



**ALBUQUERQUE  
PUBLIC SCHOOLS**

PRICE AGREEMENT NO. 14282  
AMENDMENT NO. 1

ALBUQUERQUE PUBLIC SCHOOLS - PROCUREMENT DIVISION  
PO BOX 25704  
ALBUQUERQUE, NEW MEXICO 87125  
PHONE (505) 881-8415  
FAX (505) 830-1161

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HMJ Enterprises, Inc. (dba Sylvan Learning Center)  
3509 River Road  
Austin, TX 78703

SHIP TO

Student, Family & Community Supports

ATTENTION  
OF

Daphne Harvey Strader

DATE	VENDOR CODE
5/19/2016	32343

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico Criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

**PLEASE SHOW PRICE AGREEMENT NUMBER ON ALL INVOICES, SHIPPING PAPERS, PACKAGES, CORRESPONDENCE, ETC. INVOICE IN DUPLICATE.**

**ITEMS, TERMS, & CONDITIONS**

**PRICE AGREEMENT**

Community School Activities for APS  
Contract Term: June 23, 2015 - June 22, 2019  
Per terms and conditions of: 15-056RR-SL  
Board Approved: 6/17/2015  
Pricing Attached

**SERVICES AND/OR GOODS TO BE PROVIDED:** The Contractor shall provide the good(s) and/or service(s), as defined in this agreement, on an "as ordered" basis. This is not an order and no funds are obligated under this Pricing Agreement. Funds are obligated by approved purchase orders on an "as needed" basis. Contractor shall receive separate individual Purchase Orders for each individual requests.

**MINIMUM AMOUNT:** Albuquerque Public Schools does not guarantee a minimum amount of purchases in conjunction with this pricing agreement.

**QUOTES AND PAYMENT:** The Contractor shall include the APS Pricing Agreement Number on each quote and reflect the price as awarded. The invoice submitted for payment shall match the quote and shall note the purchase order number.

**PRICING ESCALATION:** Price escalation will be considered only at yearly observance of award and only upon receipt of written request from contractor stating reason for escalation and the amount being requested. Justifying documentation must accompany price escalation request.

**Amendments:** This Pricing Agreement shall not be altered, changed, or amended except by written agreement signed by both parties.

**Reason for Amendment:** Renewal of Price Agreement

Contact: Susan J. Fairbairn

Phone: 512-497-8440

Email: s.fairbairn@sylvanhmj.com

PROCUREMENT DIVISION AUTHORIZED SIGNATURE

*Sandra Sanchez* 526-16  
Date

VENDOR AUTHORIZED SIGNATURE

*Susan J. Fairbairn* 5/31/2016  
Date

## ALBUQUERQUE PUBLIC SCHOOLS (APS) GENERAL TERMS AND CONDITIONS

- 1. INSPECTION.** The materials, supplies or services furnished shall be exactly as specified in this order, free from defects in Seller's design, workmanship and materials, and, except as otherwise provided in this order, shall be subject to inspection and test by APS at all times and places. If, prior to final acceptance, any materials, supplies or services are found to be defective or not as specified, APS may reject them, require Seller to correct them without charge, or require delivery of such materials, supplies, or services at a reduction in price which is equitable under the circumstances. If Seller is unable or refuses to correct such defects within a time deemed reasonable by APS, APS may terminate the order in whole or in part. Seller shall bear all risks as to rejected materials, supplies and services and, in addition to any other costs for which Seller may become liable to APS under other provisions of this order, shall reimburse APS for all transportation costs, other related costs incurred, or payments to Seller in accordance with the terms of this order for unaccepted materials, supplies and services. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud or such gross mistakes as amount to fraud. Any test programs and procedures required by the specifications are in addition to, and do not limit, APS's rights provided in this Paragraph.
- 2. WARRANTIES.** Seller warrants the materials, supplies or services furnished to be exactly as specified in this order, free from defects in Seller's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Seller. All applicable UCC warranties, express or implied are incorporated herein.
- 3. ASSIGNMENT.** Neither the order nor any interest therein, nor claim thereunder shall be assigned or transferred by the Seller except as authorized in writing by APS. No assignment or transfer shall relieve the Seller from its obligations and liabilities.
- 4. CHANGES.** APS may make changes within the general scope of this order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this order, an appropriate equitable adjustment shall be made. No change by Seller shall be recognized without written approval of APS. Any claim of Seller for an adjustment under this Paragraph must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless APS waives this condition. Nothing in this Paragraph shall excuse Seller from proceeding with performance of the order as changed hereunder.
- 5. LABOR DISPUTES.** Seller shall give prompt notice to APS of any actual or potential labor dispute which delays or may delay timely performance of this order.
- 6. TERMINATION AND DELAYS.** APS may by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. APS shall pay Seller as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by Seller as approved by APS with respect to the undelivered or unaccepted portion of this order; provided compensation hereunder shall in no event exceed the total order price. Such amount will be limited to the Seller's actual cost and shall not include anticipated profits.

APS may by written notice terminate this order for Seller's default, in whole or in part, at any time, if Seller refuses or fails to comply with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the items or services or to perform the services within the time specified or any written extension thereof. In such event, APS may purchase or otherwise secure items or services and, except as otherwise provided herein, Seller shall be liable to APS for any excess costs occasioned APS thereby, including incidental and consequential damages.

If, after notice of termination for default, APS determines that the Seller was not in default or that the failure to perform this order is due to causes beyond the control and without the fault or negligence of Seller (including, but not restricted to, acts of God or of the public enemy, acts of APS, acts of Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor or supplier due to such causes and without the fault or negligence of the subcontractor or supplier), termination shall be deemed for the convenience of APS, unless it shall be determined that the items or services covered by this order were obtainable from other sources in sufficient time to meet the required delivery schedule.

If APS determines that Seller has been delayed in the work due to causes beyond the control and without the fault and negligence of the Seller, APS may extend the time for completion of the work called for by this order, when promptly applied for in writing by the Seller; and if such delay is due to failure of APS, not caused or contributed by Seller, to perform services or deliver property in accordance with the terms of the order, the time and price of the order shall be subject to change under the Changes Paragraph. Sole remedy of Seller in event of delay by failure of APS to perform shall, however, be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of delay. No allowance will be made for anticipated profits.

The rights and remedies of APS provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order. As used in this Paragraph, the word "Seller" includes Seller and its sub suppliers at any tier.
- 7. AFFIRMATIVE ACTION.** Seller shall not maintain or provide racially segregated facilities for employees at any establishment under his control. Seller agrees to adhere to the principle set forth in Executive Order 11246 and 11375, and to undertake specifically to maintain employment policies and practices that affirmatively promote equality of opportunity for minority group persons and women; to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; to communicate this policy effectively to all persons concerned within Seller's company, with outside recruiting services and the minority community at large; to provide APS on request a breakdown of its labor force by ethnic group, sex, and job category; and to discuss with APS its policies and practices relating to its affirmative action program.
- 8. INDEMNIFICATION AND INSURANCE.** Seller assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the performances of the work by Seller, its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of APS. Seller shall indemnify and hold harmless APS, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damage and shall pay any damage costs and expenses including attorneys' fees, in connection with or resulting from such suit or action. Seller agrees that it and its subcontractors will maintain public liability and property damage insurance in reasonable amounts covering the above obligation and will maintain workers' compensation coverage covering all employees performing this order on premises occupied by or under the control of APS.
- 9. PATENT AND COPYRIGHT INDEMNITY.** Seller shall pay all royalty and license fees relating to deliverables and other items covered hereby. In the event any third party shall claim that the reproduction, manufacture, use or sale of goods or items covered hereby infringes any copyright, trademark, patent, or other intellectual property rights, Seller shall indemnify and hold APS harmless from any cost, expense, damage, or loss resulting therefrom.
- 10. DISCOUNTS.** APS will take advantage of prompt payment discounts whenever possible; however these will not be used as a means to determine the low responsive and responsible bidder. Any discount period will not begin until the materials, supplies or services have been received and accepted and a correct invoice submitted for payment. If testing is required, discount period will not begin until such tests are satisfactorily completed.
- 11. CONTINGENCY FEES.** Seller warrants that no person or selling agency has been employed or retained to solicit or secure this order upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona-fide employees or bona-fide established commercial or selling agencies maintained or utilized by Seller for the purpose of securing business. For violation or breach of this warranty, APS shall have the right to annul this order without liability or, at its discretion, to deduct from this order, price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
- 12. PENALTIES.** The New Mexico Procurement Code (NMSA 1978) imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose penalties for bribes, gratuities and kickbacks.
- 13. TITLE AND DELIVERY.** Title to the materials and supplies passed hereunder shall pass to APS at the F.O.B. point specified subject to the right of APS to reject upon inspection. For any exception to the delivery date specified, Seller shall give prior notification and obtain approval thereto from APS's Purchasing Department. Order is subject to termination for failure to make timely delivery.
- 14. TAX STATUS.** APS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of tax on the purchase of tangible personal property. This certificate will be issued upon request. It is not valid for the purchase of services including construction, or materials that become part of a construction project or for the lease of property. Seller is responsible for payment of all applicable taxes, which will be added to invoice as a separate item at the current rate.
- 15. APPLICABLE LAWS.** If this order is a subcontract under a U.S. Government Prime Contract, applicable clauses of the Federal Acquisition Regulations are incorporated herein by reference. Any provision required to be included in a contract of this type by any applicable and valid Executive Order, federal, state or local law, ordinance, rule or regulation also shall be deemed to be incorporated herein. Any contract or litigation resulting from acceptance of this purchase order will be construed according to the laws of the State of New Mexico unless otherwise stated.

We do not budget for the cost of these incentives in our base proposal, because they are not included in the RFP specifications, but if APS's budget permits, we do believe they add value to the overall effectiveness of after school commitment and engagement. Specific costs for this optional offering are discussed in Section 3 of this proposal.

We also understand that budgets are extremely tight and student incentives just may not be an affordable part of the program in the coming year. There are two other ways we might be able to achieve the same purpose without a direct expenditure by APS. One would be for APS's Department of Innovation and Development, perhaps working with Albuquerque Partners in Education, to solicit the Albuquerque business community for donations of gift cards, movie passes, and other special offers that could be used to redeem the tokens students earn for their hard work. The other way would be to work with campus administration to design special privileges students can earn with their tokens, and make those privileges be the student rewards.

#### SECTION 4: FINANCIAL PROPOSAL AND ASSUMPTIONS

*This section shall contain a straightforward, concise delineation of the Contractor's fees to satisfy the requirements of this RFP. It is the Contractor's responsibility to specify all costs (i.e., administrative fees, processing fees, etc.) associated with providing the products or services required herein.*

We have made our pricing as simple as possible, with the goal of providing the District maximum flexibility to adjust program design as needed. Below is a base price to meet the minimum specifications of the RFP.

	MATH Edge (2x/week)	Coding & Robotics (2x/week)	Homework Support (1- 2x/week)	Hybrid Solution (5x/week)
	12:1 Ratios		12:1 Ratios	
Number of students per Semester	12	12	12	12
Est. instructional periods/student	32	20	22	74
Total instructional periods	384	240	264	888
\$/instructional period	\$15	\$16	\$8	\$13.19
MADE Assessment (Pre/Post) \$15/student	\$180	\$0	\$0	\$180
Retainer				
Rate x total instructional periods	\$5,760	\$3,840	\$2,112	\$11,713
Total Cost per campus	\$5,760	\$3,840	\$2,112	\$11,713
Optional student incentives	\$120	\$120	\$60	\$ 300
Total price with optional incentives	\$5,880	\$3,960	\$2,172	\$12,013

The above scenario assumes 12 students at one campus are enrolled in each of the programs over the course of one semester (Fall or Spring) for a total of 74 hours of instruction each (total 888 sessions delivered) for a total cost of \$11,713 (or \$13.19/instructional hour). If we include the cost of the student incentives, the cost escalates to \$12,013. We also assume 74 instructional periods (per semester) of 60 minutes each during the course for the after school program, which is our best estimate based on the 2015-2016 academic calendar, accounting for instructional days that will be unavailable for tutoring due to state-mandated testing, district benchmark testing, or other activities that alter the regular schedule.

Our pricing model provides flexibility and scalability should the District choose to extend tutoring to more – or fewer – students, or for more – or fewer – instructional periods. For example, the above scenario could allow for 36 different students in a semester to get the individual services listed (i.e. 12 students for Math Edge, 12 students for coding/robotics, and 12 for homework support) based on need and budget.

Note that our pricing model also provides the District control over its budget by adjusting the number of instructional periods, as well as the number of students receiving services. For example, the District could dramatically reduce its total costs by scheduling tutoring 4 days per week, instead of 5.

*Sylvan Learning will provide all program materials, computer hardware/software, and courseware. All programs include detailed lesson plans and materials tailored to target areas of need and all other manipulatives and resources to ensure hands-on learning experiences.*

We understand that APS is making an extraordinary commitment to improving the academic lives of these students, and we have done our best to reflect that commitment with our pricing model. We have also tried to offer options that maximize the cost effectiveness of your investment, respecting the limitations on your resources and the tutoring needs of your students. We are always available to answer any questions you may have about this proposal.

### ASSUMPTIONS

In an effort to reduce costs as much as possible, this proposal assumes our campus partner would provide physical facilities for delivery of services, including utilities, and internet access for Sylvan's on-site Education Services Coordinator and instructors for delivery of its Sylvan Edge Products and Services (Sylvan Robotics and Sylvan Coding). In addition, the on-site Learning Center would require access and the ability to secure and lock the room containing instructional materials and technology.

For the base pricing option to deliver the RFP specifications of 12:1 tutoring using Sylvan's curriculum, we assume Sylvan would provide the curriculum, the assessments, and the software and technology required to administer Sylvan's tutoring system.

Each campus on which we are engaged must designate a primary point of contact for Sylvan's Education Services Coordinator, who will work with us to coordinate student scheduling and work to resolve any issues with facilities, security, cooperation, student behavior, and discipline, or any other unanticipated issues.

Scheduling students for instructional time must be closely coordinated by our respective staff members, with the ultimate responsibility for determining each student's schedule the responsibility of our campus partner. We will work with campus administrators to structure and schedule the services in a way that maximizes student participation. Schedule changes must be provided to Sylvan in writing or by email at least three full business days in advance. Services will be billed as scheduled without regard to student attendance. Instructional groups will be billed regardless of the number of students attending each group. Group sizes will not exceed the sizes agreed to under the terms of this RFP.

Should our proposal be approved by the school board, we can begin delivering services on August 24, 2015.

**The terms of this proposal are conditioned upon our selection to provide services to at least one campus for the entire school year, with a minimum of 1,500 instructional periods per campus.**

# Learners Chess Academy bid # 15-056RR-SL

## Cost Per Service

<b>Annual Budget for a Learners Chess Club of 24 Students</b>	<b>Explanations and formulas</b>	<b>Total</b>
<b>recruiting costs</b>	Director (\$20/hour) spends an average of four hours recruiting, interviewing, and communicating with prospective chess coaches	\$80.00
<b>training and professional development for 2 coaches</b>	Both coaches for each club spend 24 hours throughout the year in paid hands on training meetings compensated at \$10 per hour = \$480. Additionally, director spends 2 hours per week training and checking in with each coach about each club (\$20*2*24)=\$960	\$1,440.00
<b>pay for 2 coaches</b>	Both coaches are paid \$20 per hour for 1.5 hours per club for 24 club meetings throughout the year → 2 coaches*\$20 per hour*1.5 hours*24 club meetings= \$1440	\$1,440.00
<b>Materials</b>	materials, provided by Learners Chess Academy, for each club include chess equipment (\$10 per set), pencils (\$1 per student), notation sheets (\$1 of copies per student), and chess puzzle worksheets and other printed chess education materials (\$10 per student), and chess flyers (\$3 per student) for approximately \$25 of materials per student, assuming 24 students per club = \$600	\$600.00
<b>total</b>		<b>\$3,560.00</b>

# **Learners Chess Academy bid # 15-056RR-SL**

## **In-Kind/Match:**

Learners Chess Academy provides all chess sets and educational equipment for each chess club.

To ensure access to learning chess to all children regardless of their ability to pay a fee for it or their schools' ability to find funding for a club, match funding will be raised by Learners Chess Academy through private donations and sponsors for chess clubs established at lower income schools.

# Learners Chess Academy bid # 15-056RR-SL

## **Charging Families**

Learners will charge a fee necessary to cover the outstanding costs of running each chess club. For chess clubs at schools with a low percentage of their students on free and reduced lunch, this fee may be as much as \$85 per semester if no additional funding through the district or school is available.

For chess clubs with additional outside funding or funding through the district or school, this fee may drop as low as \$5 per student. We believe in charging a nominal fee of \$5 to ensure students and parents stay invested in the club.

As we have done for every chess club we have ever run, we will advertise our need-based scholarship fund in bold and italic lettering to ensure that families understand that need-based assistance is available and that no family will be turned away due to inability to pay. Learners has never turned away a family for inability to pay and has awarded an average of \$10,000 of need-based assistance each of the last three years.

For lower income schools and especially severely low income schools, Learners will accept all available funding through the district and/or the school to cover costs for the club, while also seeking outside funding and sponsors to cover the remaining cost, keeping the fee at a nominal \$5 per student per semester, while also indicating in bold and italic lettering that no family will be turned away due to inability to pay.