resources and/or tools.

Please check each service or program that your firm is proposing to provide to AAL, Inc.:

- English Language Arts and Reading - ELAR
- Mathematics
- Science
- Social Studies
- Early Childhood (Pre-K)
- Health and Physical Education
- Library Media Services
- Educational Technology
- Gifted and Talented
- Advanced Placement
- Dual Language
- English as a Second Language - ESL
- World Languages
- College and Career Readiness
- Fine Arts
- Special Education
- Career and Technology Education
- Bilingual Education
- Counseling
- Social Emotional Learning (SEL)
- Wraparound Services

- Other: _____
- Other: _____
- Other: _____
- Other: _____

Name of Service Provider: _____

TEA Vetted Texas Tutor Corps

1. Provide documentation on whether Service Provider is a vetted tutor provider pursuant to TEA Vetted Texas Tutor Corps program.
2. Explain ability to provide high-impact tutoring including the following:
 - a. Well-trained, consistent tutor;
 - b. High quality instructional material aligned to standards and core classwork;
 - c. One-to-one or small group for individualized support;
 - d. Embedded in the school day, before or after school, or during summer programs;
 - e. Data-driven, utilizing aligned formative assessments.
3. Identify whether qualified as a Partial-Service Tutor Provider, Part-Time Service Provider or Full-Service Tutor Provider.

Check the category(ies) below in which a proposal will be submitted. For each of the following services or programs selected, please include in your response any pertinent information or data that supports student achievement:

English Language Arts and Reading (ELAR):

1. Provide documentation that the materials/products/goods/services are aligned with, and support the teaching and learning of, the latest adopted ELAR TEKS.
2. How are hands-on activities and tasks incorporated in the materials/products/goods/services?
3. In what ways are manipulatives used to develop conceptual, abstract learning?
4. Briefly describe how the materials/products/goods/services are supported by the use of technology, both by teachers and students.
5. Explain the connection(s) between the Personal Financial Literacy TEKS and the materials/products/goods/services.

Mathematics:

1. Provide documentation that the materials/products/goods/services are aligned with, and support the teaching and learning of, the latest adopted mathematics TEKS.
2. How are hands-on activities and tasks incorporated in the materials/products/goods/services?
3. In what ways are manipulatives used to develop conceptual, abstract learning?
4. Briefly describe how the materials/products/goods/services are supported by the use of technology, both by teachers and students.
5. Explain the connection(s) between the Personal Financial Literacy TEKS and the materials/products/goods/services.

Science:

1. How are hands-on activities and tasks incorporated in the materials/products/goods/services?
2. In what ways are manipulatives used to develop conceptual, abstract learning?
3. Briefly describe how the materials/products/goods/services are supported by the use of technology, both by teachers and students.
4. Explain how laboratory activities and explorations are included in the materials/products/goods/services.
5. How are literacy, both reading, and writing, supported by the materials/products/goods/services?
6. Provide documentation that the materials/products/goods/services integrate into the Texas Safety Standards.

Social Studies:

1. Excerpts from multi-cultural and diverse background.
2. Includes lesson exemplars that are differentiated based on student academic needs (Tiered system).
3. Rigorous content that addresses conceptual and abstract thought process.
4. Multi perspectives from a variety of sources.
5. Promote self-management of learning by engaging as a social scientist.
6. Provide current and relative historical and geographical data for analyses.

Early Childhood (Pre-K):

1. Explain how your product/services address at-risk students through tiered instruction.
2. Describe how your product supports the development of academic language.
3. How does your product connect across all content areas?
4. How does your product/service provide crosswalks to core content and interventions for special populations?
5. Provide specific examples of how your product/service infuses rigor, project-based learning and technology, including online teacher and student resources.
6. Explain how your product is aligned to TEKS/ELPS.
7. Describe the tools your product provides for progress monitoring.

Health and Physical Education:

1. Aligned to State Standards.
2. Quality and durability of products.
3. Replacement/warranty policy.
4. Customer service/follow-up.
5. What type of professional development is available?
6. Shipping and delivery processes.
7. Updated/revised versions available at little or no additional cost.

Library Media Services:

1. State-of-the-art 21st Century, authoritative project-based product which is web-based, cloud-based, e-book, or digital media resources.
2. Provides a filled need for resources in electronic, online, or web-based services at all levels, or multi-level differentiated, multi-lingual.
3. 24/7 accessibility, with school/home availability.
4. Authoritative resources at all levels, but especially high school which mirrors resources available at the college-level to develop college ready capabilities.
5. IP authenticated, limited use of passwords unless site specific.
6. Ability to run through a portal, or discovery tool for ease of use, either district-provided or vendor provided.
7. Ability to run usage reports.
8. Product and information updates provided for terms of contract.
9. Includes digital citizenship skills including citation maker.
10. Web-site reliability.
11. Fills ADA learning needs of students.

Educational Technology:

1. Is it based on Project Based Learning methods?
2. Does it include 21st Century Skills?
3. Does it include Digital Citizenship Skills?
4. Is it cloud based?

Gifted and Talented:

1. Support opportunities for creativity.
2. Incorporate Problem Based Learning strategies.
3. Support interdisciplinary learning.
4. Extend learning through student research.

Advanced Placement:

1. Contain current information necessary to make real-world connections.
2. Support College Board content standards.
3. Provide opportunities for independent learning and exploration.
4. Incorporate higher level thinking strategies.

Dual Language:

1. Is the product available in English and Spanish PK-5? 6-12?
2. Are the English Language Proficiency Standards (ELPS) addressed and supported?
3. Does the product differentiate for various proficiency levels in English and Spanish?
4. Can the product be adapted to our district's dual language model?
5. What type of professional development is available?
6. Is the professional development available in English and Spanish?
7. Is the product web-based or available in an e-format? If so, what type of technical support is included?

English as a Second Language - ESL:

1. Are the English Language Proficiency Standards (ELPS) addressed and supported?
2. Does the product differentiate for various proficiency levels in English? Or other languages, if so which languages?
3. What type of professional development is available?
4. Is the product web-based or available in an e-format?
5. What type of technical support is included?
6. Are upgrades included in the original purchase or are they an extra cost?

World Languages:

1. Is it aligned with the TEKS LOTE Standards?
2. Does it include the Standards for Foreign Language Education (i.e., 5Cs)
3. What are the targeted proficiency levels?
4. What type of professional development is available?
5. Is it based on research-based strategies for language acquisition?
6. Is technical support included?
7. How much follow-up can we expect to ensure program fidelity?

College and Career Readiness:

1. Aligned to State Standards.
2. What type of professional development is available?
3. Does it incorporate higher level thinking strategies?
4. Does it include 21st Century Skills?
5. Does it promote "College Knowledge"?
6. Supply scientifically based research that the material/product/good/service provides support for increasing the number of students who are successful on each section of at least one of the following: PSAT, SAT or ACT.

Before/After School Tutoring:

1. Explain how your product/service is aligned to the TEKS.
2. What grade level and/or age group is your product/service intended to serve?
3. Provide specific examples of how your product/service infuses rigor, project-based learning, and technology.
4. How does your product/service meet the needs of all student groups (Ethnicity, Gender, Age, Special Needs, English Language Learner - ELL)?

During the School Day Tutoring:

1. Explain how your product/service is aligned to the TEKS.
2. What grade level and/or age group is your product/service intended to serve?
3. Provide specific examples of how your product/service infuses rigor, project-based learning, and technology.
4. How does your product/service meet the needs of all student groups (Ethnicity, Gender, Age, Special Needs, ELL)?

Fine Arts:

1. Support opportunities for creativity.
2. Support interdisciplinary learning.
3. Extend learning through student research.
4. What type of professional development is available?

Special Education:

1. Professional consultative services and training for IDEA-B specialized eligibility categories (i.e., autism and behavior).
2. Assistive technology designed to support students with disabilities.
3. Math and reading interventions for struggling learners.
 - a. Is evidenced-based research available for your product as it relates to improved outcomes for students with disabilities?
 - b. Is there a monitoring and reporting component to your product?
4. Related service contract providers including OT/PT, speech therapy, music therapy, and applied behavior analysis.
5. Legal publications/products specific to IDEA compliance.

Career and Technology Education:

1. Is it aligned with the TEKS and are correlations included?
2. Is it content rigorous and diverse and include 21st Century Skills?
3. Is online learning access available?
4. Is it project based learning friendly?
5. What type of professional development is available?
6. Does product aid in licensure or certification?
7. Does it include Special Population support?

Bilingual Education

1. Are the English Language Proficiency Standards (ELPS) addressed and supported?
2. Does the product differentiate for various proficiency levels in English? Or other languages, if so which languages?
3. What type of professional development is available?
4. Is the product web-based or available in an e-format?
5. What type of technical support is included?
6. Are upgrades included in the original purchase or are they an extra cost?

REQUEST FOR PROPOSAL (RFP# 10-01-23)

For Professional Education Services,

Tutoring & Intervention Services in Reading, Mathematics, Science and Social Studies

Date of Issue: October 4, 2023

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Counseling

1. What services will be provided to address supporting the psychological, academic, and social development of students?
2. What methodology will be used in resolving conflicts between all actors in school life?
3. What approach will be used to help students face personal problems?
4. Best practice to use in consulting with students, parents, teachers, and principals.
5. Provide experience and process of coordinating various school activities.
6. Supply scientifically based research of the material/product/good/service that provides support to increase student achievement.
7. What type of professional development is available?
8. What type of technical support is included?
9. Are upgrades included in the original purchase or are they an extra cost?

Social Emotional Learning (SEL)

1. What methodology will be used to help students learn and practice skills that set them up for academic success, fulfilling careers, healthy relationships, and responsible civic engagement?
2. How will the services of SEL lead to positive outcomes, including better academic performance, and decrease stress and anxiety?
3. What approach in the SEL services will bring families, schools, and communities together to make sure every child has caring relationships and what they need to learn, grow, and thrive.
4. Supply scientifically based research of the material/product/good/service that provides support to increase student achievement.
5. What type of professional development is available?
6. What type of technical support is included?
7. Are upgrades included in the original purchase or are they an extra cost?

Wraparound Services

1. What type of program will be used to provide a comprehensive, holistic, youth, and family-driven way of responding when children or youth experience serious mental health or behavioral challenges?
2. How will services be provided to the child and family?
3. How will the family's ideas and perspectives about what they need be used to drive the work?
4. Explain the correlation of wraparound with community partnerships, collaborative action, fiscal policies and sustainability, access to needed support and services, human resource development and support, and accountability.
5. Supply scientifically based research of the material/product/good/service that provides support to increase student achievement.
6. What type of professional development is available?
7. What type of technical support is included?
8. Are upgrades included in the original purchase or are they an extra cost?

5.0 PRICING ACKNOWLEDGEMENT FORM

The prices in this proposal have been determined independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter related to such prices, with any other Offeror or with any competitor. I, or we, are authorized to submit this proposal and have not been a party to any collusion among proposers in restraint of freedom of competition by agreement to propose at a fixed price or to refrain from proposing; or with any AAL, Inc. employee, Board Trustee, or consultant as to quantity, quality, or price in the prospective contract, or in any terms of the prospective contract except in any authorized discussion(s) with AAL, Inc. Purchasing personnel; or in any discussions or actions between proposers and any AAL, Inc. employee, Board Trustee, or consultant concerning exchange of money or other things of value for special consideration in the award of this contract.

- An individual proprietorship
- A partnership
- A corporation chartered under the laws of the State of _____, acting by its officers pursuant to its by-laws or a resolution of its Board of Directors

Company Officer:

Date: _____ Name of Firm: _____

Signature: _____ Firm's Address: _____
Street Address

Name: _____
Please Print City State Zip

Title: _____ Phone #: _____
Please Print

E-mail: _____ Fax #: _____

Fed ID #: _____

Pricing Sheet for Non-Tutorial Services

NOTE: Per Hour, Part-time (4 hours per Day), and Full Day (8 hours per day).

Company Name:				
		Per Hour Rate	Part-time Rate	Full Day Rate
1	English Language Arts and Reading (ELAR)	\$	\$	\$
2	Mathematics	\$	\$	\$
3	Science	\$	\$	\$
4	Social Studies	\$	\$	\$
5	Early Childhood (Pre-K)	\$	\$	\$
6	Health and Physical Education	\$	\$	\$
7	Library Media Services	\$	\$	\$
8	Educational Technology	\$	\$	\$
9	Gifted and Talented	\$	\$	\$
10	Advanced Placement	\$	\$	\$
11	Dual Language	\$	\$	\$
12	English as a Second Language - ESL	\$	\$	\$
13	World Languages	\$	\$	\$
14	College and Career Readiness	\$	\$	\$
15	Before/After School	\$	\$	\$
16	Fine Arts	\$	\$	\$
17	Special Education	\$	\$	\$
18	Career and Technology Education	\$	\$	\$
19	Bilingual Education	\$	\$	\$
20	Counseling	\$	\$	\$
21	Social Emotional Learning (SEL)	\$	\$	\$
22	Wraparound Services	\$	\$	\$
23	Other:	\$	\$	\$
24	Other:	\$	\$	\$

In addition to the pricing format requested above, Proposer may provide additional information regarding pricing on a separate document. This may include a price list for related materials, other tiered pricing, staff, etc.

Pricing Sheet for Tutorial Services

Company Name:	
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Flat fee for collaborating with campus leadership or designee to analyze, assess and group students for tutoring. This is only applicable for subjects assigned to your firm. This process will begin and be completed prior to the start of any tutoring session. AAL, Inc. has approximately 825 students in grades Pre-K through 8.

Flat Fee – Student Analysis, Assessment and Grouping - ELAR: _____

Flat Fee – Student Analysis, Assessment and Grouping - Mathematics: _____

Flat Fee – Student Analysis, Assessment and Grouping - Science: _____

Flat Fee – Student Analysis, Assessment and Grouping – Social Studies: _____

Pricing for Accelerated Instruction, Learning Loss, Intervention, and Tutoring Services:

Tutor/Student Ratio	Subject	Hourly Per Student Fee	Availability	
			On-line Yes/No	In Person
1:3	English Language Arts and Reading (ELAR)			
1:5	English Language Arts and Reading (ELAR)			
1:3	Mathematics			
1:5	Mathematics			
1:3	Science			
1:5	Science			
1:3	Social Studies			
1:5	Social Studies			

Pricing for Remedial Tutoring Services:

Tutor/Student Ratio	Subject	Hourly Rate Per Student	Availability	
			On-line Yes/No	In Person Yes/No
1:5	English Language Arts and Reading (ELAR)			
1:7	English Language Arts and Reading (ELAR)			
1:10	English Language Arts and Reading (ELAR)			
1:5	Mathematics			
1:7	Mathematics			
1:10	Mathematics			
1:5	Science			
1:7	Science			
1:10	Science			
1:5	Social Studies			
1:7	Social Studies			
1:10	Social Studies			

Tutoring Firm Requirements:

- If the tutoring session is less than an hour, the hourly rate will be divided by sixty (60) minutes to determine the per minute rate and appropriate fee. There will not be any session less than thirty (30) minutes.
- Tutoring may be during school, before school, after school or on the week-end.
- Tutoring firms are responsible for all student materials, assessments, reporting, tracking, and monitoring.
- Tutoring firms are responsible for routine meetings with campus leadership to discuss student progress.
- Tutoring firms are responsible for any required tutoring monitoring, tracking, and reporting.

6.0 Required Forms

If you do not already have the following forms on file with The Academy of Accelerated Learning, Inc., and your firm is selected, then you will be required to complete and submit the following forms:

ATTACHMENTS – REQUIRED FORMS:

- A. Certification of Proposer
- B. Reference Form
- C. Certification of Non-Collusion Statement
- D. Deviation/Compliance Signature Form
- E. Confidentiality Declaration Form
- F. Commitment to Provide Insurance Affidavit
- G. Certification for Criminal History Check
- H. Felony Conviction Notification
- I. Antitrust Certification Statement
- J. General Certifications
- K. EDGAR Certifications for Contracts Funded by Federal Grants
- L. Legal Compliance
- M. Notice to Providers Conflict of Interest Disclosure Statements
- N. Form CIQ
- O. Conflict of Interest Questionnaire
- P. Form W-9: Request for Taxpayer Identification Number and Certification
- Q. Form 1295: Certificate of Interested Parties

Note:

These forms will be provided to the selected Providers after Academy of Accelerated Learning, Inc. has made a determination.

ALL REQUIRED FORMS MUST BE COMPLETED AFTER THE AWARD AND BEFORE CONTRACT EXECUTION.