



COMMONWEALTH OF VIRGINIA

County of Henrico

DEPARTMENT OF FINANCE

Oscar Knott, CPP, CPPO, NGIP-CPP, VCO

Purchasing Director

January 28, 2025

Ms. Amy Otis
Learning A-Z, LLC
17855 Dallas Parkway, Suite 400
Dallas, TX 75287

**RE: Contract #2316B- English language Arts (PK-12) Digital Curriculum for Tier 1
Division Level Resources**

Dear Ms. Otis:

The annual contract the County has with your company to provide **English language Arts (PK-12) Digital Curriculum for Tier 1 Division Level Resources** is due to expire on **June 30, 2025**.

Under the terms of the original agreement, this contract may be renewed for an additional one-year period from **July 1, 2025** through **June 30, 2026**.

The County would like to renew this contract at current contract pricing. Please complete the information requested and return to Angie Woodson at wool13@henrico.gov by no later than March 15, 2025.

Following the receipt of this information, the County will determine whether it is in our best interest to renew the contract or re-solicit. In addition, if you agree to renew the contract for an additional one-year period, please instruct your insurance agent to provide to my attention a current copy of a certificate of insurance. **Be sure the certificate lists the County as additional insured for the contract work**

If you have any questions, please call me at (804) 501-5637 or email me at Fal51@henrico.gov. Your cooperation and prompt response will be appreciated.

Sincerely,

Eileen M. Falcone /acw

Eileen M. Falcone, CPPB
Purchasing Manager

EMF/acw

**CONTRACT #2316B- English language Arts (PK-12) Digital Curriculum for Tier 1
Division Level Resources**

BUYER NAME: Eileen Falcone

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect. Please check one of the following:

_____ Yes. Renew the contract for an additional one-year period at current contract pricing.



_____ Yes. Renew the contract for an additional one-year period at new contract pricing.

(list below or attach new pricing sheet)

[Please see attached Price List and Ordering Information.](#)

_____ No. Do not wish to renew the contract. If no, please provide reason below.

Company Name: [Learning A-Z, LLC](#)

Date: [02.03.2025](#)

Signature: 

Title: [Vice President, Bids and Proposals](#)

:Amy Otis

Telephone#: [800.547.6747](#)

Email: LAZBids@learninga-z.com

SCC#: [T0720625](#)

Per K-12 Classroom

 Raz-Plus	\$248.00
 Foundations A-Z	\$248.00
 Reading A-Z	\$135.00
 Raz-Kids	\$135.00
 Raz-Plus [†] ELL	\$75.00
 Raz-Plus [†] ESPAÑOL	\$75.00
 Raz-Plus [†] CONNECTED CLASSROOM	\$52.00
 Science A-Z	\$125.00
 Writing A-Z	\$125.00
 Vocabulary A-Z	\$125.00

Licenses are sold on a per classroom yearly basis. A current license is required for any teacher using Learning A-Z resources whether digital or printed.

[†]Requires Raz-Plus.

All prices are in US funds. Applicable sales tax added for US customers.



Learning A-Z • 1840 E. River Rd., Suite 220, Tucson, AZ 85718 • 866.889.3729 (US toll-free) • 520.232.5000 (Direct)

Webinar

\$500

(per webinar)

Customized Workshops

\$3,000

(for the first day; \$2,500 for each consecutive day)

Train-the-Trainer Package

\$9,500

(per cohort of 25)

Lesson Modeling & Coaching Support

\$3,000

(for the first day; \$2,500 for each consecutive day)

Resource Mapping

Pricing varies by district needs.
Please work with your PL
manager for exact pricing.

Included for all **under \$9,999**

No live webinar allocation

Included for all **\$10,000 to \$24,999**

1 live product orientation webinar

Included for all **\$25,000 to \$49,999**

2 live product orientation webinars

Included for all **\$50,000 to \$99,999**

3 live product orientation webinars

All Learning A-Z customers will have access to on-demand services.

Professional Learning Services are available for US based customers only.

All prices are in US funds. Applicable sales tax added for US customers.



2024 PROFESSIONAL LEARNING KEY ACCOUNTS

Included for all **\$100,000 to \$149,999**

5 live product orientation webinars
and 1 on-site orientation

Included for all **\$150,000 to \$199,999**

6 live product orientation webinars
and 1 on-site orientation

Included for all **\$200,000 to \$249,999**

7 live product orientation webinars
and 1 on-site orientation

Included for all **\$250,000 to \$299,999**

8 live product orientation webinars
and 1 on-site orientation

Included for all **\$300,000 to \$349,999**

9 live product orientation webinars
and 2 on-site orientations

Included for all **\$350,000 to \$399,999**

10 live product orientation webinars
and 2 on-site orientations

Included for all **\$400,000 to \$449,000**

11 live product orientation webinars
and 2 on-site orientations

Included for all **\$450,000 to \$499,999**

12 live product orientation webinars
and 3 on-site orientations

For accounts over **\$500,000**

Customized Professional Development Plan

Professional Learning Services are available for US based customers only.



Ordering Information

Order Process

Unless otherwise agreed by Learning A-Z and customer, a state agency, district, or school customer may order subscription licenses and/or services offered under this solicitation proposal as awarded by contacting a Learning A-Z representative who will prepare a unique order quote, which will detail the type, number of units, and term of the subscription licenses and/or services. To confirm an order, the customer may email the quote, along with a purchase order, to the representative's email listed in the quote or fax to (866) 889-3729. Each purchase order must reference the correct quote number and should include a copy of the quote. In addition, customer purchase orders intended to be processed under this solicitation must include reference to this solicitation number (or the awarded solicitation Contract number as applicable), to indicate customer's intent that the order is to be processed under the terms of this solicitation as awarded, Learning A-Z's proposal thereto, and the applicable quote; any terms contained in any individual purchase order that are in addition to or inconsistent with the foregoing shall be null and of no effect. All orders are subject to Learning A-Z's review and acceptance. Learning A-Z's receipt and acceptance of the customer's purchase order (where applicable) or payment will be the basis for order confirmation. Learning A-Z does not accept purchase orders by phone, and requisitions are not an acceptable alternative to a purchase order. Unless otherwise set forth in the applicable Learning A-Z order quote or agreed by Learning A-Z and customer, pricing is valid for 60 days; customer will be invoiced for all fees under the applicable quote upon order acceptance; and payment is due net 30 days of invoice. Without prejudice to its other rights, Learning A-Z may suspend delivery of the subscriptions, products, and/or services in the event that customer fails to make any payment when due. Learning A-Z will notify customer and provide reasonable opportunity for customer to cure prior to any such suspension.

Order Term

The order quote and associated confirming purchase order serve as an agreement for the order, which becomes effective upon its acceptance by both parties. Unless otherwise agreed by Learning A-Z and customer, the subscription licenses and/or services purchased pursuant to the order agreement will begin on or about the start date as set forth in the quote and continue in effect for the period set forth in the quote. Unless otherwise set forth in the quote or agreed to by Learning A-Z and customer, all subscription licenses under the order shall have the same start and end dates, all subscription products and services are deemed delivered upon provisioning of subscription license availability, and all subscription licenses and associated services must be used within the subscription period; unused subscription licenses or services are not eligible for refund, credit, or prorating. On-site training may be fulfilled with a virtual training equivalency, as needed.

Order Acceptance

Licenses grant registered classrooms only permission to use materials on the designated website(s) during the terms of the license. Sharing user information or materials with non-registered classrooms is not authorized. All subscriptions, products, and services are offered subject to Learning A-Z's



standard License Terms of Service, available at <https://help.learninga-z.com/en/articles/7216732-terms-of-service> (the "License"), as supplemented by the terms of the awarded solicitation proposal and applicable quote, and Learning A-Z's [K-12 processing](#). By placing any order, customer confirms its acceptance of the License terms, as well as the quote, which, together with the awarded proposal and/or other associated agreement entered into by Learning A-Z and customer regarding the subscriptions, products, and services under the applicable quote constitute the entire agreement between customer and Learning A-Z regarding such subscriptions, products, and services (the "Agreement") and provides its authorization to Learning A-Z's K-12 processing. Customer and Learning A-Z agree that the terms of the Agreement supersede any additional or inconsistent terms or provisions in any customer-drafted purchase order, which shall be void and of no effect, or any communications, whether written or oral, between customer and Learning A-Z relating to the subject matter hereof. In the event of any conflict, the terms of the Agreement shall govern.

Pricing

Unless otherwise previously agreed by Learning A-Z and customer in writing, pricing will be the then-current year's published price list, which is effective from August to July.

Clarification Regarding Intellectual Property

Notwithstanding anything to the contrary, the District or State agency customer acknowledges and agrees that the Services are existing, commercially available SaaS-based subscriptions, provisioned in a multi-tenant, shared database architecture, with ancillary training, texts and other materials, which Learning A-Z offers and provisions to all of its educational customers under its standard limited license terms, and all ownership or other intellectual property rights of any kind in and to the Services and/or any associated materials developed, used or provided in the course of any services, or derivatives thereof, whether or not now or in the future acquired, filed, perfected, registered or recorded, are expressly reserved to and remain the property of Learning A-Z and/or its licensors, as set forth in the license terms. All rights relating to the Services and/or materials not expressly granted by Learning A-Z in the license terms for the Services are reserved. The parties acknowledge that elements of the Learning A-Z Services constitute software and documentation and are provided as "Commercial Items" as defined at 48 C.F.R. 2.101, and are being licensed to government end users solely as commercial computer software subject to restricted rights described in 48 C.F.R. 2.101 and 12.212. The parties do not anticipate or intend the creation by Learning A-Z of any newly created intellectual property or "Works Made for Hire" ("New Work Product Deliverable") to be owned exclusively by the customer under the Agreement, and nothing will be deemed a New Work Product Deliverable hereunder unless the development of such New Work Product Deliverable is expressly agreed and individually identified as a New Work Product Deliverable to be owned exclusively by the customer in a Learning A-Z quote or a statement of work signed by a VP or above level representative of Learning A-Z, on an individual case basis prior to creation.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/15/2024

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 Aon Risk Services Southwest, Inc. Dallas TX Office 5005 Lyndon B Johnson Freeway Suite 1500 Dallas TX 75244 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED Learning A-Z, LLC 17855 Dallas Parkway, Suite 400 Dallas TX 75287 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Berkley National Insurance Company</td><td>38911</td></tr><tr><td>INSURER B: Endurance American Specialty Ins Co.</td><td>41718</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: Berkley National Insurance Company	38911	INSURER B: Endurance American Specialty Ins Co.	41718	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES**CERTIFICATE NUMBER:** 570105096092**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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			TCP701596514	04/15/2024	04/15/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$15,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$2,000,000</td></tr></table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	MED EXP (Any one person)	\$15,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMP/OP AGG	\$2,000,000
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A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			TCP 7015965-14	04/15/2024	04/15/2025	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</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	BODILY INJURY (Per person)		BODILY INJURY (Per accident)		PROPERTY DAMAGE (Per accident)					
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BODILY INJURY (Per accident)																			
PROPERTY DAMAGE (Per accident)																			
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			TCP701596514	04/15/2024	04/15/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$25,000,000</td></tr><tr><td>AGGREGATE</td><td>\$25,000,000</td></tr></table>	EACH OCCURRENCE	\$25,000,000	AGGREGATE	\$25,000,000								
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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 checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	TWC701596615	04/15/2024	04/15/2025	<table><tr><td><input checked="" type="checkbox"/> PER STATUTE</td><td><input type="checkbox"/> OTHER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE-EA EMPLOYEE</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE-POLICY LIMIT</td><td>\$1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER	E.L. EACH ACCIDENT	\$1,000,000	E.L. DISEASE-EA EMPLOYEE	\$1,000,000	E.L. DISEASE-POLICY LIMIT	\$1,000,000				
<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER																		
E.L. EACH ACCIDENT	\$1,000,000																		
E.L. DISEASE-EA EMPLOYEE	\$1,000,000																		
E.L. DISEASE-POLICY LIMIT	\$1,000,000																		
B	Cyber Liability			NRO30057891400 Cyber/E&O (Claims Made) SIR applies per policy terms & conditions	04/15/2024	04/15/2025	<table><tr><td>Aggregate</td><td>\$5,000,000</td></tr></table>	Aggregate	\$5,000,000										
Aggregate	\$5,000,000																		

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

County of Henrico and Henrico County Public Schools are included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER**CANCELLATION**

County of Henrico Attn: Risk Management PO Box 90775 Henrico VA 23273 USA	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 <i>Aon Risk Services Southwest, Inc.</i>
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Holder Identifier :

Certificate No : 570105096092