



**COUNTY OF HENRICO
DEPARTMENT OF FINANCE
PURCHASING DIVISION
CONTRACT EXTRACT
NOTICE OF RENEWAL**

DATE:	December 7, 2024
CONTRACT COMMODITY/SERVICE: <i>(include contracting entity if cooperative)</i>	Supplemental Instructional Materials for Math
CONTRACT NUMBER:	2494A
COMMODITY CODE:	208.43, 924.16
CONTRACT PERIOD:	December 7, 2024 through December 6, 2025
RENEWAL OPTIONS:	Three (3) one-year renewal options through 2028
USER DEPARTMENT:	Schools
Contact Name:	Kennedy Venaglia
Phone Number:	804-652-3640
Email Address:	kwvenaglia@henrico.k12.va.us
HENRICO COOPERATIVE TERMS INCLUDED:	Yes
SUPPLIER: Name:	DeltaMath Solutions, Inc.
Address:	2005 Palmer Ave.#1094
City, State:	Larchmont, NY 20538
Contact Name:	Ben Peled
Phone Number:	917-434-8916
Email address:	orders@deltamath.com
ORACLE SUPPLIER NUMBER:	418426
BUSINESS CATEGORY:	Small
PAYMENT TERMS:	Net 45
DELIVERY:	As needed and requested
FOB:	Destination
BUYER: Name:	Amy Anthes, VCO
Title:	Procurement Analyst III
Phone:	804-501-5686
Email:	Ant041@henrico.gov

This contract is the result of a competitive solicitation issued by the Department of Finance, Purchasing Division. A requisition must be generated for all purchases made against this contract and the requisition must reference the contract number.



COMMONWEALTH OF VIRGINIA

County of Henrico

Non-Professional Services Contract
Contract No. 2494A

This Non-Professional Services Contract (this “Contract”) entered into this 21st day of November 2023 by DeltaMath Solutions, Inc., a Delaware corporation (the “Contractor”), and the County School Board of Henrico County, Virginia (“HCPS”).

WHEREAS HCPS has awarded the Contractor this Contract pursuant to Request for Proposals No. 23-2494-2ARA dated March 16, 2023, as modified by Addendum 1 dated March 27, 2023, (the “Request for Proposals”), for Supplemental Digital Instruction Materials (Middle & High School Mathematics Courses) for Tier I, Tier II, and Tier III Instruction for Henrico County Public Schools.

WITNESSETH that the Contractor and HCPS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to HCPS as set forth in the Contract Documents.

COMPENSATION: The compensation HCPS will pay to the Contractor under this Contract is as follows:

<i>Contract Year*</i>	<i>Product/Service & Amount</i>
1	<input type="checkbox"/> INTEGRAL District License 8-12: \$28,000.00 <input type="checkbox"/> Virtual Professional Development (2 hour): \$600
2 (if Contract renewed)	<input type="checkbox"/> INTEGRAL District License 8-12: \$31,500.00 <input type="checkbox"/> Virtual Professional Development (2 hour): \$600
3 (if Contract renewed)	<input type="checkbox"/> INTEGRAL District License 8-12: \$32,445.00 <input type="checkbox"/> Virtual Professional Development (2 hour): \$600
4 (if Contract renewed)	<input type="checkbox"/> INTEGRAL District License 8-12: \$33,418.35 <input type="checkbox"/> Virtual Professional Development (2 hour): \$600
5 (if Contract renewed)	<input type="checkbox"/> INTEGRAL District License 8-12: \$34,420.90 <input type="checkbox"/> Virtual Professional Development (2 hour): \$600

CONTRACT TERM: The initial Contract term shall begin on the date the last party executes this Contract and last for a period of 1 year. HCPS may renew the Contract for up to four (4) one (1)-year terms by giving 30 days’ written notice before the end of any term unless Contractor has given HCPS written notice that it does not wish to renew at least 90 days before the end of the term.

CONTRACT DOCUMENTS: This Contract hereby incorporates by reference the documents listed below (the “Contract Documents”), which shall control in the following descending order:

1. This Non-Professional Services Contract between HCPS and Contractor.
2. License Agreement Addendum (Exhibit A).
3. Virginia School Data Privacy Agreement (Exhibit B).
4. DeltaMath Terms of Service (Exhibit C).
5. The General Contract Terms and Conditions included in the Request for Proposals.

6. Contractor's Best and Final Offer dated October 5, 2023 and Quote # 23522 dated 07/18/2023 and Quote # 29295 dated 07/18/2023 (Exhibit D).
7. Contractor's Original Proposal dated March 28, 2023 (Exhibit E).
8. The Scope of Services included in the Request for Proposals.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound hereby.

DeltaMath Solutions, Inc.

2005 Palmer Ave. #1094
Larchmont, NY 20538



Signature

Ben Peled, Vice President

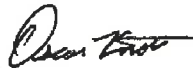
Printed Name and Title

11/21/23

Date

County School Board of Henrico County,
Virginia

P.O. Box 23120
Henrico, VA 23223



Signature

Oscar Knott, CPP, CPPO, VCO

Purchasing Director

12/7/23

Date

Digitally signed by Oscar Knott
DN: CN = Oscar Knott email = kno008@henrico.us C = US O =
County of Henrico, Virginia OU = Department of Finance -
Purchasing Division
Date: 2023.12.07 13:31:05 -0500

Approved as to form



Assistant County Attorney

EXHIBIT A

LICENSE AGREEMENT ADDENDUM

The County School Board of Henrico County, Virginia] (“**County**”) and DeltaMath Solutions, Inc. , a Delaware corporation (“**Licensor**”), are entering into Non-Professional Services Contract No. 2494A for Supplemental Digital Instruction Materials (Middle & High School Mathematics) for Tier I, Tier II, and Tier III Instruction for Henrico County Public Schools (“**Agreement**”). Licensor has requested that its DeltaMath Terms of Service (“**Contract**”) be incorporated by reference into the Agreement. This License Agreement Addendum (“**LAA**”) (i) is attached to the Agreement and incorporated therein by reference, governing the use of all software licensed by the County thereunder (“**Software**”), and (ii) modifies and supersedes the Contract to the extent the Contract and the LAA are in conflict.

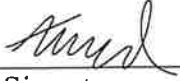
For good and valuable consideration, the parties agree as follows:

1. Certain provisions may appear in or be incorporated by reference into the Contract that the County does not accept. If any of the following provisions appear in the Contract, or if any provisions in the Contract have the effect of any of the following, such provisions are void, will not have any effect, and will not be enforceable against the County:
 - A. Requiring the application of the law of any place other than the Commonwealth of Virginia, United States of America in interpreting or enforcing the Contract;
 - B. Requiring or permitting that any dispute under the Contract be resolved in any court other than a state court of competent jurisdiction in Henrico County, Virginia;
 - C. Requiring any total or partial compensation or payment for lost profits or liquidated damages by the County if the Contract is terminated early;
 - D. Imposing any interest rate in excess of one percent per month or the default interest rate under Title 2, Chapter 43, Article 4 of the Code of Virginia, whichever is lower;
 - E. Requiring the County to maintain insurance for Licensor’s benefit;
 - F. Granting Licensor a security interest in any property of the County;
 - G. Requiring the County to indemnify, defend, or hold harmless Licensor or any entity or person for any act or omission of the County, including the County’s officers, agents, and employees;
 - H. Limiting or adding to the time period within which claims can be made or actions can be brought pursuant to Title 8.01, Chapter 3 of the Code of Virginia;
 - I. Restricting or prohibiting the County’s selection and approval of counsel or approval of any settlement;
 - J. Binding the County to any arbitration or otherwise committing the County to participate in any binding form of alternative dispute resolution;
 - K. Obligating the County to pay costs of collection or attorney’s fees;
 - L. Requiring any dispute resolution procedure(s) other than the default available under the Virginia Public Procurement Act;
 - M. Requiring the County to limit its rights or waive its remedies at law or in equity;
 - N. Establishing a presumption of severe or irreparable harm to Licensor by the actions or inactions of the County;
 - O. Limiting the liability of Licensor for property damage, death, or personal injury;

- P. Capping the County's damages or excluding types of damages available to the County;
 - Q. Applying UCITA except as may be required by Section 59.1-501.15 of the Code of Virginia;
 - R. Not complying with all applicable federal, state, and local laws, regulations, and ordinances;
 - S. Requiring that the County waive any immunity to which it is lawfully entitled;
 - T. Requiring that the County, which is tax exempt, be responsible for payment of any taxes, duties, or penalties;
 - U. Obligating the County beyond approved and appropriated funding;
 - V. Permitting Licensor to unilaterally modify the Contract;
 - W. Having the Contract supersede agreements negotiated by the parties;
 - X. Renewing or extending the Contract beyond the term set forth in the Agreement or automatically renewing the Contract;
 - Y. Requiring the purchase of a new release, update, or upgrade of Software, or subsequent renewal or maintenance, in order for the County to receive or maintain the benefits of Licensor's indemnification of the County against any claims of infringement on any third-party intellectual property rights;
 - Z. Prohibiting the County from transferring or assigning to any entity the Contract or any license to Software granted pursuant to the Contract; or
 - AA. Making the County liable to pay Licensor's travel expenses, including transportation, meals, lodging, and incidental expenses, other than those explicitly approved by the County in advance.
2. Licensor represents and warrants that it is the owner of the Software or otherwise has the right to grant to the County the license to use the Software without violating or infringing any law, rule, regulation, copyright, patent, trade secret, or other proprietary right of any third party.
 3. Licensor agrees to indemnify, defend and hold harmless the County and the County's officers, agents, and employees, from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, that arise out of or result from: (i) any negligent act, negligent omission, or intentional or willful conduct of any employee, contractor, or agent of Licensor; (ii) any material breach of any representation, warranty, or covenant of Licensor; (iii) any defect in the Software; or (iv) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software.
 4. All payment obligations from the County under the Contract are subject to receipt of necessary appropriations from the Henrico County, Virginia Board of Supervisors. In the event of non-appropriation of funds for the items under the Contract, the County may terminate, in whole or in part, the Contract or any order for those goods or services for which funds have not been appropriated. This may extend to the renewal of maintenance services for only some of the licenses granted by Licensor. There will be no time limit for termination due to termination for lack of appropriations.
 5. If Licensor provides any update or upgrade subject to additional payment or subject to the acceptance of additional terms and conditions, the County will have the right to reject such update or upgrade.

6. The person signing below for Licensor represents and warrants that he or she is duly authorized to execute and deliver this LAA on Licensor's behalf.
7. This LAA and the Agreement shall take effect simultaneously.
8. This LAA may be modified by the parties' mutual agreement. Any modifications shall be reflected in a separate document.

DeltaMath Solutions, Inc.



Signature

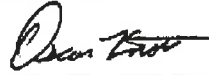
Ben Peled, Vice President

Printed Name and Title

11/21/23

Date

School Board of Henrico County, Virginia



Signature

Oscar Knott, CPP, CPPO, VCO

Purchasing Director

12/7/23

Date

Digitally signed by: Oscar Knott
DN: CN = Oscar Knott email = kno008@henrico.us C = US O =
County of Henrico, Virginia OU = Department of Finance -
Purchasing Division
Date: 2023.12.07 13:32:49 -05'00'

Approved as to form



11-27-23

Assistant County Attorney



DeltaMath Solutions Inc.

P.O. Box 23440

New York, NY 10087-3440

Phone: (917) 434-8916

Email: orders@deltamath.com

DeltaMath Terms of Service

Effective Date: November 16, 2022

Thank you for your interest in using the online services operated by DeltaMath ("DeltaMath", "we" or "us"). These Terms of Service ("Terms" or "Agreement") govern your use of DeltaMath's online services (the "Services"). Please continue reading to learn about the terms by which you may use our Services.

These Terms apply to all schools, school districts, or teachers (collectively referred to as "Schools") as well as students and parents, who use the Services; (collectively along with "Schools" referred to as "Users" or "you").

Any material change to these policies will be announced via a banner message displayed on this website.

By accessing or using the Services, creating an account, or by otherwise affirmatively stating your desire to use the Services, you signify that you have read, understood, and agree to be bound by this Agreement and to the collection and use of your information as set forth in the DeltaMath [Privacy Policy](#), otherwise you may not use the Services. Because our Services change relatively often, the terms in this Agreement and our [Privacy Policy](#) may change too. Upon making changes, we will update the "Effective Date" found at the top of this page. Your continued use of the Services after any changes constitutes your acceptance of the new terms.

DeltaMath's Service

DeltaMath is an online math practice and learning site. Students will register with a teacher code and complete assignments made by their teacher.

As long as you are complying with all of the terms and conditions of this Agreement, DeltaMath gives you permission to access and use the Service. The Service is available for your personal, noncommercial use. We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop a Service altogether, including, for example, if you do not comply with this Agreement or if we are



DeltaMath Solutions Inc.
P.O. Box 23440
New York, NY 10087-3440

Phone: (917) 434-8916
Email: orders@deltamath.com

investigating suspected misconduct. We may also stop providing Service to you, or add or create new limits to our Service or restrict your access to all or part of the Service at any time without notice or liability.

In particular, individual teacher licenses, paid or unpaid, are intended for single-teacher use. We reserve the right to reach out to end-users and/or revoke access in cases where it appears more than one teacher is using an account without our prior consent.

The right to access and use the Service is revoked in jurisdictions where it may be prohibited, if any.

Refund Policy

Refunds for site or individual teacher licenses are available within one month (30 days) of purchase. Full or partial refunds are not available after that time, and in no case will unused licenses roll over to the next school year. Contact orders@deltamath.com to request a refund.

Personal Information and Student Data

The U.S. Children's Online Privacy and Protection Act ("COPPA") requires that online service providers obtain verifiable parental consent before collecting personal information from children under 13. If you are a School providing the Service to children under 13 (whether in the U.S. or elsewhere), you represent and warrant that you have received consent from parents, or have the authority to provide consent on behalf of parents, for us to collect information from students before allowing children under 13 to access DeltaMath Services. We recommend that all Schools provide appropriate disclosures to students and parents regarding their use of service providers such as DeltaMath.

When DeltaMath is used by a School for an educational purpose, DeltaMath may collect or have access to Student Data that is provided by the School or by the Student. "Student Data" is personal information that is directly related



DeltaMath Solutions Inc.
P.O. Box 23440
New York, NY 10087-3440

Phone: (917) 434-8916
Email: orders@deltamath.com

to an identifiable Student and may include “educational records” as defined by the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232(g).

Confidentiality. DeltaMath agrees to treat Student Data as confidential and not to share it with third parties other than as described in these Terms, and in our [Privacy Policy](#).

Student Data Access. You authorize DeltaMath to access or collect Student Data for the purpose of providing the Service. In the U.S., DeltaMath shall collect and process Student Data as a School Official with a legitimate educational interest pursuant to FERPA 34 CFR Part 99.31(a)(1).

Personal Information and Student Data Consents and Authority. If you are School User, you represent and warrant that you have provided appropriate disclosures to your School and to parents regarding your sharing such Personal Information with DeltaMath. Both Parties agree to uphold their obligations under the Family Educational Rights and Privacy Act (“FERPA”), the Protection of Pupil Rights Amendment (“PPRA”), and the Children’s Online Privacy and Protection Act (“COPPA”) and applicable State laws relating to student data privacy. DeltaMath relies on each School to obtain and provide appropriate consent and disclosures, if necessary, for DeltaMath to collect any Student Data, including the collection of Student Data directly from students under 13, as permitted under COPPA. You agree to comply with these Terms and all laws and regulations governing the protection of personal information, including children’s information, and the sharing of student education records.

Use of Student Data. By submitting or providing us access to Student Data, you agree that DeltaMath may use the Student Data solely for the purposes of (i) providing the Service, (ii) improving and developing our Service, (iii) enforcing our rights under these Terms, and (iv) as permitted with the School’s or the User’s consent. DeltaMath shall not use Student Data to engage in targeted advertising.

Use of Anonymized Student Data. You agree that we may collect and use data derived from Student Data for our own purposes, such as for product development, research analytics, and marketing our Service, provided that such data will be de-identified and/or aggregated to reasonably avoid identification of a specific individual.



DeltaMath Solutions Inc.
P.O. Box 23440
New York, NY 10087-3440

Phone: (917) 434-8916
Email: orders@deltamath.com

Use of Personal Information for Marketing. You agree that DeltaMath may provide information about new DeltaMath features and offerings to school or district administrative users and teachers from time to time, provided that such advertisements shall not be based on Student Data. For emphasis, and without limitation, DeltaMath shall never use Student Data to engage in targeted advertising, nor shall DeltaMath direct advertising to student users.

Third-Party Service Providers. You acknowledge and agree that DeltaMath may provide access to Student Data to our employees and service providers, which have a legitimate need to access such information in order to provide their services to us. We and our employees, affiliates, service providers, or agents involved in the handling, transmittal, and processing of Student Data will be required to maintain the confidentiality of such data.

Student Data Retention and Deletion Requests. DeltaMath retains Student Data, but for educational purposes only. Oftentimes students will want to refer back to their DeltaMath student accounts for college or other future courses. However, if a student does not utilize their account for a period of two years, their account and personally identifiable information will be deleted. Additionally, Schools may request that we delete Student Data in our possession at any time by providing such a request in writing. We shall respond to the deletion request as soon as possible, but in most instances within 45 days, other than for data stored on backup tapes which shall be deleted in the ordinary course of business. A Parent seeking to modify, correct, or delete personal information in a Student Account that is connected to an active School account will be instructed to contact the School to discuss data deletion or modification. We are not required to delete data that has been derived from Student Data so long as it has been anonymized such that it does not reasonably identify an individual.

Use License

The Service and the DeltaMath Technology are intended solely for the personal, non-commercial use of our users and may only be used in accordance with this Agreement. "DeltaMath Technology" means all past, present and future content of the Service, including, all the software,



DeltaMath Solutions Inc.
P.O. Box 23440
New York, NY 10087-3440

Phone: (917) 434-8916
Email: orders@deltamath.com

hardware and technology used to provide the Service (including DeltaMath proprietary code and third-party software), user interfaces, materials displayed or performed on the Service, such as text, graphics, articles, graphs, photographs, images, illustrations and the design, structure, sequence and “look and feel” of the Services, and all other intellectual property. DeltaMath Technology is protected by copyright and other intellectual property laws. You are not allowed to use, store, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, create derivative works from, display, license, sell or otherwise exploit the DeltaMath Technology for any purposes other than as expressly permitted under this Agreement. You will not decompile, reverse engineer, or otherwise attempt to obtain the source code of any DeltaMath Technology.

Using our Service does not give you ownership of any intellectual property rights in our Service or the DeltaMath Technology. You may not use content from our Services, unless you obtain permission from its owner or are otherwise permitted by law. Don't remove, obscure, or alter any copyright or other legal notices displayed in or along with our Services.

By using the Services, you agree not to do any of these things: (i) copy, distribute, or disclose any part of the Services in any medium, including but not limited to by any automated or non-automated “scraping”; (ii) use any automated system, including but not limited to “robots,” “spiders,” “offline readers,” etc., to access the Services in a manner that sends more request messages to the DeltaMath servers than a human can reasonably produce in the same period of time by using a conventional online web browser; (iii) transmit spam, chain letters, or other unsolicited email; (iv) attempt to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Services; (v) take any action that imposes, or may impose an unreasonable or disproportionately large load on our infrastructure; (vi) transmit any malicious software agents through the Services; (vii) collect or harvest any third-party personally identifiable information, including account names or Student Data (as defined above), from the Services; (viii) use the Services for any commercial solicitation purposes; (ix) impersonate another person or otherwise misrepresenting your



DeltaMath Solutions Inc.
P.O. Box 23440
New York, NY 10087-3440

Phone: (917) 434-8916
Email: orders@deltamath.com

affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfere with the proper working of the Services; (xi) access any content on the Services through any technology or means other than those provided or authorized by the Services; or (xii) bypass the measures we use to prevent or restrict access to the Services, including but not limited to features that prevent or restrict use or copying of any content or enforce limitations on use of the Services or related content.

Privacy

Your privacy is extremely important to us, and we take great care to limit what we collect and how we use it, and to enable you to understand our policies. Please read our [Privacy Policy](#) which explains how we treat your personal information and protect your privacy when you use our Service. By using our Service, you agree that DeltaMath can use such data in accordance with our [Privacy Policy](#).

Passwords and Security

You are responsible for maintaining the confidentiality of your DeltaMath password, and you are solely responsible for all activities that occur under your password. You agree to immediately notify DeltaMath of any unauthorized use of your password or any other breach of security related to the DeltaMath Services. DeltaMath may require you to alter your password if we believe that your password is no longer secure.

Links

DeltaMath has not reviewed all of the sites linked to its website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by DeltaMath of the site. Use of any such linked website is at the user's own risk.

Modifications



DeltaMath Solutions Inc.

P.O. Box 23440

New York, NY 10087-3440

Phone: (917) 434-8916

Email: orders@deltamath.com

DeltaMath may revise these terms of service for its website at any time without notice. By using this website you are agreeing to be bound by the then current version of these terms of service.

Disclaimer and Limitations of Liability

a. You agree that use of the DeltaMath services is at your sole risk. The DeltaMath services are provided on an “as is” and “as available” basis. DeltaMath expressly disclaims all warranties of any kind, whether express or implied, with respect to the DeltaMath services, including, but not limited to, the implied warranties of merchantability, fitness for a particular use or purpose, and non-infringement. You acknowledge that access to data and materials available through the DeltaMath services is not guaranteed and that DeltaMath will not be responsible to you for any loss of data or materials caused by the DeltaMath services or their unavailability. You understand and agree that any data, materials, services and/or information downloaded or otherwise obtained through the use of the DeltaMath services is done at your own discretion and risk and that you will be solely responsible for any damage arising therefrom.

b. Under no circumstances will DeltaMath or its officers, employees, directors, shareholders, agents, or licensors be liable under any theory of liability (whether in contract, tort, statutory, or otherwise) for any damages whatsoever, including direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of money, revenues, profits, goodwill, use, data or other intangible losses (even if such parties were advised of, knew of or should have known of the possibility of such damages), resulting from your (or anyone using your account's) use of the DeltaMath services.

c. If, notwithstanding these Terms, DeltaMath is found to be liable to you or any third party in connection with your use of the DeltaMath services, the total liability of DeltaMath and its officers, employees, directors, shareholders, agents, or licensors to you or to any third party is limited to one hundred U.S. Dollars (\$100).



DeltaMath Solutions Inc.
P.O. Box 23440
New York, NY 10087-3440

Phone: (917) 434-8916
Email: orders@deltamath.com

d. *Exclusions And Limitations.* Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent that DeltaMath may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of DeltaMath's liability will be the minimum permitted under such applicable law.

Indemnification

You agree to indemnify, defend, and hold harmless DeltaMath and its officers, directors, employees, consultants and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees) that such parties may incur as a result of or arising from your (or anyone using your account's) violation of these Terms. DeltaMath reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with DeltaMath's defense of such claim.

Termination

This Agreement shall remain in full force and effect while you use the Service. DeltaMath may suspend or terminate your access to the Service or your account at any time, for any reason (without cause or for your violation of any term of this Agreement), and without warning or notice, which may result in the loss of information associated with your account. Upon termination of your account, your right to use the Service will immediately cease. All provisions of this Agreement which, by their nature, should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

Miscellaneous



DeltaMath Solutions Inc.

P.O. Box 23440

New York, NY 10087-3440

Phone: (917) 434-8916

Email: orders@deltamath.com

The failure of either party to exercise, in any respect, any right provided for herein shall not be deemed a waiver of any further rights hereunder. DeltaMath shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond DeltaMath's reasonable control. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by you except with DeltaMath's prior written consent. DeltaMath may transfer, assign or delegate this Agreement and its rights and obligations without restriction. This Agreement is governed by and construed in accordance with the laws of the State of New York without regard to the conflict of laws provisions thereof. To the extent any dispute arising from or relating to the subject matter of this Agreement is permitted to be brought in a court of law, such claim shall be subject to the exclusive jurisdiction of the state and federal courts located in New York County, New York, and for all purposes of this Agreement, you and DeltaMath consent to the exclusive jurisdiction and venue of such courts. Unless and solely to the extent that you or your Institution have a separate written agreement with DeltaMath that governs your use of the Service (in which case such agreement will control), we both agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that the Agreement may not be modified, except as otherwise provided herein. This Agreement and any subsequent versions of this Agreement posted to the Website will be deemed a writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind DeltaMath in any respect whatsoever.



DeltaMath Bid Response

RFP No: 23-2494-2ARA

Supplemental Instructional Materials for Math

4/1/2023

Table of Contents

Tab 1- Introduction and Signed Form	3
+ Cover Letter	4
+ Attachment A	5
+ Attachment B	6
+ Attachment C	7
+ Attachment D	8
+ Attachment E – COI Documentation	9
+ Attachment F	14
+ Attachment J	15
+ Attachment K – Data Privacy Agreement	18
Tab 2 – Statement of the Scope.....	37
+ Statement of Scope	38
Tab 3 – Offeror Qualifications.	39
+ Qualifications	40
+ Resumes	42
+ Evidence of Financial Stability	46
Tab 4 – Service Approach and Implementation.	51
+ Service and Approach	52
Tab 5 – Training and Professional Development.	60
+ Training and Professional Development	61
Tab 6 – Technical Requirements	62
+ Technical Requirements	63
Tab 7 – Infrastructure and System Administration.....	64
+ Infrastructure and System Administration	65
Tab 8 – Reporting and Monitoring	67
+ Reporting Tools for Teachers	68
+ Reporting Tools for Admins	71
Tab 9 – Pricing/Cost Proposal.	73
+ Attachment H	74
+ Attachment I	75
Tab 10 – References.	76
+ References	77
Tab 11 – Exceptions.	78
+ Exceptions	79
Tab 12 – Assumptions.	80
+ Assumptions	81



DeltaMath

Tab 1

Introduction and Signed Forms

RFP No: 23-2494-2ARA



DeltaMath Solutions Inc.

2005 Palmer Ave #1094

Larchmont, NY 10538

Phone: (917) 434-8916

Email: orders@deltamath.com

County of Henrico
Purchasing Department
8600 Staples Mill Rd
Richmond, VA 23228

Dear Purchasing Department,

Attached please find our response to RFP No. **23-2494-2ARA**

Zach Korzyk created DeltaMath in 2009 as an online software to meet the needs of the students in his own classroom. In its first full year of operation, DeltaMath was used by 100 teachers and 5,000 students. Over the years since, working nights, weekends, and summers, Zach painstakingly added content and features. By 2019-2020, operating on word of mouth alone, the site had grown to over 100,000 teacher and 4 million student users. In February of that year, Zach left the classroom to devote himself to running the site full time as a business. Over the last 12 months we've had over 7.5 million unique student users.

We offer and operate deltamath.com, an online math learning platform aligned to Virginia standards, currently for grades 6-12. This offering pertains specifically to DeltaMath INTEGRAL, which includes access to student help videos, teacher test creation, teacher problem creation, Print to PDF, Admin Portal features, and more.

Contact person:

Name/Title: Ben Peled/ Vice President

Email: ben@deltamath.com

Phone: (917) 434-8916

Sincerely,

Ben Peled

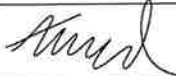
Vice President

ATTACHMENT A PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal ("RFP") No. **23-2494-2ARA** Supplemental Digital Curriculum (Middle & High School Mathematics Courses) for Tier I, Tier II and Tier III Instruction for Henrico County Public Schools

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME):	
DeltaMath Solutions Inc.	
ADDRESS:	
2005 Palmer Ave #1094	Text
Larchmont, NY 20538	
FEDERAL ID NO:	83-2374034
SIGNATURE:	
NAME OF PERSON SIGNING (PRINT):	Ben Peled
TITLE:	Vice President
TELEPHONE:	(917) 434-8916
FAX:	n/a
EMAIL ADDRESS:	orders@deltamath.com
DATE:	3/28/2023

ATTACHMENT B BUSINESS CATEGORY CLASSIFICATION FORM

Company Legal Name: **DeltaMath Solutions Inc.**

This form completed by: Signature: _____ Title: **Vice President**

Date: **3/28/2023**

PLEASE SPECIFY YOUR **BUSINESS CATEGORY** BY CHECKING THE APPROPRIATE BOX(ES) BELOW.

(Check all that apply.)

- ☒ **SMALL BUSINESS**
- ☐ **WOMEN-OWNED BUSINESS**
- ☐ **MINORITY-OWNED BUSINESS**
- ☐ **SERVICE-DISABLED VETERAN**
- ☐ **EMPLOYMENT SERVICES ORGANIZATION**
- ☐ **NON-SWaM (Not Small, Women-owned or Minority-owned)**

SUPPLIER REGISTRATION – The County of Henrico encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia's electronic procurement portal, <http://eva.virginia.gov>.

eVA Registered? ☒ **Yes** ☐ **No**

If certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certification number and expiration date.
_____ NUMBER _____ DATE

DEFINITIONS

For the purpose of determining the appropriate business category, the following definitions apply:

"Small business" means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

"Women-owned business" means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

"Minority-owned business" means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

"Minority individual" means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

"Service disabled veteran business" means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

"Service disabled veteran" means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

"Employment services organization" means an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department of Aging and Rehabilitative Services.

ATTACHMENT C
Virginia State Corporation Commission (SCC)
Registration Information

The Offeror:

☐ is a corporation or other business entity with the following SCC identification number:

-OR-

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☒ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contracts with Virginia and describes why those contracts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids: ☐

ATTACHMENT D
PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

NAME OF OFFEROR: **DeltaMath Solutions Inc.**

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Va. Code § 2.2-4342(F) in writing, either before or at the time the data or other materials are submitted. The Offeror must specifically identify the data or materials to be protected including the section(s) of the proposal in which it is contained and the pages numbers, and state the reasons why protection is necessary. A summary of trade secrets and proprietary information submitted shall be submitted on this form. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. Va. Code § 2.2-4342(F) prohibits an Offeror from classifying an entire proposal, any portion of a proposal that does not contain trade secrets or proprietary information, line item prices, or total proposal prices as proprietary or trade secrets. If, after being given reasonable time, the Offeror refuses to withdraw such classification(s), the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE
Financial Statements	46-50	Our financial statements are trade secrets.

ATTACHMENT E
COUNTY OF HENRICO
INSURANCE SPECIFICATIONS

The following insurance coverages and limits are required in order to provide goods, services, construction, professional and non-professional services to Henrico County general government agencies and Henrico County Public Schools. These requirements are specific to this procurement and may or may not be the same for future requests.

Please be sure and review the Additional Requirements Section

The Successful Bidder/Offeror shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Bidder/Offeror, and shall deliver a Certificate of Insurance from carriers licensed to do business in the Commonwealth of Virginia and that is representative of the insurance policies. The Certificate shall show that the policy has been endorsed to add the County of Henrico and Henrico County Public Schools named as an additional insured for the Commercial General Liability coverage. ***The certificate must not show in the description of operations section that it is issued specific to any bid, job, or contract.*** The coverage shall be provided by a carrier(s) rated not less than "A-" with a financial rating of at least VII by A.M. Best or a rating acceptable to the County. In addition, the Successful Bidder/Offeror shall agree to give the County a minimum of 30 days prior notice of any cancellation or material reduction in coverage.

Workers' Compensation

Statutory Virginia Limits

Employers' Liability Insurance - \$100,000 for each Accident by employee
\$100,000 for each Disease by employee
\$500,000 policy limit by Disease

Commercial General Liability

\$1,000,000 each occurrence including contractual liability for specified agreement
\$2,000,000 General Aggregate (other than Products/Completed Operations)
\$2,000,000 General Liability-Products/Completed Operations
\$1,000,000 Personal and Advertising injury
\$ 100,000 Fire Damage Legal Liability

Business Automobile Liability – including owned, non-owned and hired car coverage

Combined Single Limit - \$1,000,000 each accident

Umbrella Liability

\$2,000,000 Per Occurrence and in the aggregate

Additional Requirements

In addition to the requirements above, the Successful Bidder/Offeror shall thoroughly review the scope of work that is included and if any of the following are included in the services that will be provided, the following additional insurance will be required, if required:

- ☐ **Professional Liability - \$2,000,000 Per Occurrence (or limit in accordance with Statute for Medical Professional)**
Required if the Scope includes providing advice or consultation including but not limited to; lawyers, bankers, physicians, programming, design (including construction design), architects & engineers and others who require extensive education and/or licensing to perform their duties.
- ☐ **Cyber Liability - \$2,000,000 Per Occurrence**
Required if the Scope includes the collection and electronic transmittal of Personal Health Insurance (PHI), or any other demographic data on individuals including but not limited to Name, Address, Social Security Numbers or any other sort of personally identifying information.
- ☐ **Abuse and Molestation Coverage - \$1,000,000 Per Occurrence**
Required if the scope of work includes the offering of professional or non-professional services to any child or student where one on one contact or consultation is to be provided.
- ☐ **Pollution Liability - \$1,000,000 Per Occurrence**
Required if the scope of work involves the use (other than in a motor vehicle) or removal of a substance or energy introduced into the environment that potentially has an undesired effect or affects the usefulness of a resource. These include, but are not limited to Asbestos, PCB's, Lead, Mold, and Fuels.
- ☐ **Explosion, Collapse & Underground Coverage (XCU)**
Required of a Contractor in limits equal to the General Liability Limit when the Scope includes any operations involving Blasting, any work underground level including but not limited to wires, conduit, pipes, mains, sewers, tanks, tunnels, or any excavation, drilling, or similar work.
- ☐ **Builders Risk Coverage**
Required if the scope of work includes the ground up construction of a structure. Limit of insurance shall be 100% of the completed value of the structure. For projects for the renovation of an existing structure, The County shall insure the Builder's Risk with the Contractor being responsible for the first \$10,000 of any claim.
- ☐ **Other as Specified Below**

NOTE 1:

The commercial general liability insurance shall include contractual liability. The contract documents include an indemnification provision(s). The County makes no representation or warranty as to how the Bidder/Offeror's insurance coverage responds or does not respond. Insurance coverages that are unresponsive to the indemnification provision(s) do not limit the Bidder/Offeror's responsibilities outlined in the contract documents.

NOTE 2:

The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. This insurance shall apply as primary insurance and non-contributory with respect to any other insurance or self-insurance programs afforded the County of Henrico and Henrico County Public Schools. This policy shall be endorsed to be primary with respect to the additional insured.

NOTE 3:

Title 65.2 of the Code of Virginia requires every employer who regularly employs three or more full-time or part-time employees to purchase and maintain workers' compensation insurance. If you do not purchase a workers' compensation policy, a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Virginia.

NOTE 4:

The Certificate Holder Box shall read as follows:

*County of Henrico
Risk Management
PO Box 90775
Henrico, VA 23273*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Millennial Specialty Insurance LLC dba Founder Shield 114 E 25th St, Floor 4 New York, New York, 10010	CONTACT NAME: PHONE (A/C No. Ext): 646-854-1058 FAX (A/C No): E-MAIL ADDRESS: coi@foundersshield.com														
INSURED DeltaMath Solutions Inc. 2005 Palmer Avenue Larchmont, New York, 10538	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Hartford Underwriters Ins Co (Hartford)</td><td>30104</td></tr><tr><td>INSURER B : Underwriters at Lloyd's of London (CFC)</td><td>AA-1122000</td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Underwriters Ins Co (Hartford)	30104	INSURER B : Underwriters at Lloyd's of London (CFC)	AA-1122000	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Hartford Underwriters Ins Co (Hartford)	30104														
INSURER B : Underwriters at Lloyd's of London (CFC)	AA-1122000														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10SBMAU1VC8	11/09/2022	11/09/2023	<table><tr><td>EACH OCCURRENCE</td><td>\$1,000,000.00</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$1,000,000.00</td></tr><tr><td>MED EXP (Any one person)</td><td>\$10,000.00</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$1,000,000.00</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$2,000,000.00</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$2,000,000.00</td></tr></table>	EACH OCCURRENCE	\$1,000,000.00	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000.00	MED EXP (Any one person)	\$10,000.00	PERSONAL & ADV INJURY	\$1,000,000.00	GENERAL AGGREGATE	\$2,000,000.00	PRODUCTS - COMP/OP AGG	\$2,000,000.00
EACH OCCURRENCE	\$1,000,000.00																		
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000.00																		
MED EXP (Any one person)	\$10,000.00																		
PERSONAL & ADV INJURY	\$1,000,000.00																		
GENERAL AGGREGATE	\$2,000,000.00																		
PRODUCTS - COMP/OP AGG	\$2,000,000.00																		
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS <input type="checkbox"/> SCHEDULED ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input type="checkbox"/>	<input type="checkbox"/>	10SBMAU1VC8	11/09/2022	11/09/2023	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000.00</td></tr><tr><td>BODILY INJURY (Per person)</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td></td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000.00	BODILY INJURY (Per person)		BODILY INJURY (Per accident)		PROPERTY DAMAGE (Per accident)					
COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000.00																		
BODILY INJURY (Per person)																			
BODILY INJURY (Per accident)																			
PROPERTY DAMAGE (Per accident)																			
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	<input type="checkbox"/>	<input type="checkbox"/>				<table><tr><td>Each occurrence</td><td></td></tr><tr><td>Aggregate</td><td></td></tr></table>	Each occurrence		Aggregate									
Each occurrence																			
Aggregate																			
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIV OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	<input type="checkbox"/>				<table><tr><td><input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDEN</td><td></td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td></tr></table>	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		E.L. EACH ACCIDEN		E.L. DISEASE - EA EMPLOYEE		E.L. DISEASE - POLICY LIMIT					
<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER																			
E.L. EACH ACCIDEN																			
E.L. DISEASE - EA EMPLOYEE																			
E.L. DISEASE - POLICY LIMIT																			
B	Cyber Liability, Errors & Omissions	<input type="checkbox"/>	<input type="checkbox"/>	ESL0239527883	09/22/2022	09/22/2023	\$ 3,000,000 per occ \$3,000,000 in agg												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate Holder is included as an Additional Insured on the above referenced policy where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

County of Henrico Risk Management PO Box 90775 Henrico, VA 23273	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Doug Jones (Justworks) c/o Artex Risk Solutions, Inc. P.O. Box 13838 Scottsdale, AZ 85267	CONTACT NAME: Justworks Customer Success	
	PHONE (A/C, No, Ext): (888) 534-1711	FAX (A/C, No):
INSURED Justworks Employment Group LLC Labor Contractor, for co-employees of: DeltaMath Solutions Inc. PO Box 7119 Church Street Station New York, NY 10008-7119	E-MAIL ADDRESS: support@justworks.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: American Zurich Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC # 40142		

COVERAGES**CERTIFICATE NUMBER:** 22NY0171128692**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	WC 08-84-606-00	10/01/2022	06/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
	Location Coverage Period:			10/01/2022	06/01/2023	Client# 103272-NY

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors to:

DeltaMath Solutions Inc.
2005 Palmer Ave #1094
Larchmont, NY 10538

CERTIFICATE HOLDER**CANCELLATION**

County of Henrico
dba: Risk Management
PO Box 90775
Henrico, VA 23273

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

ATTACHMENT F
DIRECT CONTACT WITH STUDENTS

Name of Offeror: **DeltaMath Solutions Inc.**

Pursuant to Va. Code § 22.1-296.1, as a condition of awarding a contract for the provision of services that require the contractor or employees of the contractor to have direct contact with students on school property during regular school hours or during school-sponsored activities, the contractor shall provide certification of whether any individual who will provide such services has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child; or any crime of moral turpitude.

Any individual making a materially false statement regarding any such offense is guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction is grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

As part of this submission, I certify the following:

- ☐ ☒ **None of the individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of a violent felony set forth in the definition of “barrier crime” in Va. Code § 19.2-392.02(A); an offense involving the sexual molestation, physical or sexual abuse, or rape of a child;**

And (select one of the following)

☒ **None of the individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of any felony or any crime of moral turpitude.**

or

☐ **One or more individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities has been convicted of a felony or crime of moral turpitude that is not set forth in the definition of “barrier crime” in Va. Code § 19.2-392.02(A) and does not involve the sexual molestation, physical or sexual abuse, or rape of a child. (In the case of a felony conviction meeting these criteria, the contractor must submit evidence that the Governor has restored the individual’s civil rights.).**



Signature of Authorized Representative

Ben Peled

Printed Name of Authorized Representative

DeltaMath Solutions Inc.

Printed Name of Vendor

(if different than Representative)

LICENSE AGREEMENT ADDENDUM


The [County of Henrico, Virginia or County School Board of Henrico County, Virginia] (“**County**”) and [Licensor’s legal name], a [state] [corporation, limited liability company, etc.] (“**Licensor**”), are entering into [title of wrap around contract] (“**Agreement**”). Licensor has requested that its [title of Licensor's End User License Agreement, Terms of Service, or similar document] (“**Contract**”) be incorporated by reference into the Agreement. This License Agreement Addendum (“**LAA**”) (i) is attached to the Agreement and incorporated therein by reference, governing the use of all software licensed by the County thereunder (“**Software**”), and (ii) modifies and supersedes the Contract to the extent the Contract and the LAA are in conflict.

For good and valuable consideration, the parties agree as follows:

1. Certain provisions may appear in or be incorporated by reference into the Contract that the County does not accept. If any of the following provisions appear in the Contract, or if any provisions in the Contract have the effect of any of the following, such provisions are void, will not have any effect, and will not be enforceable against the County:
 - A. Requiring the application of the law of any place other than the Commonwealth of Virginia, United States of America in interpreting or enforcing the Contract;
 - B. Requiring or permitting that any dispute under the Contract be resolved in any court other than a state court of competent jurisdiction in Henrico County, Virginia;
 - C. Requiring any total or partial compensation or payment for lost profits or liquidated damages by the County if the Contract is terminated early;
 - D. Imposing any interest rate in excess of one percent per month or the default interest rate under Title 2, Chapter 43, Article 4 of the Code of Virginia, whichever is lower;
 - E. Requiring the County to maintain insurance for Licensor’s benefit;
 - F. Granting Licensor a security interest in any property of the County;
 - G. Requiring the County to indemnify, defend, or hold harmless Licensor or any entity or person for any act or omission of the County, including the County’s officers, agents, and employees;
 - H. Limiting or adding to the time period within which claims can be made or actions can be brought pursuant to Title 8.01, Chapter 3 of the Code of Virginia;
 - I. Restricting or prohibiting the County’s selection and approval of counsel or approval of any settlement;
 - J. Binding the County to any arbitration or otherwise committing the County to participate in any binding form of alternative dispute resolution;
 - K. Obligating the County to pay costs of collection or attorney’s fees;
 - L. Requiring any dispute resolution procedure(s) other than the default available under the Virginia Public Procurement Act;
 - M. Requiring the County to limit its rights or waive its remedies at law or in equity;
 - N. Establishing a presumption of severe or irreparable harm to Licensor by the actions or inactions of the County;
 - O. Limiting the liability of Licensor for property damage, death, or personal injury;
 - P. Capping the County’s damages or excluding types of damages available to the County;

- Q. Applying UCITA except as may be required by Section 59.1-501.15 of the Code of Virginia;
 - R. Not complying with all applicable federal, state, and local laws, regulations, and ordinances;
 - S. Requiring that the County waive any immunity to which it is lawfully entitled;
 - T. Requiring that the County, which is tax exempt, be responsible for payment of any taxes, duties, or penalties;
 - U. Obligating the County beyond approved and appropriated funding;
 - V. Permitting Licensor to unilaterally modify the Contract;
 - W. Having the Contract supersede agreements negotiated by the parties;
 - X. Renewing or extending the Contract beyond the term set forth in the Agreement or automatically renewing the Contract;
 - Y. Requiring the purchase of a new release, update, or upgrade of Software, or subsequent renewal or maintenance, in order for the County to receive or maintain the benefits of Licensor's indemnification of the County against any claims of infringement on any third-party intellectual property rights;
 - Z. Prohibiting the County from transferring or assigning to any entity the Contract or any license to Software granted pursuant to the Contract; or
 - AA. Making the County liable to pay Licensor's travel expenses, including transportation, meals, lodging, and incidental expenses, other than those explicitly approved by the County in advance.
2. Licensor represents and warrants that it is the owner of the Software or otherwise has the right to grant to the County the license to use the Software without violating or infringing any law, rule, regulation, copyright, patent, trade secret, or other proprietary right of any third party.
 3. Licensor agrees to indemnify, defend and hold harmless the County and the County's officers, agents, and employees, from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, that arise out of or result from: (i) any negligent act, negligent omission, or intentional or willful conduct of any employee, contractor, or agent of Licensor; (ii) any material breach of any representation, warranty, or covenant of Licensor; (iii) any defect in the Software; or (iv) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software.
 4. All payment obligations from the County under the Contract are subject to receipt of necessary appropriations from the Henrico County, Virginia Board of Supervisors. In the event of non-appropriation of funds for the items under the Contract, the County may terminate, in whole or in part, the Contract or any order for those goods or services for which funds have not been appropriated. This may extend to the renewal of maintenance services for only some of the licenses granted by Licensor. There will be no time limit for termination due to termination for lack of appropriations.
 5. If Licensor provides any update or upgrade subject to additional payment or subject to the acceptance of additional terms and conditions, the County will have the right to reject such update or upgrade.

- 6. The person signing below for Licensor represents and warrants that he or she is duly authorized to execute and deliver this LAA on Licensor’s behalf.
- 7. This LAA and the Agreement shall take effect simultaneously.
- 8. This LAA may be modified by the parties’ mutual agreement. Any modifications shall be reflected in a separate document.

[Licensor’s legal name]	[County of Henrico, Virginia or County School Board of Henrico County, Virginia]
 Signature	 Signature
Ben Peled, Vice President Printed Name and Title	[name] [title]
3/28/2023 Date	 Date

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

This Virginia School Data Privacy Agreement (“DPA”) is entered into by and between the

Henrico County Public Schools

(hereinafter referred to as “Division”) and

DeltaMath Solutions Inc.

(hereinafter referred to as “Provider”) on

3/28/2023

The Parties agree to the terms as stated herein.

RECITALS

WHEREAS, the Provider has agreed to provide the Division with certain digital educational services (“Services”) as described in Article I and Exhibit “A”; and

WHEREAS, in order to provide the Services described in Article 1 and Appendix A, the Provider may receive or create and the Division may provide documents or data that are covered by several federal statutes, among them, the Federal Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. 1232g and 34 CFR Part 99, Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. 6501-6502; Protection of Pupil Rights Amendment (“PPRA”) 20 U.S.C. 1232h; the Individuals with Disabilities Education Act (“IDEA”), 20 U.S.C. §§ 1400 *et. seq.*; and

WHEREAS, the documents and data transferred from Virginia Divisions and created by the Provider’s Services are also subject to several Virginia student privacy laws, including Code of Virginia § 22.1-289.01. *School service providers; school-affiliated entities; student personal information*; and § 22.1-287.02. *Students' personally identifiable information*.

WHEREAS, the Parties wish to enter into this DPA to ensure that the Services provided conform to the requirements of the privacy laws referred to above and to establish implementing procedures and duties.

WHEREAS, the Provider may, by signing the “General Offer of Privacy Terms” (Exhibit “E”), agree to allow other Local Educational Agencies (LEAs) in Virginia the opportunity to accept and enjoy the benefits of this DPA for the Services described herein, without the need to negotiate terms in a separate DPA.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Division Data (as defined in Exhibit “C”) transmitted to Provider from the Division pursuant to Exhibit “A”, including compliance with all applicable state privacy statutes, including the FERPA, PPRA, COPPA, IDEA, and Code of Virginia § 22.1-289.01. *School service providers; school-affiliated entities; student personal information*; and § 22.1-287.02. *Students' personally identifiable information*. In performing these services, to the extent Personally Identifiable Information (as defined in Exhibit “C”) from Pupil Records (as defined in Exhibit “C”) are transmitted to Provider from Division, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the Division. Provider shall be under the direct control and supervision of the Division.

2. **Nature of Services Provided.** The Provider has agreed to provide the following digital educational services described below and as may be further outlined in Exhibit “A” hereto:

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

Access to and use of deltamath.com, an online math teaching and learning platform, and the features of DeltaMath INTEGRAL.

3. **Division Data to Be Provided.** In order to perform the Services described in this Article and Exhibit “A”, Provider shall list the categories of data collected, managed or shared as described below or as indicated in the Schedule of Data, attached hereto as Exhibit “B”:

Please see “Exhibit B” below.

4. **DPA Definitions.** The definition of terms used in this DPA is found in Exhibit “C”. In the event of a conflict, definitions used in this DPA shall prevail over terms used in all other writings, including, but not limited to, a service agreement, privacy policies or any terms of service.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Division Data Property of Division.** All Division Data, user generated content or any other Pupil Records transmitted to the Provider pursuant to this Agreement is and will continue to be the property of and under the control of the Division, or to the party who provided such data (such as the student, in the case of user generated content.). The Provider further acknowledges and agrees that all copies of such Division Data or any other Pupil Records transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are also subject to the provisions of this Agreement in the same manner as the original Division Data or Pupil Records. The Parties agree that as between them, all rights, including all intellectual property rights in and to Division Data or any other Pupil Records contemplated per this Agreement shall remain the exclusive property of the Division. For the purposes of FERPA and state law, the Provider shall be considered a School Official, under the control and direction of the Divisions as it pertains to the use of Division Data notwithstanding the above. The Provider will cooperate and provide Division Data within ten (10) days at the Division’s request. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.
2. **Parent Access.** Provider shall cooperate and respond within ten (10) days to the Division’s request for personally identifiable information in a pupil’s records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Pupil Records of Division Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the Division, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** Provider shall, at the request of the Division, transfer Student Generated Content to a separate student account when required by the Code of Virginia § 22.1-289.01. School service providers; school-affiliated entities.
4. **Third Party Request.** Provider shall notify the Division in advance of a compelled disclosure to a Third Party, unless legally prohibited.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions pursuant to this DPA, whereby the Subprocessors agree to protect Division Data in manner consistent with the terms of this DPA.

ARTICLE III: DUTIES OF DIVISION

1. **Privacy Compliance.** Division shall provide data for the purposes of the DPA and any related contract in compliance with the FERPA, PPRA, IDEA, Code of Virginia § 22.1-289.01. School service providers; school-affiliated entities; student personal information; and § 22.1-287.02. Students' personally identifiable information, and all other applicable Virginia statutes.
2. **Parent Notification of Rights** Division shall ensure that its annual notice under FERPA defines vendors, such as the Provider, as "School Officials" and what constitutes a legitimate educational interest. The Division will provide parents with a notice of the websites and online services under this agreement for which it has consented to student data collection to on behalf of the parent, as permitted under COPPA
3. **Unauthorized Access Notification.** Division shall notify Provider promptly of any known or suspected unauthorized access. Division will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

- 1) **Privacy Compliance.** The Provider shall comply with all Virginia and Federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, Code of Virginia § 22.1-289.01. and § 22.1-287.02.
- 2) **Authorized Use.** Division Data shared pursuant to this DPA, including persistent unique identifiers, shall be used for no purpose other than the Services stated in this DPA and as authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Division Data or any portion thereof, including without limitation, any Division Data, metadata, user content or other non-public information and/or personally identifiable information contained in the Division Data, without the express written consent of the Division, unless it fits into the de-identified information exception in Article IV, Section 4, or there is a court order or lawfully issued subpoena for the information.
- 3) **Employee Obligations.** Provider shall require all employees and agents who have access to Division data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement.
- 4) **Use of De-identified Information.** De-identified information, as defined in Exhibit "C", may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). The Provider and Division agree that the Provider cannot successfully de-identify information if there are fewer than twenty (20) students in the samples of a particular field or category of information collected, *i.e.*, twenty students in a particular grade, twenty students of a particular race, or twenty students with a particular disability. Provider agrees not to attempt to re-identify de-identified Division Data and not to transfer de-identified Division Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

notice has been given to the Division who has provided prior written consent for such transfer.

- 5) **Disposition of Data.** Upon written request and in accordance with the applicable terms in subsections below, provider shall dispose or delete all division data obtained under this agreement when it is no longer needed for the purposes for which it was obtained. Disposition will include (1) the shredding of any hard copies of any Division data, (2) erasing, or (3) otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the service agreement authorizes provider to maintain Division data obtained under the service agreement beyond the time reasonably needed to complete the disposition. Provider shall provide written notification when the division data has been disposed. The duty to dispose of Division data shall not extend to data that has been de-identified or placed in a separate student account, pursuant to the terms of the agreement. The division may employ a request for return or deletion of Division data form, a copy of which is attached hereto as exhibit D. Upon receipt of a request from the division, the provider will immediately provide the division with any specified portion of the division data within ten (10) calendar days of the receipt of said request.
- a) **Partial Disposal During the Term of Service Agreement.** Throughout the term of the service agreement, Division may request partial disposal of Division data obtained under the service agreement that is no longer needed. Partial disposal of data shall be subject to Division's request to transfer data to a separate account, pursuant to Article II Section 3, above.
 - b) **Complete Disposal upon Termination of Service Agreement.** Upon termination of the service agreement provider shall dispose or securely destroy all division data obtained under the service agreement. Prior to disposal of the data, provider shall notify Division in writing of its option to transfer data to a separate account, pursuant to Article 2, Section 3, above. In no event shall provider dispose of data pursuant to this provision unless and until provider has received affirmative written confirmation from Division that data will not be transferred to a separate account.
- 6) **Advertising Prohibition.** Provider is prohibited from using or selling Division Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing or advertising efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to Client; or (d) use the Division Data for the development of commercial products or services, other than as necessary to provide the Service to Client. This section does not prohibit Provider from generating legitimate personalized learning recommendations or other activities permitted under Code of Virginia § 22.1-289.01.
- 7) **Penalties.** The failure to comply with the requirements of this agreement could subject Provider and any third party to all allowable penalties assessable against Provider under state and federal law. In the event the Family Policy Compliance Office of the U.S. Department of Education determines that Provider improperly disclosed personally identifiable information obtained from the Division's education records, the Division may not allow Provider access to the Division's education records for at least five years.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

ARTICLE V: DATA PROVISIONS

1. **Data Security.** The Provider agrees to maintain a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of student personal information and makes use of appropriate administrative, technological, and physical safeguards. The general security duties of Provider are set forth below. These duties shall include, but are not limited to:
 - a. **Passwords and Employee Access.** Provider shall secure and manage usernames, passwords, and any other means of gaining access to the Services or to Division Data, at levels suggested by NIST SP800-171 (Password complexity, encryption, and re-use) , NIST SP800-53 (IA control Family), and NIST 800-63-3 (Digital Identity), and NIST SP800-63B (Authenticator and Verifier Requirements) or equivalent industry best practices.
 - b. **Security Protocols.** Both parties agree to maintain security protocols that meet industry best practices in the collection, storage or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the DPA in a secure computer environment.
 - c. **Provider Employee Training.** The Provider shall provide annual security training to those of its employees who operate or have access to the system.
 - d. **Security Technology.** When the service is accessed using a supported web browser, FIPS 140-2 validated transmission encryption protocols, or equivalent technology shall be employed to protect data from unauthorized access. The service security measures shall follow National Institute of Standards and Technology (NIST) 800-171, or equivalent industry best practices.
 - e. **Periodic Risk Assessment.** Provider further acknowledges and agrees to conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner. Upon Division's written request, Service Provider shall make the results of findings available to the Division. The Division shall treat such audit reports as Provider's Confidential Information under this Agreement.
 - f. **Backups and Audit Trails, Data Authenticity and Integrity.** Provider will take reasonable measures, including all backups and audit trails, to protect Division Data against deterioration or degradation of data quality and authenticity. Provider shall be responsible for ensuring that Division Data is retrievable in a reasonable format.
 - g. **Subprocessors Bound.** Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Division Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this Article.
2. **Unauthorized Access or Data Breach.** In the event that Division Data are reasonably believed by the Provider or school division to have been disclosed (lost, accessed or obtained) in violation of the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) or other federal or state law

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

applicable to such information accessed or obtained by an unauthorized individual, Provider shall follow the following process:

- a. provide immediate notification to Division upon verification of the incident and allow the Division or its authorized representatives to fully participate in the investigation of the incident.
- b. notification will be provided to the contact(s) identified in ARTICLE VII, N: Notice, and sent via email and postal mail. Such notification shall include the
 - i. date, estimated date, or date range of the loss or disclosure;
 - i. Division Data that was or is reasonably believed to have been lost or disclosed;
 - ii. remedial measures taken or planned in response to the loss or disclosure.
- c. immediately take action to prevent further access;
- d. take all legally required, reasonable, and customary measures in working with Division to remediate the breach, which may include toll free telephone support with informed customer services staff to address questions by affected parties and/or provide monitoring services if necessary given the nature and scope of the loss or disclosure;
- e. cooperate with Division efforts to communicate to affected parties.
- f. provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by Division. If Division requests Provider's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to Provider, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above. If requested by Division, Provider shall reimburse Division for costs incurred to notify parents/families of a breach not originating from Division's use of the Service.
- g. the Provider shall indemnify and hold harmless the Division from and against any loss, claim, cost (including attorneys' fees) or damage of any nature arising from or in connection with the breach by the Provider or any of its officers, directors, employees, agents or representatives of the obligations of the Provider's or its Authorized Representatives under this provision or under a Confidentiality Agreement, as the case may be.

ARTICLE VI: GENERAL OFFER OF PRIVACY TERMS

The Provider may, by signing the attached Form of General Offer of Privacy Terms (General Offer attached hereto as Exhibit "E"), be bound by the terms of this DPA to any other Division who signs the acceptance in said Exhibit. The Form is limited by the terms and conditions described therein.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT
ARTICLE VII: MISCELLANEOUS

- A. **Term.** The Provider shall be bound by this DPA for so long as the Provider maintains or possesses any Division Data.
- B. **Termination.** In the event that either party seeks to terminate this DPA, they may do so by mutual written consent and as long as any service agreement or terms of service, to the extent one exists, has lapsed or has been terminated. The Division may terminate this DPA and any service agreement or contract in the event of a material breach of the terms of this DPA.
- C. **Data Transfer Upon Termination or Expiration.** Provider will notify the Division of impending cessation of its business and any contingency plans. Provider shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the Division. As mutually agreed upon and as applicable, Provider will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the Division, all such work to be coordinated and performed in advance of the formal, transition date.
- D. **Effect of Termination Survival.** If the DPA is terminated, the Provider shall destroy all of Division's data pursuant to Article V, section 5(b). The Provider's obligations under this agreement shall survive termination of this Agreement until all Division Data has been returned or Securely Destroyed.
- E. **Priority of Agreements.** This DPA supersedes all end user and "click-thru" agreements. In the event there is conflict between the terms of the DPA and any other writing, such as service agreement or with any other bid/RFP, terms of service, privacy policy, license agreement, or writing, the terms of this DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of any other agreement shall remain in effect.
- F. **Amendments.** This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both parties
- G. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
- H. **Governing Law; Venue and Jurisdiction.** This agreement will be governed by and construed in accordance with the laws of the state of Virginia, without regard to conflicts of law principles. Each party consents and submits to the sole and exclusive jurisdiction to the state and federal courts for the county of the initial subscribing division or the division specified in exhibit E as applicable, for any dispute arising out of or relating to this agreement or the transactions contemplated hereby.
- I. **Authority.** Provider represents that it is authorized to bind to the terms of this Agreement, including

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

confidentiality and destruction of Division Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Division Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Division Data and portion thereof stored, maintained or used in any way.

- J. Waiver.** No delay or omission of the Division to exercise any right hereunder shall be construed as a waiver of any such right and the Division reserves the right to exercise any such right from time to time, as often as may be deemed expedient.
- K. Successors Bound:** This DPA is and shall be binding upon the respective successors in interest to provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.
- L. Electronic Signature:** The parties understand and agree that they have the right to execute this Agreement through paper or through electronic signature technology, which is in compliance with Virginia and Federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature.
- M. Notice.** All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, facsimile or e-mail transmission (if contact information is provided for the specific mode of delivery), or first class mail, postage prepaid, sent to the designated representatives before:

a. Designated Representatives

The designated representative for the Provider for this Agreement is:

Name: **Ben Peled**
Title: **Vice President**
Address: **2005 Palmer Ave #1094, Larchmont, NY 10538**
eMail: **ben@deltamath.com**
Phone: **(917) 434-8916**

The designated representative for the Division for this Agreement is:

Name: **Brian Maddox**
Title: **Director of Technology**
Address: **3820 Nine Mile Road**
eMail: **bemaddox@henrico.k12.va.us**
Phone: **804-328-5200**

- b. Notification of Acceptance of General Offer of Terms.** Upon execution of Exhibit E General Offer of Terms, subscribing Division shall provide notice of such acceptance in writing and given by personal delivery or email transmission (if contact information

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

is provided for the specific mode of delivery), or first-class mail, postage prepaid, to the designated representative below the designated representative for the notice of acceptance of the general offer of privacy terms is named title contact information.

Name: **Ben Peled**
Title: **Vice President**
Address: **2005 Palmer Ave #1094, Larchmont, NY 10538**
eMail: **ben@deltamath.com**
Phone: **(917) 434-8916**

[Signature Page Follows]

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Virginia Student Data Privacy Agreement as of the last day noted below.

Provider Signature 

Date: 3/23/2023
Printed Name: Ben Peled
Title: Vice President

Division Signature

Date: _____
Printed Name: _____
Title: _____

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT "A"

DESCRIPTION OF SERVICES

[INSERT DETAILED DESCRIPTION OF PRODUCTS AND SERVICES HERE. IF MORE THAN ONE PRODUCT OR SERVICE IS INCLUDED, LIST EACH PRODUCT HERE]

Access to and use of deltamath.com, an online math teaching and learning platform, and the features of DeltaMath INTEGRAL.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT “B”

SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	<input checked="" type="checkbox"/>
	Other application technology meta data-Please specify:	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application	<input checked="" type="checkbox"/>
Assessment	Standardized test scores	<input type="checkbox"/>
	Observation data	<input type="checkbox"/>
	Other assessment data-Please specify:	<input type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>
Communications	Online communications that are captured (emails, blog entries)	<input type="checkbox"/>

Conduct	Conduct or behavioral data	
Demographics	Date of Birth	<input type="checkbox"/>
	Place of Birth	<input type="checkbox"/>
	Gender	<input type="checkbox"/>
	Ethnicity or race	<input type="checkbox"/>
	Language information (native, preferred or primary language spoken by student)	<input type="checkbox"/>
Enrollment	Other demographic information-Please specify:	<input type="checkbox"/>
	Student school enrollment	<input type="checkbox"/>
	Student grade level	<input type="checkbox"/>
	Homeroom	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>
	Year of graduation	<input type="checkbox"/>
	Other enrollment information-Please specify:	<input type="checkbox"/>
Parent/Guardian Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

Parent/ Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>
Parent/ Guardian Name	First and/or Last	<input type="checkbox"/>
Schedule	Student scheduled courses	<input type="checkbox"/>
	Teacher names	<input type="checkbox"/>
Special Indicator	English language learner information	<input type="checkbox"/>
	Low income status	<input type="checkbox"/>
	Medical alerts /health data	<input type="checkbox"/>
	Student disability information	<input type="checkbox"/>
	Specialized education services (IEP or 504)	<input type="checkbox"/>
	Living situations (homeless/ foster care)	<input type="checkbox"/>
	Other indicator information- Please specify:	<input type="checkbox"/>
Student Contact Information	Address	<input type="checkbox"/>
	Email	<input checked="" type="checkbox"/>
	Phone	<input type="checkbox"/>
Student Identifiers	Local (School district) ID	<input type="checkbox"/>

	number	<input type="checkbox"/>
	State ID number	<input type="checkbox"/>
	Provider/App assigned student ID number	<input checked="" type="checkbox"/>
	Student app username	<input checked="" type="checkbox"/>
	Student app passwords	<input checked="" type="checkbox"/>
Student Name	First and/or Last	<input checked="" type="checkbox"/>
Student In App Performance	Program/appli- cation performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input checked="" type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input type="checkbox"/>
Student work	Student generated content; writing, pictures etc.	<input type="checkbox"/>
	Other student	<input type="checkbox"/>

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

	work data - Please specify:	<input checked="" type="checkbox"/>
	Answers to math problems	
Transcript	Student course grades	<input type="checkbox"/>
	Student course data	<input type="checkbox"/>
	Student course grades/performance scores	<input type="checkbox"/>
	Other transcript data -Please specify:	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>

	Other transportation data -Please specify:	<input type="checkbox"/>
Other	Please list each additional data element used, stored or collected by your application	<input type="checkbox"/>

No Student Data Collected at this time ☐.
 *Provider shall immediately notify LEA if this designation is no longer applicable.

OTHER: Use this box, if more space needed.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT “C”

DEFINITIONS

Data Breach means an event in which Division Data is exposed to unauthorized disclosure, access, alteration or use.

Division Data includes all business, employment, operational and Personally Identifiable Information that Division provides to Provider and that is not intentionally made generally available by the Division on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and student, employees, and personnel data, user generated content and metadata but specifically excludes Provider Data (as defined in the Contract).

De-Identifiable Information (DII): De-Identification refers to the process by which the Provider removes or obscures any Personally Identifiable Information (“PII”) from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them. Anonymization or de-identification should follow guidance equivalent to that provided by U.S Department of Education publication “Data De-identification: An Overview of Basic Terms” or NISTIR Special Publication (SP) 8053 De-Identification of Personally Identifiable Information. The Provider’s specific steps to de-identify the data will depend on the circumstances, but should be appropriate to protect students. Some potential disclosure limitation methods are blurring, masking, and perturbation. De-identification should ensure that any information when put together cannot indirectly identify the student, not only from the viewpoint of the public, but also from the vantage of those who are familiar with the individual. Information cannot be de-identified if there are fewer than twenty (20) students in the samples of a particular field or category, *i.e.*, twenty students in a particular grade or less than twenty students with a particular disability.

Indirect Identifiers: Any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty

Personally Identifiable Information (PII): The terms “Personally Identifiable Information” or “PII” shall include, but are not limited to, student data, staff data, parent data, metadata, and user or pupil-generated content obtained by reason of the use of Provider’s software, website, service, or app, including mobile apps, whether gathered by Provider or provided by Division or its users, students, or students’ parents/guardians, including “directory information” as defined by §22.1-287.1 of the Code of Virginia“.

PII includes, without limitation, at least the following:

- Staff, Student or Parent First, Middle and Last Name
- Staff, Student or Parent Telephone Number(s)
- Discipline Records
- Special Education Data
- Grades
- Criminal Records

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

- Health Records
- Biometric Information
- Socioeconomic Information
- Political Affiliations
- Text Messages
- Student Identifiers Photos
- Videos
- Grade
- Home Address Subject
- Email Address
- Test Results
- Juvenile Dependency Records Evaluations
- Medical Records
- Social Security Number
- Disabilities
- Food Purchases
- Religious Information Documents
- Search Activity
- Voice Recordings
- Date of Birth
- Classes
- Information in the Student's Educational Record
- Information in the Student's Email

Provider: For purposes of the DPA, the term “Provider” means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records.

Pupil Generated Content: The term “pupil-generated content” means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

Pupil Records: Means both of the following: (1) Any information that directly relates to a pupil that is maintained by Division and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other local educational Division employee.

Securely Destroy: Securely Destroy means taking actions that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards of Technology (NIST) SP 800-88 Appendix A guidelines relevant to sanitization of data categorized as high security. All attempts to overwrite magnetic data for this purpose must utilize DOD approved methodologies.

School Official: For the purposes of this Agreement and pursuant to 34 CFR 99.31 (B), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

Student Data: Student Data includes any data, whether gathered by Provider or provided by Division or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information.

Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of Virginia and Federal laws and regulations. Student Data as specified in Exhibit B is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services. Anonymization or de-identification should guidance equivalent to that provided by U.S Department of Education publication "Data De-identification: An Overview of Basic Terms" or NISTIR Special Publication (SP) 8053 De-Identification of Personally Identifiable Information.

Student Generated Content: Alternatively known as user-created content (UCC), is any form of content, such as images, videos, text and audio, that have been created and posted by student users on online platforms.

Subscribing Division: A Division that was not party to the original Services Agreement and who accepts the Provider's General Offer of Privacy Terms.

Subprocessor: For the purposes of this Agreement, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than Division or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to PII.

Third Party: The term "Third Party" means an entity that is not the Provider or Division.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

[Name or Division or Division] directs [Name of Company] to dispose of data obtained by Provider pursuant to the terms of the DPA between Division and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

☐ Disposition is Complete. Disposition extends to all categories of data.

☐ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

[Insert categories of data]

2. Nature of Disposition

☐ Disposition shall be by destruction or secure deletion of data.

☐ Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

[Insert or attach special instructions.]

3. Timing of Disposition

Data shall be disposed of by the following date:

☐ As soon as commercially practicable

☐ By (Insert Date)

4. Signature of Authorized Representative of Division

BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

5. Verification of Disposition of Data

BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

OPTIONAL: EXHIBIT "E" GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and the Division to any other school division ("Subscribing Division") who accepts this General Offer through its signature below. The Provider agrees that the information on the next page will be replaced throughout the Agreement with the information specific to the Subscribing Division filled on the next page for the Subscribing Division. This General Offer shall extend only to privacy protections and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing Division may also agree to change the data provided by Division to the Provider to suit the unique needs of the Subscribing Division. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products subject listed in the Originating Service Agreement; or (3) after three years from the date of Provider's signature to this form. Provider shall notify the Division in the event of any withdrawal so that this information may be transmitted to the Subscribing Divisions.

BY: 

Date: 3/28/2023

Printed Name: Ben Peled

Title/Position: Vice President

2. Subscribing Division

A Subscribing Division, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing Division's individual information is contained on the next page. The Subscribing Division and the Provider shall therefore be bound by the same terms of this DPA.

BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

TO ACCEPT THE GENERAL OFFER THE SUBSCRIBING DIVISION MUST DELIVER THIS SIGNED EXHIBIT TO THE PERSON AND EMAIL ADDRESS LISTED BELOW

BY: 

Date: 3/28/2023

Printed Name: Ben Peled

Title/Position: Vice President

Email Address orders@deltamath.com



Tab 2

Statement of the Scope

RFP No: 23-2494-2ARA

Statement of Scope

It's our understanding that you're in need of an interactive online solution for teaching and learning mathematics that provides both a scaffolded approach for students in need of additional support and/or exceptional students who are ready to move forward. You'd in particular like an approach addressing fluency in number sense/computational fluency/problem solving, etc. as aligned to VDOE standards that addresses Tier II and Tier III students while also engaging students in Tier I and allowing teachers to monitor student progress.

You're in search of an easy-to-use intuitive interface available online that would allow for LTI as a mode of integration (ideally via Schoology) and/or via Clever; preferably a SaaS solution hosted on AWS or Azure.



Tab 3

Offeror Qualification

RFP No: 23-2494-2ARA

Qualifications, Experience, Resumes, and Financial Capability

Qualifications

Zach Korzyk created DeltaMath in 2009 as an online software to meet the needs of the students in his own New York City classroom. In its first full year of operations, DeltaMath was used by 100 teachers and 5,000 students. Over the ensuing years, working nights, weekends, and summers, Zach painstakingly added content and features. For much of its existence, product growth was driven entirely by word-of-mouth, with the user-base centered in New York City and New York state, particularly in its earliest years/form. At present the platform is in use nation and even worldwide, with exponential year-over-year growth in user base.

By 2019-2020, operating on word of mouth alone, the site had grown to over 100,000 teacher and 4 million student users. In February of that year, Zach left the classroom to devote himself to running the site full time as a business. Over the last 12 months, we've have grown to 7.5 million unique student users and have launched DeltaMath INTEGRAL, which includes access to student help videos, teacher test creation, teacher problem creation, Print to PDF, Admin Portal features, and more.

Deltamath.com is now one of the top 1000 websites in the USA on the basis of total visits, according to rankings published by www.similarweb.com.

Experience with Projects of this Magnitude

We contract with more 3,400 schools in the United States and worldwide (including American schools in Europe, South America, and China). Some of the larger districts that we've contracted with include:

Arlington County Public Schools (VA)
Augusta County Public Schools (VA)
Fauquier County Public Schools (VA)
Lynchburg City Public Schools (VA)
Norfolk City Public Schools (VA)
Nottoway County Public Schools (VA)
Powhatan County Public Schools (VA)
Prince George County Public Schools (VA)
Stafford County Public Schools (VA)
York County Public Schools (VA)
Montgomery County Public Schools (MD)
Gwinnett County Public Schools (GA)

Howard County Public Schools (MD)
Forsyth County School District (GA)
Cherokee County Schools (GA)
Union County Public Schools (KY)
Clovis Unified School District (CA)
Antelope Valley Union High School District (CA)
Keller Independent School District (TX)
Rutherford County School District (TN)
Oxnard Union High School District (CA)
Amarillo Independent School District (TX)
Richmond County School District (GA)
Pasadena Independent School District (TX)
District of Columbia Public Schools (DC)
Carroll County Public Schools (MD)
Fullerton Joint Union High (CA)
Irvine Unified School District (CA)
Tempe Union High School District (AZ)
Yes Prep Public Schools Inc (TX)
Yonkers City School District (NY)
Coweta County School District (GA)
Edmond Public Schools (OK)
Tolleson Union High School District (AZ)
Puyallup School District (WA)
Shawnee Mission Unified SD 512 (KS)
Galena Park Independent School District (TX)
McAllen Independent School District (TX)
Iredell-Statesville Schools (NC)
Redlands Unified School District (CA)
Pearland Independent School District (TX)
Boise Independent District (ID)

Experience with Development of Digital Content aligned to VSOL's

Our content is fully aligned to VSOL's. Our platform also allows teachers the freedom to develop their own content specific to standards or their individual students via our Create Your Own Problem feature.

Number of Employees Proposed

Ours is a small staff. We would propose 3 staff-members be available for this project — myself (Ben Peled), Zach Korzyk, and Corey Connor, who handles integrations. Resumes to follow.

ZACH KORZYK510 Hommocks Road • Larchmont, NY 10538 • (518) 469-4459 • korzyk@gmail.com

EDUCATION & CERTIFICATIONS**Bard College**

M.A.T. in Secondary Mathematics Education

Research Project: Patterns of Fibonacci Sequences Modulo m**Certification:** NY State Professional Certificate Grades 7-12**GPA:** 3.92**Annandale-on-Hudson, NY**

2006 – 2007

Boston College, College of Arts and Sciences, Cum Laude**Majors:** B.S Computer Science, B.A. Theatre Arts**Minor:** Mathematics**Honors:** Dean's list all 8 semesters**GPA:** 3.67**Chestnut Hill, MA**

2002 – 2006

CEO and Founder of DeltaMath Solutions Inc.

2009 – Present

- A math content and problem delivery program with over 6 million student accounts.
- Over 1,500 different algorithmically generated, standards aligned problem types
- 1.4 billion math problems have been solved by students dating back to 2009
- Students receive immediate feedback and their responses are automatically graded
- Students are able to try unlimited problems until they earn 100%
- Interactive exercises and animations are designed to help build a conceptual understanding

TEACHING EXPERIENCE**Manhattan Village Academy***Mathematics Teacher***New York, NY**

2007 – Present

- Experience teaching project and essay based math portfolio course
- Taught Math B, Algebra 2 / Trig, Pre-Calculus, SAT Math, Algebra 2 Common Core, AP Computer Science and AP Calculus:
 - Algebra 2 Common Core 2016: 100% pass rate and 37% mastery
 - Algebra 2 Common Core 2017: 100% pass rate and 53% mastery
- Dedicated to come in for Saturday Academy and after school sessions to help students
- Official school mentor for first year math teacher 2010-2011, 2013-2014 & 2015-2016 school years
- Mentored four Math for America pre-service apprentices Fall 2012 and Fall 2013

School Leadership Roles:

- Sole math teacher on the school Professional Development committee: 2012 – Present
 - Plan weekly school wide and math department PD sessions.
- 11th Grade Team Leader: 2012 – 2015
 - Run twice weekly meetings with all 11th grade teachers
 - Develop an agenda and help to set grade-wide priorities
 - Meet with other team leaders and the principal on a regular basis to discuss and plan school-wide issues.
- Math Department Team Leader: 2010 – Present
 - Point person in Math department meetings
 - Liaison between math teachers and the principal
- Member of the Measure of Student Learning Committee: 2014 – Present
 - Work together with teachers and principal to decide which assessments will apply towards teachers' evaluations
- Member of Manhattan Village Academy Consultative Committee 2015 – Present
-

PROFESSIONAL DEVELOPMENT**Math for America** 2006 – Present

- Math for America Newton Fellow 2006 – 2011
- Math for America Master Teacher Fellowship 2011 – 2015
- Math for America Master Teacher Fellowship 2015 – 2019
- Facilitated the Algebra 2 Common Core Professional Learning Team for twelve teachers Fall & Spring semesters 2015 – 2016 school year
- Participate in various Professional Learning Teams and Mini-Courses
- Co-facilitated and co-planned a full day Election Day Professional Development on the Common Core Standards and the Illustrative Mathematics website with Kristen Umland in 2013.
- Presented “DeltaMath Introduction and Best Practices” single session workshop in 2017

Park City Mathematics Institute 2009 & 2010

- Attended full three week sessions on consecutive summers in Park City Utah
- Developed higher mastery of mathematical content and discussed how to apply them in a classroom.

PRESENTATIONS & WORKSHOPS**Master Teachers on Teaching (MT²)** 2014

- Ten minute presentation titled “Intuitive Transformations: Beyond the Rules” at Math for America hosted event with six other presenters.
- Demonstrated to over 150 math teachers interactive technologies that I created on DeltaMath.com to help students gain a more intuitive understanding of transformations.

DeltaMath Presentations 2015 – 18

- Presented “Introduction to DeltaMath” at the Ten County Math Conference (2017)
- Presenting “Introduction to DeltaMath” at the Math for America “Summer Think” (2017)
- Presented “Getting the Most Out of Delta Math” at the NYC School Technology Summit (2015)
- Shared best practices and highlight how Delta Math can give students both procedural fluency and a better grasp of deeper concepts.
- Upcoming DeltaMath presentation at “Twitter Math Camp” 2018 in Cleveland, OH.

Programmer Workshops 2013

- Created a system where math teachers could program their own problem types on DeltaMath.com
- Held approximately ten sessions at Math for America training about 20 teachers in writing programs to make algorithmically generated problems on my system
- Continually work with many of them in person and through email to push their limits of creativity and technical skill

Education:

Columbia University/Teachers College: M.A. in Math Education (7-12), October 2007

Math for America Fellow

New York University: M.F.A. in English (Fiction Writing), May 2002

Indiana University-Bloomington: B.A. with Highest Distinction, May 1999

Triple Major: Comparative Literature, French, Chemistry (minors in Hebrew and Math)

Phi Beta Kappa, Herman B. Wells Scholar

Significant experience:

Vice President and Director of Curriculum, DeltaMath Solutions Inc., Larchmont, NY, 4/20-

Write and organize curriculum for one of the nation's most rapidly growing math learning and enrichment website, creating modules/content in middle school mathematics, grades 6-12. Also serve in a project management role, supervising content coding and development.

Consultant, Metamorphosis Teaching and Learning Communities, New York, NY 9/14-3/20

Provided on-site coaching to math teachers, nationally, but particularly in the NYC/Tri-State area, grades 3-12. Facilitated workshops on rich tasks, proportional reasoning, algebra, and mathematical routines to build a learning culture. Assisted in development of curricula.

Adjunct Faculty, New York University, Steinhardt School of Education, New York, NY, 1/15-

Teach/have taught the teaching of Pre-Calculus and Trigonometry and Geometry.

Adjunct Faculty, Fordham University Graduate School of Education, New York, NY 1/14-

Teach/have taught methods courses in Secondary Math and STEM inquiry.

Math Teacher, Millennium High School, New York, NY, 8/07-6/14

Taught: AP Calculus, Precalculus, Algebra II, Geometry, and (briefly) Algebra I. Nominated for Blackboard Teaching Award (2011). Math for America Master Teacher (2011-2014).

Math Department Chair ('09-'14): facilitated department meetings, maintained and developed curricula, provided one-on-one coaching. Served on Principal's Cabinet.

English/French Teacher, American Training and LXS, Buenos Aires, Argentina 3/05-5/06

Taught English and French to businesspeople, both on- and off-site. All levels.

English/French Teacher, Universidad José Vasconcelos, Oaxaca, Mexico 8/03-12/04

Taught English — all levels — and beginning French courses to undergraduate students.

English Teacher, Cambridge Academy, Oaxaca, Mexico 2/03-8/03

Adjunct Instructor, New York University, New York, NY 1/02-5/02


Designed and taught an introductory course in creative writing.

English Teacher (assistant), Lycée Suger, Saint-Denis, France 10/99-4/00

English Teacher, Centro Boliviano-Americano, Santa Cruz de la Sierra, Bolivia 5/99-9/99

Corey Connor

Senior Software Engineer

 corey@deltamath.com

EXPERIENCE

SENIOR SOFTWARE ENGINEER, NY

DeltaMath Solutions Inc, April 2022–Present

- Lead Implementation of API Designs, Database maintenance, system architectures deployed over AWS and other cloud services
- Work collaboratively with business users to scope and define requirements.

SENIOR TECHNICAL LEAD, Wilton, CT

Ocean Partners USA, Inc, August 2015–April 2022

- Honed VBA / Excel / SharePoint skills introducing process automation into Business Processes
- Advanced to Senior Technical role facilitating communication and work implementation between Infrastructure / Software providers and key business stakeholders
- Lead small team in developing in house software solutions in NodeJS / TypeScript / Angular environment – all aspects end to end from design, programming, deployment and management of host servers.

SENIOR SIGNAL ANALYST, Manchester, CT

Instrument Manufacturing Company, IMCORP, May 2013–August 2015

- Developed strong digital signal theory and processing skills; developed and supported various applications using VBA, LabVIEW, SQL, PHP and JavaScript
- Responsibilities included data analysis, process improvement, Web Application development, interface and QA for major client.

RESEARCH ASSISTANT, PHYSICS/MATHEMATICS TUTOR, New Britain, CT

Central Connecticut State University, August 2011–May 2013

- Performed device configuration, LabVIEW programming and test circuit construction for computer controlled data acquisition
- Improved laboratory technique, self-taught LabVIEW and IEEE-488 protocols
- Mentored college age students for introductory Physics & Mathematics courses.

EDUCATION

BACHELOR OF SCIENCE IN PHYSICS AND MATHEMATICS, New Britain, CT

Central Connecticut State University, June 2013

SKILLS

TypeScript

JavaScript

SQL

MongoDB

VBA

HTML

CSS

Python

PowerShell

GitHub

Financial Statements

For evidence of financial stability, we're providing 2022's Balance Sheet and P+L.

REDACTED



DeltaMath

Tab 4

Service Approach and Implementation

RFP No: 23-2494-2ARA

Service Approach and Implementation

Projected Project Schedule

We can provide you with access to an admin portal or portals as early as July 1st, 2023. We should be ready to provide LTI/Schoology integration on a similar timeframe.

Terms of Service

To follow are our standard terms of service, though these are negotiable.

DeltaMath's Terms of Service

Effective Date: November 16, 2022

Thank you for your interest in using the online services operated by DeltaMath ("DeltaMath", "we" or "us"). These Terms of Service ("Terms" or "Agreement") govern your use of DeltaMath's online services (the "Services"). Please continue reading to learn about the terms by which you may use our Services.

These Terms apply to all schools, school districts, or teachers (collectively referred to as "Schools") as well as students and parents, who use the Services; (collectively along with "Schools" referred to as "Users" or "you").

Any material change to these policies will be announced via a banner message displayed on this website.

By accessing or using the Services, creating an account, or by otherwise affirmatively stating your desire to use the Services, you signify that you have read, understood, and agree to be bound by this Agreement and to the collection and use of your information as set forth in the DeltaMath Privacy Policy, otherwise you may not use the Services. Because our Services change relatively often, the terms in this Agreement and our Privacy Policy may change too. Upon making changes, we will update the "Effective Date" found at the top of this page. Your continued use of the Services after any changes constitutes your acceptance of the new terms.

DeltaMath's Service

DeltaMath is an online math practice and learning site. Students will register with a teacher code and complete assignments made by their teacher.

As long as you are complying with all of the terms and conditions of this Agreement, DeltaMath gives you permission to access and use the Service. The Service is available for your personal, noncommercial use. We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop a Service altogether, including, for example, if you do not comply with this Agreement or if we are investigating suspected misconduct. We may also stop providing Service to you, or add or create new limits to our Service or restrict your access to all or part of the Service at any time without notice or liability.

In particular, individual teacher licenses, paid or unpaid, are intended for single-teacher use. We reserve the right to reach out to end-users and/or revoke access in cases where it appears more than one teacher is using an account without our prior consent.

The right to access and use the Service is revoked in jurisdictions where it may be prohibited, if any.

Refund Policy

Refunds for site or individual teacher licenses are available within one month (30 days) of purchase. Full or partial refunds are not available after that time, and in no case will unused licenses roll over to the next school year. Contact orders@deltamath.com to request a refund.

Personal Information and Student Data

The U.S. Children's Online Privacy and Protection Act ("COPPA") requires that online service providers obtain verifiable parental consent before collecting personal information from children under 13. If you are a School providing the Service to children under 13 (whether in the U.S. or elsewhere), you represent and warrant that you have received consent from parents, or have the authority to provide consent on behalf of parents, for us to collect information from students before allowing children under 13 to access DeltaMath Services. We recommend that all Schools provide appropriate disclosures to students and parents regarding their use of service providers such as DeltaMath.

When DeltaMath is used by a School for an educational purpose, DeltaMath may collect or have access to Student Data that is provided by the School or by the Student. "Student Data" is personal information that is directly related to an identifiable Student and may include "educational records" as defined by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232(g).

Confidentiality. DeltaMath agrees to treat Student Data as confidential and not to share it with third parties other than as described in these Terms, and in our Privacy Policy.

Student Data Access. You authorize DeltaMath to access or collect Student Data for the purpose of providing the Service. In the U.S., DeltaMath shall collect and process Student Data as a School Official with a legitimate educational interest pursuant to FERPA 34 CFR Part 99.31(a)(1).

Personal Information and Student Data Consents and Authority. If you are School User, you represent and warrant that you have provided appropriate disclosures to your School and to parents regarding your sharing such Personal Information with DeltaMath. Both Parties agree to uphold their obligations under the Family Educational Rights and Privacy Act ("FERPA"), the Protection of Pupil Rights Amendment ("PPRA"), and the Children's Online Privacy and Protection Act ("COPPA") and applicable State laws relating to student data privacy. DeltaMath relies on each School to obtain and provide appropriate consent and disclosures, if necessary, for DeltaMath to collect any Student Data, including the collection of Student Data directly from students under 13, as permitted under COPPA. You agree to comply with these Terms and all laws and regulations governing the protection of personal information, including children's information, and the sharing of student education records.

Use of Student Data. By submitting or providing us access to Student Data, you agree that DeltaMath may use the Student Data solely for the purposes of (i) providing the Service, (ii) improving and developing our Service, (iii) enforcing our rights under these Terms, and (iv) as permitted with the School's or the User's consent. DeltaMath shall not use Student Data to engage in targeted advertising.

Use of Anonymized Student Data. You agree that we may collect and use data derived from Student Data for our own purposes, such as for product development, research analytics, and marketing our Service, provided that such data will be de-identified and/or aggregated to reasonably avoid identification of a specific individual.

Use of Personal Information for Marketing. You agree that DeltaMath may provide information about new DeltaMath features and offerings to school or district administrative users and teachers from time to time, provided that such advertisements shall not be based on Student Data. For emphasis, and without limitation, DeltaMath shall never use Student Data to engage in targeted advertising, nor shall DeltaMath direct advertising to student users.

Third-Party Service Providers. You acknowledge and agree that DeltaMath may provide access to Student Data to our employees and service providers, which have a legitimate need to access such information in order to provide their services to us. We and our employees, affiliates, service providers, or agents involved in the handling, transmittal, and processing of Student Data will be required to maintain the confidentiality of such data.

Student Data Retention and Deletion Requests. DeltaMath retains Student Data, but for educational purposes only. Oftentimes students will want to refer back to their DeltaMath student accounts for college or other future courses. However, if a student does not utilize their account for a period of two years, their account and personally identifiable information will be deleted. Additionally, Schools may request that we delete Student Data in our possession at any time by providing such a request in writing. We shall respond to the deletion request as soon as possible, but in most instances within 45 days, other than for data stored on backup tapes which shall be deleted in the ordinary course of business. A Parent seeking to modify, correct, or delete personal information in a Student Account that is connected to an active School account will be instructed to contact the School to discuss data deletion or modification. We are not required to delete data that has been derived from Student Data so long as it has been anonymized such that it does not reasonably identify an individual.

Use License

The Service and the DeltaMath Technology are intended solely for the personal, non-commercial use of our users and may only be used in accordance with this Agreement. "DeltaMath Technology" means all past, present and future content of the Service, including, all the software, hardware and technology used to provide the Service (including DeltaMath proprietary code and third-party software), user interfaces, materials displayed or performed on the Service, such as text, graphics, articles, graphs, photographs, images, illustrations and the design, structure, sequence and "look and feel" of the Services, and all other intellectual property. DeltaMath Technology is protected by copyright and other intellectual property laws. You are not allowed to use, store, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, create derivative works from, display, license, sell or otherwise exploit the DeltaMath Technology for any purposes other than as expressly permitted under this Agreement. You will not decompile, reverse engineer, or otherwise attempt to obtain the source code of any DeltaMath Technology.

Using our Service does not give you ownership of any intellectual property rights in our Service or the DeltaMath Technology. You may not use content from our Services, unless you obtain permission from its owner or are otherwise permitted by law. Don't remove, obscure, or alter any copyright or other legal notices displayed in or along with our Services.

By using the Services, you agree not to do any of these things: (i) copy, distribute, or disclose any part of the Services in any medium, including but not limited to by any automated or non-automated "scraping"; (ii) use any automated system, including but not limited to "robots," "spiders," "offline readers," etc., to access the Services in a manner that sends more request messages to the DeltaMath servers than a human can reasonably produce in the same period of time by using a conventional online web browser; (iii) transmit spam, chain letters, or other

unsolicited email; (iv) attempt to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Services; (v) take any action that imposes, or may impose an unreasonable or disproportionately large load on our infrastructure; (vi) transmit any malicious software agents through the Services; (vii) collect or harvest any third-party personally identifiable information, including account names or Student Data (as defined above), from the Services; (viii) use the Services for any commercial solicitation purposes; (ix) impersonate another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfere with the proper working of the Services; (xi) access any content on the Services through any technology or means other than those provided or authorized by the Services; or (xii) bypass the measures we use to prevent or restrict access to the Services, including but not limited to features that prevent or restrict use or copying of any content or enforce limitations on use of the Services or related content.

Privacy

Your privacy is extremely important to us, and we take great care to limit what we collect and how we use it, and to enable you to understand our policies. Please read our Privacy Policy which explains how we treat your personal information and protect your privacy when you use our Service. By using our Service, you agree that DeltaMath can use such data in accordance with our Privacy Policy.

Passwords and Security

You are responsible for maintaining the confidentiality of your DeltaMath password, and you are solely responsible for all activities that occur under your password. You agree to immediately notify DeltaMath of any unauthorized use of your password or any other breach of security related to the DeltaMath Services. DeltaMath may require you to alter your password if we believe that your password is no longer secure.

Links

DeltaMath has not reviewed all of the sites linked to its website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by DeltaMath of the site. Use of any such linked website is at the user's own risk.

Modifications

DeltaMath may revise these terms of service for its website at any time without notice. By using this website you are agreeing to be bound by the then current version of these terms of service.

Disclaimer and Limitations of Liability

a. You agree that use of the DeltaMath services is at your sole risk. The DeltaMath services are provided on an “as is” and “as available” basis. DeltaMath expressly disclaims all warranties of any kind, whether express or implied, with respect to the DeltaMath services, including, but not limited to, the implied warranties of merchantability, fitness for a particular use or purpose, and non-infringement. You acknowledge that access to data and materials available through the DeltaMath services is not guaranteed and that DeltaMath will not be responsible to you for any loss of data or materials caused by the DeltaMath services or their unavailability. You understand and agree that any data, materials, services and/or information downloaded or otherwise obtained through the use of the DeltaMath services is done at your own discretion and risk and that you will be solely responsible for any damage arising therefrom.

b. Under no circumstances will DeltaMath or its officers, employees, directors, shareholders, agents, or licensors be liable under any theory of liability (whether in contract, tort, statutory, or otherwise) for any damages whatsoever, including direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of money, revenues, profits, goodwill, use, data or other intangible losses (even if such parties were advised of, knew of or should have known of the possibility of such damages), resulting from your (or anyone using your account's) use of the DeltaMath services.

c. If, notwithstanding these Terms, DeltaMath is found to be liable to you or any third party in connection with your use of the DeltaMath services, the total liability of DeltaMath and its officers, employees, directors, shareholders, agents, or licensors to you or to any third party is limited to one hundred U.S. Dollars (\$100).

d. Exclusions And Limitations. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent that DeltaMath may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of DeltaMath's liability will be the minimum permitted under such applicable law.

Indemnification

You agree to indemnify, defend, and hold harmless DeltaMath and its officers, directors, employees, consultants and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees) that such parties may incur as a result of or arising from your (or anyone using your account's) violation of these Terms. DeltaMath reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with DeltaMath's defense of such claim.

Termination

This Agreement shall remain in full force and effect while you use the Service. DeltaMath may suspend or terminate your access to the Service or your account at any time, for any reason (without cause or for your violation of any term of this Agreement), and without warning or notice, which may result in the loss of information associated with your account. Upon termination of your account, your right to use the Service will immediately cease. All provisions of this Agreement which, by their nature, should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

Miscellaneous

The failure of either party to exercise, in any respect, any right provided for herein shall not be deemed a waiver of any further rights hereunder. DeltaMath shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond DeltaMath's reasonable control. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by you except with DeltaMath's prior written consent. DeltaMath may transfer, assign or delegate this Agreement and its rights and obligations without restriction. This Agreement is governed by and construed in accordance with the laws of the State of New York without regard to the conflict of laws provisions thereof. To the extent any dispute arising from or relating to the subject matter of this Agreement is permitted to be brought in a court of law, such claim shall be subject to the exclusive jurisdiction of the state and federal courts located in New York County, New York, and for all purposes of this Agreement, you and DeltaMath consent to the exclusive jurisdiction and venue of such courts. Unless and solely to the extent that you or your Institution have a separate written agreement with DeltaMath that governs your use of the Service (in which case such agreement will control), we both agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes

and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that the Agreement may not be modified, except as otherwise provided herein. This Agreement and any subsequent versions of this Agreement posted to the Website will be deemed a writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind DeltaMath in any respect whatsoever.

Detailed Timeline

7/1 – DeltaMath will provide license access and Integrations.

7/1 and ongoing – PD available for teachers in getting started and making best use of DeltaMath in the classroom re Tier I, Tier II, and Tier III students



DeltaMath

Tab 5

Training and Professional Development

RFP No: 23-2494-2ARA

Training and Professional Development

Included Training/Professional Development

Help videos on general use of DeltaMath are online and available for use. At present those include video for teachers on basics like adding students and creating assignments as well as more complex tasks, like Creating Tests, Creating their own Problems, and Creating/Linking Test Corrections. There are detailed how-to videos within the Admin Portal to show admin users how to utilize features and run reports.

Virtual Professional Development for Teachers (Additional Cost)

We offer virtual professional development training for teachers at a cost of \$300 per hour. There is a minimum purchase of one 2-hour training session required. Professional Development sessions cover the set up and implementation of DeltaMath INTEGRAL. A 3-hour session would be ideal for addressing the needs of Tier II and Tier III students. These sessions can be school- or district-based and can accommodate up to 100 teachers at a time.



Tab 6

Technical Requirements

RFP No: 23-2494-2ARA

Technical Requirements

Evidence of Accommodation:

We currently service/maintain over 3.4 million active student accounts (measured as students who have logged on in the last month) on AWS servers. We shouldn't have any trouble scaling to cover the students of HCPS.

Account provisioning:

We've provided quotes with Clever Integration. Assuming that's the mode of delivery, teachers and students would be onboarded and rostered directly through Clever. We also have the option of providing a mode of rostering via Schoology/LTI.

Data exchange:

We would follow standard LTI 1.1 processes.

Limitations:

With purchase of a school and/or a district license, there are no limitations on teacher or student numbers for a given class.

Per-users bandwidth requirements:

We don't have exact data, but our best estimate is 128 kbps.

Average bandwidth per student required:

Again, we don't have exact data, but at 128 kbps, we can assume functional connections. That said, they would greatly improve at 1Mbps (particularly initial load times).

LTI Implementation:

We have implemented LTI 1.1, and integrate via Schoology.



Tab 7

Infrastructure and System Administration

RFP No: 23-2494-2ARA

Infrastructure and System Administration

We use scalable AWS servers. Details of the SLA can be found here:

<https://aws.amazon.com/ecr/sla/>

Re denial of service attacks, we make use of Amazon Cloudflare.

Amazon makes use of AES-256 encryption at rest, and we make use of SSL/TLS in transit. We rely on AWS for physical security. Student data is only accessible for legitimate educational purposes by employees who are given criminal background checks and are trained in relevant privacy laws both on hire and annually thereafter and using registered IP addresses. Passwords are salted and hashed.

We leverage AWS's SOC 2 Compliance which can be found here:

<https://aws.amazon.com/compliance/soc-faqs/>

Servers are automatically backed up weekly and monthly and retained, respectively, for 2 weeks and 2 months. We also have "point in time" restore capabilities to roll back to any given second in the last 3 days.

We estimate a minimum of 128 kbps in per-user internet bandwidth, with load times increasing (greatly) through 1 Mbps.

District data is not available outside the application and related integrations.

In the event that downtime should be required for system maintenance, it will be limited to the weekend. Subscribers would be notified at a minimum of 48 hours in advance. (This has not been required at any time in the last five years.)

Re system responsiveness, AWS has tools in place to warn of slowdowns or outages.

There are no limits on data storage.

In the event of a system outage, we would immediately activate a recovery environment, verify that required data is in place, network traffic has been redirected, and all required applications are functioning properly before returning to service.



Tab 8

Reporting and Monitoring

RFP No: 23-2494-2ARA

Reporting and Monitoring

Tools for Teachers

Teachers are provided with a number of internal data tools, including an **Assignment Summary**:

Assignment Summary



Period: Ap Calculus Period 7 ▾

				<div> AP Calculus Assignment 5 - Test Prep AP Calculus Quiz 2 Corrections Assignment 4 - Word Problem Units and Inter... AP Calculus Assignment 3 - Calculator Skills AP Calculus - Unit 4 Test Corrections AP Calculus Assignment 2 - Unit 4 Test Prep AP Calculus Quiz 1 Correction Second Semester A... </div>							
First	Last	Period	Avg	92%	94%	97%	98%	98%	95%	97%	90%
Camden	Haworth	Ap Calculus Period 7	94%	100%	100%	100%	100%	100%	100%	100%	50%
Jordan	Severson	Ap Calculus Period 7	100%	100%	100%	100%	100%	100%	100%	100%	100%
Isabella	Ashwoon	Ap Calculus Period 7	100%	100%	100%	100%	100%	100%	100%	100%	100%
Lauren	Bateman	Ap Calculus Period 7	98%	100%	100%	100%	82%	100%	100%	100%	100%
Parker	Bongard	Ap Calculus Period 7	100%	100%	100%	100%	100%	100%	100%	100%	100%
Khloe	Boyd	Ap Calculus Period 7	79%	15%	17%	100%	100%	100%	100%	100%	98%
Harper	Cannon	Ap Calculus Period 7	89%	60%	100%	100%	79%	100%	76%	100%	100%
Ruby	Cannon	Ap Calculus Period 7	100%	100%	100%	100%	100%	100%	100%	100%	100%
Makayla	Deitz	Ap Calculus Period 7	100%	100%	100%	100%	100%	100%	100%	100%	100%
Alexandra	DeLorenzo	Ap Calculus Period 7	100%	100%	100%	100%	100%	100%	100%	100%	100%
Aubrey	Dewalt	Ap Calculus Period 7	100%	100%	100%	100%	100%	100%	100%	100%	100%

Which lists all students in a given class periods and all assignments in the current term. (This view most closely mirrors a teacher gradebook.)

Teachers can also see more detailed views of individual student performance in assignment views, which breakdown student performance on individual skills or modules, including aggregate estimates of the amount of time students spent on a given assignment:

Title: Intro to graphing Lines



Visible columns ▾


			Grade	Complete	Line Equations from Point/Slope	Line Equation from Points (Graphically)	Lines from Two Points (Diagonal Only)	Time Estimate	Video Plays	
First	Last	Section	6.7%	6.7%	20%	0%	0%	0 hr 00 min	1	Last Improvement
P	Aster		0%	0%	0/5	0/5	0/5	0 hr 00 min	0	n/a
Peled	Random		20%	20%	3/5	0/5	0/5	0 hr 02 min	1	Mar 17, 02:51 pm
Esther	W		0%	0%	0/5	0/5	0/5	0 hr 00 min	0	n/a

Video Plays: 1 Time Watched: 4 minutes and 24 seconds

To bore down further, there are views of how students did on each *module*, or *skill*, with red X marks representing problems students got wrong and green checks to represent problems students got right. Each of these marks is clickable, allowing teachers to see student responses, with a time estimate available on mouseover and additional graphics to account for if and when students watched help videos.

Interpretation of Signed Numbers



First	Last	Period	Video	Record	Score	Errors	History
Sophie	Christensen	Grade 6 Honors Period 3	0%	3/3	3	0	Solved in 27 seconds
Julia	Ferry	Grade 6 Honors Period 3	0%	6/3	6	1	✗ ✓ ✗ ✓ ✓ ✓ ✓ ✓ ✓ ?
Charlotte	Hydinger	Grade 6 Honors Period 3	0%	3/3	3	1	✓ ✓ ✗ ✓ ✓ ?
Natalie	Kassing	Grade 6 Honors Period 3	0%	3/3	3	0	✓ ✓ ✓ ?
Grayson	Myers	Grade 6 Honors Period 3	0%	3/3	3	0	✓ ✓ ✓ ?
Xavier	Ostrander	Grade 6 Honors Period 3	0%	3/3	3	1	✗ ✓ ✗ ✓ ✓ ✓ ?
London	Reyes	Grade 6 Honors Period 3	0%	3/3	3	0	✓ ✓ ✓ ?
Connor	Rice	Grade 6 Honors Period 3	0%	3/3	3	0	✓ ✓ ✓ ?
Jocelyn	Schmitt	Grade 6 Honors Period 3	0%	5/3	5	1	✓ ✗ ✓ ✓ ✓ ✓ ✓ ?
Austin	Severson	Grade 6 Honors Period 3	0%	3/3	3	0	✓ ✓ ✓ ?
Lucy	Severson	Grade 6 Honors Period 3	0%	3/3	3	2	✓ ✗ ✓ ✗ ✓ ✓ ✓ ?
Sophie	Stahl	Grade 6 Honors Period 3	0%	3/3	3	0	✓ ✓ ✓ ?
Aria	Uflan	Grade 6 Honors Period 3	43%	3/3	3	1	✗ ✓ ✗  ✓ ✓ ✓ ?

Teachers can see individual student performance in depth through individual **student views**:

Francis Medina



Period: 1st Period Email: fmedina@edeltamath.com 

Total Problems: 622 Total Correct: 389 Percent: 62.5%

Video Plays: 20 Time Watched: 18 minutes and 12 seconds

Due Date	Assignment Title	Grade	Complete
<div><div></div><div>Dec 13, 8:00 am</div><div></div></div>	Math 8 Assignment 7	62%	62%
Finding Unit Rates (Guided)	5/5	<div><div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></</div></div></div>	

Tools for Admins

Purchase of a site license will include an admin portal (or portals), available at the district and the school level. At the district level, district admins will be able to see all enrolled schools, the number of enrolled teachers at each school, and the total numbers of problems solved by students in each teacher's classroom (a proxy for usage). District admins will also be able to login as a teacher to see individualized data from their page.

Glendora						
School	Annual Problems	Admins	Teachers	Students	Assignments	
<u>Wells School</u>	232,484	1	9	994	481	
<u>Hopper School</u>	402,968	0	9	507	1,001	
<u>King School</u>	7,844	0	2	120	25	

INTEGRAL site licenses have several reporting features to help leadership teams drive conversations about student performance.

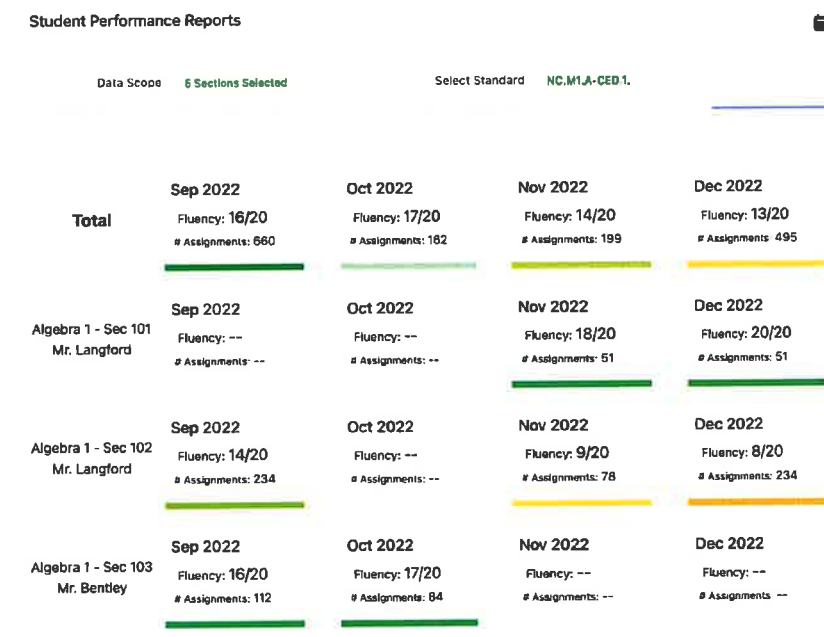
Diagnostics and Shared Assessments

INTEGRAL site admins can create real-time apples-to-apples diagnostics and/or shared assessments by pushing assignments to specific teachers or sections. Assignment data and student performance by standard provide insight into student strengths and weaknesses, which can then guide future instruction. For more detailed information please see: https://youtu.be/JE_ill3m82s

Section	Grade	Complete	Due	Line Equation from Points (Graphically)	Line Equation from Two Points	Line Equations from Point/Slope	Line Equations from Point/Slope (Point Slope Form)	Match Graph/Equation $Ax + By = C$ (MC)
Weighted Average	61.6%	97.1%	---	70.1%	84.4%	61.5%	22.9%	70.1%
PD Data 2	64%	100%	Mar 1, 12:00 AM	80%	80%	60%	20%	80%
902	53%	100%	Mar 1, 12:00 AM	67%	67%	67%	0%	67%
PD Demo Class	64%	92%	Mar 1, 12:00 AM	60%	100%	60%	40%	60%

Students Performance Reports by Standard

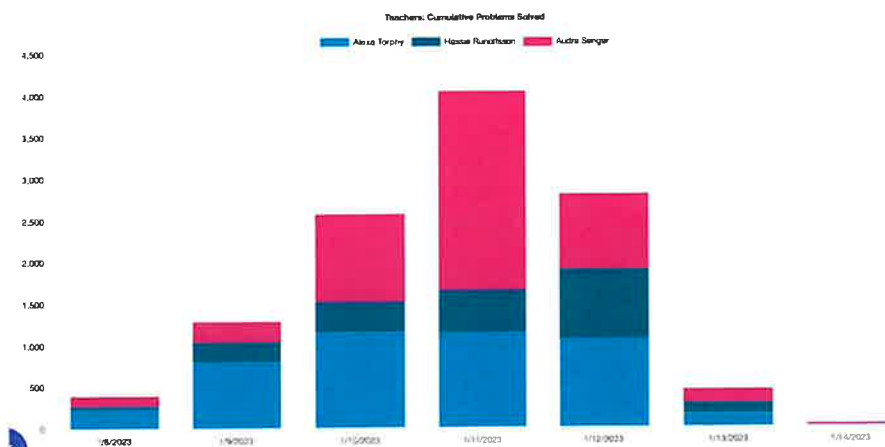
With Student Performance Reports, site administrators can see detailed student performance data by teacher or course section. Our new fluency metric — derived from comparisons against seven million student-users nationwide — provides a data snapshot of where students are in their learning for any given standard, allowing for detailed tracking over the course of the semester or year. For more detailed information please see: <https://youtu.be/LXNBTxLJWd4>



Student Usage Reports

Detailed usage reports allow site administrators to view student usage over time, compared between schools, teachers, or sections. For more detailed information please see:

<https://youtu.be/xilFH8mHYgk>





Tab 9

Pricing/Cost Proposal

RFP No: 23-2494-2ARA

Attachment H

Pricing Scenario

Provide pricing for the scenario below based off pricing being offered on Attachment I. Offerors must provide pricing and the methodology of how the price was calculated.

Offeror: DeltaMath Solutions Inc.	Name of Program: INTEGRAL site license	
Scenario		
Provide pricing for an annual subscription for district licenses as listed below:	Price	Methodology on how price was calculated
12 Middle Schools, 2 Academies, (Gr. 6-8), 10,000 students, 14 sites	\$ 24,000	Pricing is based on student enrollment per site based on the National Council of Educational Statistics data.
12 Middle Schools, 9 High Schools, 2 Academies, Algebra I, 4500 students, 23 sites	\$ 54,400	
12 Middle Schools, 9 High Schools, 2 Academies, Geometry, 4000 students, 23 sites	\$ 54,400	
9 High Schools, 2 Academies, Algebra Functions Data Analysis, 1000 students, 11 sites	\$ 31,400	
12 Middle Schools, 9 High Schools, 2 Academies, Algebra II, 3250 students, 23 sites	\$ 54,400	
9 High Schools, 2 Academies, Remaining courses at or above the level of Algebra 2, 5250 students, 11 sites	\$ 31,400	
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.	\$ N/A	
Grand Total	\$ 38,500	A districtwide 6-12 license would be \$38,500 due to volume discounts.
Price per student based on the "Grand Total" divided by the number of students the proposal is being submitted for	\$ 1.38	Amount was found by dividing grand total by the total student enrollment (27,800 students based on documentation provided in the bid).

Pricing Options

Attachment I

Provide pricing as it relates to the proposed solution	Price
Price per student	\$ N/A
Price per teacher	\$ N/A
Price per classroom	\$ N/A
Price per site	\$ Population dependent - approximately \$2/student in grades 6-12, with volume discounts applied.
Price for District License 6-12	\$ \$38,500
Price for District License 8-12	\$ \$28,000
Price for District License 9-12	\$ \$24,300
1 day of Professional Development- train the trainer model (20 Secondary ILCs/ITRTs, 3 Educational Specialist, + 1 additional personnel- total of 20 +)	\$ N/A
1 day of Professional Development - price per teacher	N/A
1 day of Professional Development for Secondary School Staff- approximately 35 - 100	\$ N/A
Additional Professional Development models	\$ Virtual Professional Development: \$300/hr with a 2 hour minimum. Up to 100 teachers per session.
Printed materials – provide list of pricing for each product offered	\$ N/A
Consumables – provide list of pricing for each product offered	\$ N/A



DeltaMath

Tab 10

References

RFP No: 23-2494-2ARA

References

Elizabeth Moore

Director of Instructional Support
Gwinnett County Public Schools
437 Old Peachtree Road, NW
Suwanee, GA 30024
p: 678.301.6061
e: Elizabeth.Moore@gcpsk12.org

Joanna Sabatino

District Secondary Mathematics Content Specialist
Montgomery County Public Schools
850 Hungerford Drive
Rockville, Maryland 20850
p: 240.740.4001
e: Joanna_Sabatino@mcpsmd.org

Gabriel Cartagena

Director of Secondary Mathematics
District of Columbia Public Schools
1200 First St NE
Washington, DC 20002
p: 202.731.8042
e: gabriel.cartagena@k12.dc.gov



DeltaMath

Tab 11

Exceptions

RFP No: 23-2494-2ARA

Exceptions

- Support contact: we do not offer phone support. However, email support is available for end-users at support@deltamath.com. We respond within 1 business day.
- Insurance: We do not carry Umbrella Liability. We carry \$3m in Professional/Cyber which should provide sufficient coverage. We intend to purchase an excess Cyber policy in for additional \$2m.



DeltaMath

Tab 12

Assumptions

RFP No: 23-2494-2ARA

Assumptions

We are basing this bid on quotes previously provided to Javier Cabezas.

DeltaMath Solutions Inc.

PO Box 23440
New York, NY 10087-3440
orders@deltamath.com



Quote

ADDRESS

Javier Cabezas
Henrico County Public Schools
3820 Nine Mile Rd.
Richmond, VA 23223

QUOTE # 23521

DATE 01/19/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	23-24 INTEGRAL District License 6-12	Districtwide license for DeltaMath INTEGRAL, SY 23-24 for all 6-12 teacher/students. Includes instructional videos, creation of online assessments, school and district admin portals, print to pdf, student upload of notes, integrations, and additional features.	1	55,000.00	55,000.00

Schools covered by this license:

Academy At Virginia Randolph, Adult Education Center, Advanced Career Education Center At Hermitage, Advanced Career Education Center At Highland Springs, Brookland Middle, Center For Diversified Studies, Deep Run High, Elko Middle, Empowerment Academy, Evening School Of Excellence, Fairfield Middle, Freeman High, General Academic Development, Generating Recovery Of Academic Direction, Glen Allen High, Godwin High, Henrico High, Hermitage High, Highland Springs High, Holman Middle, Hungary Creek Middle, Iseap Prgm, L. Douglas Wilder Middle, Moody Middle, New Bridge Learning Center, New Start - Basic Alternative Center, Pace, Pocahontas Middle, Quioccasin Middle, Rolfe Middle, Short Pump Middle, Tuckahoe Middle, Tucker High, Va. Randolph Education Center, Varina High

SUBTOTAL	55,000.00
TAX	0.00
DISCOUNT 30%	-16,500.00
TOTAL	USD 38,500.00

*Approximately 27,500 students

Integrations: Clever

Please send PO's electronically
to: orders@deltamath.com

DeltaMath Solutions Inc.
PO Box 23440
New York, NY 10087-3440
orders@deltamath.com



Quote

ADDRESS

Javier Cabezas
Henrico County Public Schools
3820 Nine Mile Rd.
Richmond, VA 23223

QUOTE # 23522

DATE 01/19/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	23-24 INTEGRAL District License 8-12	Districtwide license for DeltaMath INTEGRAL, SY 23-24 for all 8-12 teacher/students. Includes instructional videos, creation of online assessments, school and district admin portals, print to pdf, student upload of notes, integrations, and additional features.	1	40,000.00	40,000.00

Schools covered by this license:

Academy At Virginia Randolph, Adult Education Center, Advanced Career Education Center At Hermitage, Advanced Career Education Center At Highland Springs, Brookland Middle, Center For Diversified Studies, Deep Run High, Elko Middle, Empowerment Academy, Evening School Of Excellence, Fairfield Middle, Freeman High, General Academic Development, Generating Recovery Of Academic Direction, Glen Allen High, Godwin High, Henrico High, Hermitage High, Highland Springs High, Holman Middle, Hungary Creek Middle, Iseap Prgm, L. Douglas Wilder Middle, Moody Middle, New Bridge Learning Center, New Start - Basic Alternative Center, Pace, Pocahontas Middle, Quioccasin Middle, Rolfe Middle, Short Pump Middle, Tuckahoe Middle, Tucker High, Va. Randolph Education Center, Varina High

SUBTOTAL	40,000.00
DISCOUNT 30%	-12,000.00
TAX	0.00
TOTAL	USD 28,000.00

*Approximately 19,700 students

Integrations: Clever

Please send PO's electronically
to: orders@deltamath.com

DeltaMath Solutions Inc.
 PO Box 23440
 New York, NY 10087-3440
 orders@deltamath.com



Quote

ADDRESS

Javier Cabezas
 Henrico County Public Schools
 3820 Nine Mile Rd.
 Richmond, VA 23223

QUOTE # 23462

DATE 01/18/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	23-24 INTEGRAL District License 9-12	Districtwide license for DeltaMath INTEGRAL, SY 23-24 for all 9-12 teacher/students. Includes instructional videos, creation of online assessments, school and district admin portals, print to pdf, student upload of notes, integrations, and additional features.	1	32,400.00	32,400.00

Schools covered by this license:
 Academy At Virginia Randolph, Adult Education Center,
 Advanced Career Education Center At Hermitage,
 Advanced Career Education Center At Highland
 Springs, Center For Diversified Studies, Deep Run High,
 Empowerment Academy, Evening School Of
 Excellence, Freeman High, General Academic
 Development, Generating Recovery Of Academic
 Direction, Glen Allen High, Godwin High, Henrico High,
 Hermitage High, Highland Springs High, Iseap Prgm,
 New Bridge Learning Center, New Start - Basic
 Alternative Center, Pace, Tucker High, Va. Randolph
 Education Center, Varina High

SUBTOTAL	32,400.00
TAX	0.00
DISCOUNT 25%	-8,100.00
TOTAL	USD 24,300.00

*Approximately 16,200 students

Integrations: Clever

Please send PO's electronically
 to: orders@deltamath.com

W9: <https://www.deltamath.com/files/w9.pdf>



COMMONWEALTH OF VIRGINIA

County of Henrico

DEPARTMENT OF FINANCE
Oscar Knott, CPP, CPPO, VCO
Purchasing Director

Addendum No. 1

Date: March 27, 2023
Request for Proposal: 23-2494-2ARA Supplemental Digital Instruction Materials for Middle and High School Mathematics
Receipt Date/Time: April 13, 2023
Subject: Questions/ Clarifications and Answers

Ladies/Gentlemen,
Please see the questions and Answers.

1. Please clarify if vendors may submit a proposal for a subset of grades, such as grades 6-8.

Answer: Yes, vendors may submit proposals for a subset of grades or courses.

2. P.3, II. Scope of Services, A, #3. The RFP states, "3. The Successful Offeror(s) shall provide a solution where the digital content can be created with an Internet consumer in mind rather than a traditional textbook consumer." Please clarify if the intent is for vendors to create content in collaboration with the District or if the District seeks predeveloped content.

Answer: The intention is for vendors to submit predeveloped content which the District may be able to customize.

3. Could you please let us know which specific courses you are looking to serve as part of RFP 23-2494-2ARA, as well as the approximate number of students in each course?

Answer: Below is an abbreviated version of the table in Attachment H. The remaining courses at or above the level of Algebra II include: Advanced Algebra / Trigonometry, Precalculus, Intro to Calculus, AP Calculus AB, AP Calculus BC, Data Science, Probability & Statistics, AP Statistics, and AP Computer Science A.

Middle Grades: 6-8	10,000 students
Algebra I	4,500 students
Geometry	4,000 students
Algebra, Functions & Data Analysis	1,000 students
Algebra II	3,250 students
Remaining Courses above Algebra II	5,250 students

4. If we submit links to video walkthroughs to help augment our responses to the RFP questions, would these videos be reviewed and considered by the committee?

Answer: Yes, the videos will be reviewed and considered by the committee.

5. On the pricing page, for item Price for District License 8-12 can you give us the student enrollment for these grades?

Answer: The approximate projected enrollment by grade band for the 2023-24 school year is:

6 th grade	3,700 students
7 th grade	3,800 students
8 th grade	3,800 students
9 th grade	3,900 students
10 th grade	4,500 students
11 th grade	4,200 students
12 th grade	3,900 students

6. Will the District consider supplemental digital instruction materials that cover grades 6-8 only, or does the content need to cover grades 6-12?

Answer: See Question 1. Vendors should submit proposals for the set of all secondary math or any subset that they cover. The District will consider multiple vendors to meet the needs of the division.

7. If the district objects to any proposed exceptions, would the district allow the vendor to negotiate prior to rejecting the bid?

Answer: Offerors should list any exceptions for purposes of negotiating a contract.

8. Are vendors expected to sign and return pages 35-36 Sample Contract or can it be signed after award.

Answer: The sample contract is the format for a contract and not for signature.

9. How does this RFP relate to RFP 21-2142-3EMF?

Answer: The intended purpose of RFP 21-2142-3EMF is to support the division with a universal screener/progress monitoring assessment for math as well as reading at the K-8 level.

10. For pricing in Attachment I, how many students are in grades 6-12, 8-12, and 9-12?

Answer: The approximate projected enrollment by grade band for the 2023-24 school year is:

6 th grade	3,700 students
7 th grade	3,800 students
8 th grade	3,800 students

9 th grade	3,900 students
10 th grade	4,500 students
11 th grade	4,200 students
12 th grade	3,900 students

11. Are the same evaluators tasked with reviewing all categories of response (e.g. Tier I vs. Tier II and Tier II use cases) or are there different teams/ committees for different focus areas?

Answer: There is one committee which will review for all categories in the RFP.

12. Are the oral interviews to be conducted in-person or virtually?


Answer: The request will be to present in-person.

All other specifications and General Terms and Conditions shall remain the same.

Sincerely,

Amy Anthes
Procurement Analyst III
Ant04@henrico.us

ACKNOWLEDGEMENT:

Signature: 

Print Name: Kayla Molina

Company: DeltaMath Solutions Inc.

Date: 4/6/2023