



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

DATE:	July 1, 2025
CONTRACT COMMODITY/SERVICE: <i>(include contracting entity if cooperative)</i>	Digital Content Solutions for K-12
CONTRACT NUMBER:	2795E
COMMODITY CODE:	924.16
CONTRACT PERIOD:	July 1, 2025 – June 30, 2026
RENEWAL OPTIONS:	Four one-year renewals through 2030
USER DEPARTMENT:	Schools
Contact Name:	Kennedy Venaglia
Phone Number:	840-652-3640
Email Address:	kwvenaglia@henrico.k12.va.us
HENRICO COOPERATIVE TERMS INCLUDED:	Yes
SUPPLIER: Name:	Five Ponds Press Books Inc.
Address:	360 Bloomfield Avenue, Suite 301
City, State:	Windsor, CT 06095
Contact Name:	Lisa Arnold
Phone Number:	877-833-6003, ext. 103
Email address:	lisa@fivepondspress.com
ORACLE SUPPLIER NUMBER:	439021
BUSINESS CATEGORY:	Small
PAYMENT TERMS:	Net 30
DELIVERY:	As needed and requested
FOB:	n/a
BUYER: Name:	Eileen Falcone, CPPB
Title:	Purchasing Manager
Phone:	804-501-5637
Email:	Fal51@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. 2795E

This Non-Professional Services Contract (this “Contract”) entered into this 1st day of July 2025, by Five Ponds Press Books, Inc. (the “Contractor”) and the County school Board of Henrico, Virginia (“HCPS”).

WHEREAS HCPS has awarded the Contractor this Contract pursuant to Request for Proposals No. 24-2795-12EMF, (the “Request for Proposals”), for Digital Content Solutions for K-12.

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 shall be pursuant to Exhibit D.

Any quotes or invoices issued by Five Ponds Press Books, Inc. must include a reference to Contract 2795E and must not require a signature by HCPS. HCPS will issue a purchase order to Five Ponds Press Books, Inc., and such purchase orders will include a reference to contract 2795E.

CONTRACT TERM: The Contract term shall be from July 1, 2025 through June 30, 2026. HCPS may renew the Contract for up to four one-year terms by giving 30 days’ written notice before the end of the 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.

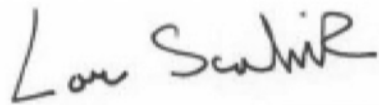
CONTRACT DOCUMENTS: This Contract hereby incorporates by reference the documents listed below (the “Contract Documents”) which shall control in the following descending order:

1. This Non-Professional Services Contract between the County and Contractor;
2. License Agreement Addendum (Exhibit A);
3. Virginia School Data Privacy Agreement (Exhibit B);
4. Five Ponds Press Books, Inc. Terms of Service, last updated January 1, 2025 (Exhibit C);
5. The General Contract Terms and Conditions included in the Request for Proposals;
6. Contractor’s BAFO letter dated March 31, 2025 and BAFO (Exhibit D);
7. Contractor’s Original Proposal dated February 13, 2025 (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.

Five Ponds Press Books, Inc.

360 Bloomfield Avenue, Suite 301
Windsor, CT 06095



Signature

Lou Scolnik, Publisher/President
Printed Name and Title

May 6, 2025

Date

County School Board of Henrico County,
Virginia

P O Box 90775

Henrico, VA 23273-0775



Signature

Oscar Knott, CPP, CPPO, NIGP-CPP, VCO

05/08/2025

Date

APPROVED AS TO FORM

 5-7-25

Assistant County Attorney

EXHIBIT A

LICENSE AGREEMENT ADDENDUM

The County School Board of Henrico County, Virginia (“**County**”) and Five Ponds Press Books, Inc., a Connecticut corporation (“**Licensor**”), are entering into Contract No. 2795E for Digital Content Solutions for K-12 (“**Agreement**”). Licensor has requested that its Terms of Service last updated January 1, 2025 (“**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.

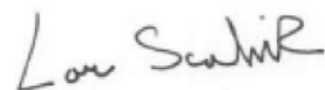
For good and valuable consideration, the parties agree as follows:

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;
 - 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; or
 - BB. Requiring the County to notify Licensor when making disclosures permitted or required under the Virginia Freedom of Information Act.
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 Licenser 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 Licenser represents and warrants that he or she is duly authorized to execute and deliver this LAA on Licenser'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.

Five Ponds Press Books, Inc.



Signature

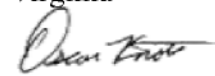
Lou Scolnik, Publisher/President

Printed Name and Title

May 6, 2025

Date

County School Board of Henrico County,
Virginia



Signature

Oscar Knott, CPP, CPPO, NIGP-CPP, VCO

Purchasing Director

05/08/2025

Date

APPROVED AS TO FORM

 5-7-25

Assistant County Attorney

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

This Virginia School Data Privacy Agreement (“DPA”) is entered into by and between the
County School Board of Henrico County, Virginia (hereinafter referred to as “Division”) and
Five Ponds Press Books, Inc. (hereinafter referred to as “Provider”) on
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, 603 C.M.R. 23.00, 603 CMR 28.00, 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

~~2023 History and Social Science SOL-aligned student eBook access and teacher access to all digital teaching resources for grades K-4 and 6-8. 2018 Science SOL-aligned student eBook access and teacher access to all digital teaching resources for K-8.~~

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”:

~~To minimize concerns over Governance, Risk, and Compliance, the eBooks are presented as multimedia products accessed through a shared access code/login provided to the school district. There are no individual logins. The eBooks do not administer or track individual progress. The eBooks do not require Division Data. The eBooks are hosted on AWS and delivered through their CloudFront CDN. Cookies are used to~~

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:	Lou Scolnik
Title:	Publisher/President
Address:	360 Bloomfield Ave., Suite 301, Windsor, CT 06095
eMail:	lou@fivepondspress.com
Phone:	(877) 833-0603

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.

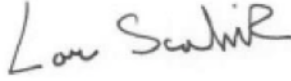
Name: Lou Scolnik
Title: Publisher/President
Address: 10509 Patterson Ave #42382, Henrico, VA 23238
eMail: lou@fivepondspress.com
Phone: (877) 833-0603

[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: May 6, 2025

Printed Name: Lou Scolnik

Title: Publisher/President

Division Signature *John B. Wack*

Date: 5/9/2025

Printed Name: John B. Wack

Title: Chief Financial Officer

APPROVED AS TO FORM

 5-7-25
Assistant County Attorney

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]

Digital access for STUDENTS to the 2023 History and Social Science SOL-aligned audio eBooks for grades K-4 and 6-8.

Digital access for TEACHERS to the 2023 History and Social Science SOL-aligned teaching resources for grades K-4 and 6-8.

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.	Cookies are used to provide access to the materials and to remember preferences such as narration speed.
	Other application technology meta data- Please specify:	
Application Use Statistics	Meta data on user interaction with application	Cookies are not used to track individuals. Mechanical
Assessment	Standardized test scores	N/A <input type="checkbox"/>
	Observation data	N/A <input type="checkbox"/>
	Other assessment data-Please specify:	<input type="checkbox"/> N/A
Attendance	Student school (daily) attendance data	<input type="checkbox"/> N/A
	Student class attendance data	<input type="checkbox"/> N/A
Communications	Online communications that are captured (emails, blog entries)	<input type="checkbox"/> N/A

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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

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

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

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

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

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- 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

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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.

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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: _____

Printed Name: _____

Title/Position: _____

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: _____

Printed Name: _____

Title/Position: _____

Email Address _____

TERMS OF SERVICE

Last updated January 01, 2025

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1. AGREEMENT TO TERMS

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity "you") and Five Ponds Press Books, Inc. ("**Company,**" "**we,**" "**us,**" or "**our**"), concerning your access to and use of the <https://sciencestudent1.efiveponds.com>, <https://scienceteacher1.efiveponds.com>, <https://student.efiveponds.com>, and <https://historyteacher.efiveponds.com> website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the "Site"). We are registered in Connecticut, United States and have our registered office at 360 Bloomfield Ave, Suite 301, Windsor, CT 06095. You agree that by accessing the Site, you have read, understood, and agreed to be bound by all of these Terms of Use. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will alert you about any changes by updating the Last updated date of these Terms of Use, and you waive any right to receive specific notice of each such change. Please ensure that you check the applicable Terms every time you use our Site so that you understand which Terms apply. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Site after the date such revised Terms of Use are posted.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Site is not tailored to comply with industry-specific regulations (Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA), etc.), so if your interactions would be subjected to such laws, you may not use this Site. You may not use the Site in a way that would violate the Gramm-Leach-Bliley Act (GLBA).

2. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the content) and the trademarks, service marks, and logos contained therein (the Marks) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, international copyright laws, and international conventions. The Content and the Marks are provided on the Site "AS IS" for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content and the Marks.

3. USER REPRESENTATIONS

By using the Site, you represent and warrant that (1) you have the legal capacity and you agree to comply with these Terms of Use; (2) you will not access the Site

through automated or non-human means, whether through a bot, script, or otherwise; (3) you will not use the Site for any illegal or unauthorized purpose; and (4) your use of the Site will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

4. PROHIBITED ACTIVITIES

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

- Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.
- Use any information obtained from the Site in order to harass, abuse, or harm another person. Make improper use of our support services or submit false reports of abuse or misconduct.
- Use the Site in a manner inconsistent with any applicable laws or

regulations. Engage in unauthorized framing of or linking to the Site.

- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text) that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools. Delete the copyright or other proprietary rights notice from any Content.
- Attempt to impersonate another user or person or use the username of another user.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats "gifs"), 1x1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you.
- Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
- Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Except as permitted by applicable law, decipher, decompile, disassemble,

or reverse engineer any of the software comprising or in any way making up a part of the Site.

- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.
- Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- Use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavor or commercial enterprise. Use the Site to advertise or offer to sell goods and services.
- Sell or otherwise transfer your profile.

5. USER GENERATED CONTRIBUTIONS

The Site does not offer users to submit or post content.

6. THIRD-PARTY WEBSITE AND CONTENT

The Site may contain (or you may be sent via the Site) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Site or any Third-Party Content posted on,

available through, or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms of Use no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Site or relating to any applications you use or install from the Site. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites

7. SITE MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Site for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

8. TERM AND TERMINATION

These Terms of Use shall remain in full force and effect while you use the Site. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE. WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE OR DELETE ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

9. MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Site without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site.

We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any

reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

10. GOVERNING LAW

These Terms of Use and your use of the Site are governed by and construed in accordance with the laws of the Commonwealth of Virginia applicable to agreements made and to be entirely performed within the Commonwealth of Virginia, without regard to its conflict of law principles.

11. DISPUTE RESOLUTION

Informal Negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms of Use (each "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "party" and collectively, the "parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

Binding Arbitration

If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved through binding arbitration. YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the

American Arbitration Association ("AAAN") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website: www.adr.org. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, we will pay all arbitration fees and expenses. The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in Henrico, Virginia. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in Henrico, Virginia, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction, and forum non conveniens with respect to venue and jurisdiction in such state and federal courts.

Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) is excluded from these Terms of Use.

In no event shall any Dispute brought by either Party related in any way to the Site be commenced more than one (1) year after the cause of action arose. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable, and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

Restrictions

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

Exceptions to Informal Negotiations and Arbitration

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

12. CORRECTIONS

There may be information on the Site that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

13. DISCLAIMER

THE SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED. IN CONNECTION WITH THE SITE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

14. LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US DURING THE SIX (6) MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING. CERTAIN U.S. STATE LAWS AND INTERNATIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

15. INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) use of the Site; (2) breach of these Terms of Use; (3) any breach of your representations and warranties set forth in these Terms of Use; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; or (5) any overt harmful act toward any other user of the Site with whom you connected via the Site. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is

subject to this indemnification upon becoming aware of it.

16. USER DATA

We do not collect or maintain any personally identifiable data.

17. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

18. CALIFORNIA USERS AND RESIDENTS

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

19. MISCELLANEOUS

These Terms of use and any policies or operating rules posted by us on the Site or in respect to the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision.

These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions.

There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the Site. You agree that these Terms of use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

20. CONTACT US

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

Five Ponds Press Books, Inc.

360 Bloomfield Ave

Suite 301

Windsor, CT 06095 United States

Phone: (877) 833-0603

Fax: (888) 315-7182

staff@fivepondspress.com



Five Ponds Press Books, Inc.
360 Bloomfield Ave, Suite 301
Windsor, CT 06095
(877) 833-0603
www.fivepondspress.com

March 31, 2025

County of Henrico
Attention: Eileen M. Falcone
Department of Finance
Purchasing Division
8600 Staples Mill Road
Henrico, VA 23273

RE: RFP 24-2795-12EMF – Digital Content Solutions K-12

Dear Ms. Falcone,

We are happy to enter into negotiations for the above referenced solicitation. To begin this process, below are our responses to the two questions posed to us.

1. **What "End User License Agreement" (EULA) or "Terms of Use" are the end-users or the County required to agree to when using Social Studies (K-5) and (6-8). Provide copies or a link to these.**

Attached to this response is a copy of our Terms of Service for your review.

2. **Under "Exceptions" Tab 11 – The Cyber Liability insurance requirement can be waived however Worker's Compensation, Business Automobile Liability and Umbrella cannot because of the on-site professional development requirement. If awarded the contract will your firm provide these Insurance Requirements?**

If awarded the contract, Five Ponds Press Books, Inc. will provide Worker's Compensation, Business Automobile Liability, and Umbrella General Liability.

Also attached to this response is our best and final pricing as requested.

Thanks so much, and please let me know if you have any questions.

Lisa Arnold, Ed.S.

Sales & Operations Director

SOCIAL STUDIES PRICING							
LINE ITEM #	GRADE/COURSE	ISBN	EBOOK TITLE	EDITION	COPYRIGHT YEAR	SUBSCRIPTION LENGTH (YEARS)	PRICE PER LICENSE
1	Kindergarten	978-1-935813-17-0 (GK-SS-Electronic-2023)	Our World: Our Story	2nd	2025	1	\$9.10
2	Grade 1	978-1-935813-36-1 (G1-SS-Electronic-2023)	Our World: Our State	2nd	2025	1	\$9.10
3	Grade 2	978-1-958361-09-2 (G2-SS-Electronic-2023)	Our World: Our Nation	2nd	2025	1	\$9.50
4	Grade 3	978-1-935813-45-3 (G3-SS-Electronic-2023)	Our World: Ancient Civilizations	2nd	2025	1	\$9.50
5	Grade 4 - Virginia Studies	978-1-958361-05-4 (VS-SS-Electronic-2023)	Our Virginia: Past and Present	4th	2025	1	\$14.50
6	Grade 6 - USI	978-1-958361-08-5 (US1-SS-Electronic-2023)	Our America to 1865	4th	2025	1	\$14.50
7	Grade 7 - USII	978-1-935813-99-6 (US2-SS-Electronic-2023)	Our America: 1865 to the Present	4th	2025	1	\$14.50
8	Grade 8 - Civics and Economics	978-1-958361-04-7 (CE-SS-Electronic-2023)	Our Government: Civics & Economics	3rd	2025	1	\$14.50
If no student eBook licenses are purchased, Digital Teacher Licenses can be purchased as follows:							
LINE ITEM #	GRADE/COURSE	ISBN	TEACHER DIGITAL LICENSE TITLE	EDITION	COPYRIGHT YEAR	SUBSCRIPTION LENGTH (YEARS)	PRICE PER LICENSE
9	Kindergarten	978-1-958361-03-0 978-1-935813-20-0	Our World: Our Story Teacher's Edition eBook Our World: Our Story Reproducibles & Assessments PDF and Fillables	2nd	2025	1	\$185.00
10	Grade 1	978-1-958361-06-1 978-1-958361-19-1	Our World: Our State Teacher's Edition eBook Our World: Our State Reproducibles & Assessments PDF and Fillables	2nd	2025	1	\$185.00
11	Grade 2	978-1-958361-12-2 978-1-958361-38-2	Our World: Our Nation Teacher's Edition eBook Our World: Our Nation Reproducibles & Assessments PDF and Fillables	2nd	2025	1	\$195.00
12	Grade 3	978-1-958361-02-3 978-1-958361-15-3	Our World: Ancient Civilizations Teacher's Edition eBook Our World: Ancient Civilizations Reproducibles & Assessments PDF and Fillables	2nd	2025	1	\$195.00
13	Grade 4 - Virginia Studies	978-1-958361-18-4 978-1-958361-21-4	Our Virginia: Past and Present Teacher's Edition eBook Our Virginia: Past and Present Reproducibles & Assessments PDF and Fillables	4th	2025	1	\$200.00
14	Grade 6 - USI	978-1-935813-38-5 978-1-958361-11-5	Our America to 1865 Teacher's Edition eBook Our America to 1865 Reproducibles & Assessments PDF and Fillables	4th	2025	1	\$200.00
15	Grade 7 - USII	978-1-958361-01-6 978-1-958361-14-6	Our America: 1865 to the Present Teacher's Edition eBook Our America: 1865 to the Present Reproducibles & Assessments PDF and Fillables	4th	2025	1	\$200.00

16	Grade 8 - Civics and Economics	978-1-958361-17-7	Our Government: Civics & Economics Teacher's Edition eBook	3rd	2025	1	\$200.00
		978-1-958361-20-7	Our Government: Civics & Economics Reproducibles & Assessments PDF and Fillables				
GRATIS MATERIALS: When a 1-year student eBook license is purchased for every student in a grade level district-wide, then the Digital Teacher Licenses which gives access to the digital teachers' platform is FREE for 1 year. The digital teachers' platform allows teachers to access the Teacher's Edition eBook, Reproducibles & Assessments PDF, fillable reproducibles, MS-Word assessments, and Answer Keys.							
PROFESSIONAL DEVELOPMENT: Up to 2 days of Professional Development (PD) is provided at no cost to HCPS for each year of purchase/renewal. Additional PDs will be billed at \$500 per day. The PD will be tailored to the group in attendance, such as by grade level, new hires, and/or returning teachers. PD will be for teachers and district leaders on how to maximize the use of our program and resources to meet the needs of all learners. It will also include how to effectively use our resources to meet the 2023 History and Social Science SOL. Special attention and extra training can be provided to new teachers to model how the resources can be used to meet district lesson plan expectations. Five Ponds Press Books, Inc. will work collaboratively with HCPS to custom-design the PD based on the needs of the district and its teachers. If a contract is awarded, the company's Lead Trainer will schedule the PD at the dates and times requested by HCPS. The district has the option for the PD to be							

SCIENCE PRICING

LINE ITEM #	GRADE/COURSE	ISBN	EBOOK TITLE	EDITION	COPYRIGHT YEAR	SUBSCRIPTION LENGTH (YEARS)	PRICE PER LICENSE
17	Kindergarten	978-1-935813-34-7 (LK-SCI-Electronic-2018)	Exploring Science All Around Us Level K	2nd	2021	1	\$5.70
18	Grade 1	978-1-935813-35-4 (L1-SCI-Electronic-2018)	Exploring Science All Around Us Level 1	2nd	2021	1	\$5.70
19	Grade 2	978-1-935813-37-8 (L2-SCI-Electronic-2018)	Exploring Science All Around Us Level 2	2nd	2021	1	\$6.00
20	Grade 3	978-1-935813-39-2 (L3-SCI-Electronic-2018)	Exploring Science All Around Us Level 3	2nd	2021	1	\$6.00
21	Grade 4	978-1-935813-40-8 (L4-SCI-Electronic-2018)	Exploring Science All Around Us Level 4	2nd	2021	1	\$9.20
22	Grade 5	978-1-935813-41-5 (L5-SCI-Electronic-2018)	Exploring Science All Around Us Level 5	2nd	2021	1	\$9.20
23	Grade 6	978-1-935813-42-2 (L6-SCI-Electronic-2018)	Exploring Science All Around Us Level 6	1st	2021	1	\$10.00
24	Grade 7 Life Science	978-1-935813-43-9 (L7-SCI-Electronic-2018)	Exploring Life Science All Around Us Level 7	1st	2021	1	\$10.00
25	Grade 8 Physical Science	978-1-935813-44-6 (L8-SCI-Electronic-2018)	Exploring Physical Science All Around Us Level 8	1st	2021	1	\$10.00
If no student eBook licenses are purchased, Digital Teacher Licenses can be purchased as follows:							
LINE ITEM #	GRADE/COURSE	ISBN	TEACHER DIGITAL LICENSE TITLE	EDITION	COPYRIGHT YEAR	SUBSCRIPTION LENGTH (YEARS)	PRICE PER LICENSE
26	Kindergarten	978-1-935813-54-5	Exploring Science All Around Us Level K Teacher's Edition eBook	2nd	2021	1	\$155.00
		978-1-935813-78-1	Exploring Science All Around Us Level K Reproducibles & Assessments PDF and Fillables				
27	Grade 1	978-1-935813-61-3	Exploring Science All Around Us Level 1 Teacher's Edition eBook	2nd	2021	1	\$155.00
		978-1-935813-82-8	Exploring Science All Around Us Level 1 Reproducibles & Assessments PDF and Fillables				
28	Grade 2	978-1-935813-62-0	Exploring Science All Around Us Level 2 Teacher's Edition eBook	2nd	2021	1	\$165.00
		978-1-935813-91-0	Exploring Science All Around Us Level 2 Reproducibles & Assessments PDF and Fillables				
29	Grade 3	978-1-935813-63-7	Exploring Science All Around Us Level 3 Teacher's Edition eBook	2nd	2021	1	\$165.00

Grade	Item #	Item Description	Year	Unit	Cost
30	978-1-935813-92-7	Exploring Science All Around Us Level 3 Reproducibles & Assessments PDF and Fillables			
	978-1-935813-70-5	Exploring Science All Around Us Level 4 Teacher's Edition eBook	2021	2nd	\$175.00
	978-1-935813-93-4	Exploring Science All Around Us Level 4 Reproducibles & Assessments PDF and Fillables			
31	978-1-935813-71-2	Exploring Science All Around Us Level 5 Teacher's Edition eBook	2021	2nd	\$175.00
	978-1-935813-94-1	Exploring Science All Around Us Level 5 Reproducibles & Assessments PDF and Fillables			
32	978-1-935813-72-9	Exploring Science All Around Us Level 6 Teacher's Edition eBook	2021	1st	\$175.00
	978-1-935813-95-8	Exploring Science All Around Us Level 6 Reproducibles & Assessments PDF and Fillables			
33	978-1-935813-76-7	Exploring Life Science All Around Us Level 7 Teacher's Edition eBook	2021	1st	\$175.00
	978-1-935813-96-5	Exploring Life Science All Around Us Level 7 Reproducibles & Assessments PDF and Fillables			
34	978-1-935813-77-4	Exploring Physical Science All Around Us Level 8 Teacher's Edition eBook	2021	1st	\$175.00
	978-1-935813-97-2	Exploring Physical Science All Around Us Level 8 Reproducibles & Assessments PDF and Fillables			
GRATIS MATERIALS: When a 1-year student eBook license is purchased for every student in a grade level district-wide, then access to the digital teachers' platform is free for 1 year. The digital teachers' platform allows teachers to access the Teacher's Edition eBook, Reproducibles & Assessments PDF, fillable reproducibles, MS-Word assessments, and Answer Keys.					
PROFESSIONAL DEVELOPMENT: Up to 2 days of Professional Development (PD) is provided at no cost to HCPS for each year of purchase/renewal. Additional PDs will be billed at \$500 per day. The PD will be tailored to the group in attendance, such as by grade level, new hires, and/or returning teachers. PD will be for teachers and district leaders on how to maximize the use of our program and resources to meet the needs of all learners. It will also include how to effectively use our resources to meet the 2018 Science Standards of Learning. Special attention and extra training can be provided to new teachers to model how the resources can be used to meet district lesson plan expectations. Five Ponds Press Books, Inc. will work collaboratively with HCPS to custom-design the PD based on the needs of the district and its teachers. If a contract is awarded, the company's Lead Trainer will schedule the PD at the dates and times requested by HCPS. The district has the option for the PD to be					

TERMS OF SERVICE

Last updated January 01, 2025

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1. AGREEMENT TO TERMS

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity "you") and Five Ponds Press Books, Inc. ("**Company,**" "**we,**" "**us,**" or "**our**"), concerning your access to and use of the <https://sciencestudent1.efiveponds.com>, <https://scienceteacher1.efiveponds.com>, <https://student.efiveponds.com>, and <https://historyteacher.efiveponds.com> website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the "Site"). We are registered in Connecticut, United States and have our registered office at 360 Bloomfield Ave, Suite 301, Windsor, CT 06095. You agree that by accessing the Site, you have read, understood, and agreed to be bound by all of these Terms of Use. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will alert you about any changes by updating the Last updated date of these Terms of Use, and you waive any right to receive specific notice of each such change. Please ensure that you check the applicable Terms every time you use our Site so that you understand which Terms apply. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Site after the date such revised Terms of Use are posted.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Site is not tailored to comply with industry-specific regulations (Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA), etc.), so if your interactions would be subjected to such laws, you may not use this Site. You may not use the Site in a way that would violate the Gramm-Leach-Bliley Act (GLBA).

2. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the content) and the trademarks, service marks, and logos contained therein (the Marks) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, international copyright laws, and international conventions. The Content and the Marks are provided on the Site "AS IS" for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content and the Marks.

3. USER REPRESENTATIONS

By using the Site, you represent and warrant that (1) you have the legal capacity and you agree to comply with these Terms of Use; (2) you will not access the Site

through automated or non-human means, whether through a bot, script, or otherwise; (3) you will not use the Site for any illegal or unauthorized purpose; and (4) your use of the Site will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

4. PROHIBITED ACTIVITIES

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

- Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.
- Use any information obtained from the Site in order to harass, abuse, or harm another person. Make improper use of our support services or submit false reports of abuse or misconduct.
- Use the Site in a manner inconsistent with any applicable laws or

regulations. Engage in unauthorized framing of or linking to the Site.

- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text) that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools. Delete the copyright or other proprietary rights notice from any Content.
- Attempt to impersonate another user or person or use the username of another user.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats "gifs"), 1x1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you.
- Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
- Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Except as permitted by applicable law, decipher, decompile, disassemble,

or reverse engineer any of the software comprising or in any way making up a part of the Site.

- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.
- Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- Use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavor or commercial enterprise. Use the Site to advertise or offer to sell goods and services.
- Sell or otherwise transfer your profile.

5. USER GENERATED CONTRIBUTIONS

The Site does not offer users to submit or post content.

6. THIRD-PARTY WEBSITE AND CONTENT

The Site may contain (or you may be sent via the Site) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Site or any Third-Party Content posted on,

available through, or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms of Use no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Site or relating to any applications you use or install from the Site. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites

7. SITE MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Site for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

8. TERM AND TERMINATION

These Terms of Use shall remain in full force and effect while you use the Site. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE. WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE OR DELETE ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

9. MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Site without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site.

We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any

reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

10. GOVERNING LAW

These Terms of Use and your use of the Site are governed by and construed in accordance with the laws of the Commonwealth of Virginia applicable to agreements made and to be entirely performed within the Commonwealth of Virginia, without regard to its conflict of law principles.

11. DISPUTE RESOLUTION

Informal Negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms of Use (each "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "party" and collectively, the "parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

Binding Arbitration

If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved through binding arbitration. YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the

American Arbitration Association ("AAAN") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website: www.adr.org. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, we will pay all arbitration fees and expenses. The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in Henrico, Virginia. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in Henrico, Virginia, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction, and forum non conveniens with respect to venue and jurisdiction in such state and federal courts.

Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) is excluded from these Terms of Use.

In no event shall any Dispute brought by either Party related in any way to the Site be commenced more than one (1) year after the cause of action arose. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable, and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

Restrictions

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

Exceptions to Informal Negotiations and Arbitration

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

12. CORRECTIONS

There may be information on the Site that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

13. DISCLAIMER

THE SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED. IN CONNECTION WITH THE SITE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

14. LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US DURING THE SIX (6) MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING. CERTAIN U.S. STATE LAWS AND INTERNATIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

15. INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) use of the Site; (2) breach of these Terms of Use; (3) any breach of your representations and warranties set forth in these Terms of Use; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; or (5) any overt harmful act toward any other user of the Site with whom you connected via the Site. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is

subject to this indemnification upon becoming aware of it.

16. USER DATA

We do not collect or maintain any personally identifiable data.

17. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

18. CALIFORNIA USERS AND RESIDENTS

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

19. MISCELLANEOUS

These Terms of use and any policies or operating rules posted by us on the Site or in respect to the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision.

These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions.

There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the Site. You agree that these Terms of use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

20. CONTACT US

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

Five Ponds Press Books, Inc.

360 Bloomfield Ave

Suite 301

Windsor, CT 06095 United States

Phone: (877) 833-0603

Fax: (888) 315-7182

staff@fivepondspress.com

Response to
RFP No. 24-2795-12EMF
Henrico County Public Schools



Five Ponds Press

360 Bloomfield Ave. Suite 301

Windsor, CT 06095

Phone: (877) 833-0603

Fax: (888) 315-7182

staff@fivepondspress.com

<https://www.fivepondspress.com/>

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TAB 1 - Introduction and Signed Forms



360 Bloomfield Ave.
Suite 301
Windsor, CT 06095
P: (877) 833-0603
F: (888) 315-7182

February 10, 2025

To Henrico County Public Schools,

I thank you for the opportunity to submit a proposal for our digital Social Studies K-8 and our Science K-8 programs per RFP No. 24-2795-12EMF Digital Content Solutions K-12 for Henrico County Public Schools.

Our Social Studies K-8 program is 100%-aligned to Virginia's 2023 History and Social Science Standards of Learning. Our Science program is 100%-aligned to Virginia's 2018 Science Standards of Learning. Our programs offer comprehensive digital resources that enrich the teaching and learning experience in both content areas. We invite the RFP review committee to explore both our Science and Social Studies digital programs by going to:

SCIENCE: https://scienceteacher1.efiveponds.com/		SOCIAL STUDIES: https://fulldemo.efiveponds.com/	
Username:	FPPscience18	Username:	Fpp2025
Password:	K8VA2018	Password:	HSS2023

**Login is case sensitive.*

We are confident that our K-8 Science and K-8 Social Studies programs' alignment with Virginia's SOL and its emphasis on fostering well-rounded, engaged learners will meet the needs of your teachers and students. Thank you for considering Five Ponds Press as a partner in education.

Sincerely,

Lou Scolnik
Publisher & President

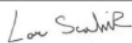
Attachment A

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. 24-2795-12EMF Digital Content Solutions K-12**.

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 NOT USE TRADE NAME):	Five Ponds Press Books, Inc.
ADDRESS:	360 Bloomfield Ave.
	Suite 301
	Windsor, CT 06095
FEDERAL ID NO:	83-0799537
SIGNATURE:	
NAME OF PERSON SIGNING (PRINT):	Lou Scolnik
TITLE:	Publisher/President
TELEPHONE:	(877) 833-0603
FAX:	(888) 315-7182
EMAIL ADDRESS:	lou@fivepondspress.com
DATE:	2-13-2025

Attachment B

ATTACHMENT B

Company Legal Name: Five Ponds Press Books, Inc.

This form completed by: Signature: Lon Smith Title: Publisher/President

Date: 2-13-2025

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

ATTACHMENT C Virginia State Corporation Commission (SCC) Registration Information

The Offeror:

☒ is a corporation or other business entity with the following SCC identification number:
F2099648 **-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

ATTACHMENT D PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

NAME OF OFFEROR: Five Ponds Press Books, 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
N/A		

Attachment F

ATTACHMENT F DIRECT CONTACT WITH STUDENTS

Name of Offeror: Five Ponds Press Books, Inc.

Pursuant to Va. Code § 22.1-296.1(E), 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 the solicitation of any such offense; 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. School boards shall not be liable for materially false statements regarding the certifications required by Va. Code § 22.1-296.1(E).

Va. Code § 22.1-296.1(E), shall not apply to a contractor or his employees providing services to a school division in an emergency or exceptional situation, such as when student health or safety is endangered or when repairs are needed on an urgent basis to ensure that school facilities are safe and habitable, when it is reasonably anticipated that the contractor or his employees will have no direct contact with students.

For purposes of this certification, “services” means any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

The contractor is responsible for affirming certification information for his subcontractors.

Pursuant to Va. Code § 22.1-296.1(F), no school board shall award a contract for the provision of services that require the contractor or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities when any individual who provides such services has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of § 19.2-392.02 or any offense involving the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense.

Pursuant to Va. Code § 22.1-296.1(G), any school board may award a contract for the provision of services that require the contractor or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities when any individual who provides such services has been convicted of any felony or crime of moral turpitude that is not set forth in the definition of barrier crime in subsection A of § 19.2-392.02 and does not involve the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense, provided that in the case of a felony conviction, such individual has had his civil rights restored by the Governor.

As part of this submission, the contractor certifies the following:

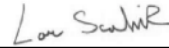
- ☒ None of the individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of a violent felony set forth in the definition of "barrier crime" in Va. Code § 19.2-392.02(A)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

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, or the solicitation of any such offense. (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

Lou Scolnik

Printed Name of Authorized Representative

Five Ponds Press Books, Inc.

*Printed Name of Vendor
(if different than Representative)*

TAB 2 - Statement of the Scope

Five Ponds Press Books, Inc. acknowledges that it has an understanding of the required Scope of Services sought in RFP# 24-2795-12EMF. The company is capable of providing digital student and teacher resources as well as professional development for all teachers of the grade levels purchased.

SCOPE OF SERVICES

A. General Requirements

Student and teacher materials in the *Exploring Science All Around Us* grades K-8 Science series and the *Our World* grades K-4 and 6-8 Social Studies series were written specifically for Virginia students and teachers and align with the 2018 Science Standards of Learning and the 2023 HSS Standards of Learning. The resources present content in strategic ways to help students develop their Scientific and Engineering Practices in Science and their historical and analytical skills in history and the social sciences.

1. Five Ponds Press's digital content for both Science and Social Studies includes cloud-based capabilities that allow the following:

- a. Students have access to the aligned content resources, eBooks with audio in both English and Spanish, on our student website. A universal passkey is assigned, and all students in HCPS will access the website with the same login. A login-embedded link can be created for HCPS to use on the district's SSO platform, which negates the need for students to enter a login. Students will have the ability to track text, increase or decrease audio speed, and enlarge text and images. From the Table of Contents pages, students can choose specific pages to open. On the teacher resources website, teachers have access to the Teacher's Edition eBook with SOL-aligned lessons and activities with hyperlinked websites, video clips, and lesson reproducibles. The reproducibles and assessments are available as PDFs and also in MS Word for teacher modifications. These resources can be downloaded and used outside of the platform.
- b. Formative and summative assessments and all student activity sheets are available to teachers as PDFs and also in Microsoft Word. Supplying the assessments and activities in MS Word allows teachers ownership over the assessments and activities they are administering as they are able to make

modifications (add word banks, delete word banks, enlarge fonts, etc.) to best meet the needs of individual students. The formative chapter assessments are also available in Google Forms, which teachers are also able to modify as needed for students.

- c. Best practices are interwoven throughout the lessons in the digital teaching resources, giving the teacher the autonomy to develop lessons to best meet students' needs. This approach gives teachers the necessary tools to meet all learners where they are. Lessons and activities offer specific differentiation ideas and strategies for students in need of support, multilingual, and students in need of a challenge. These leveled instructional choices prompt adjustment of the task's difficulty to provide appropriate enrichment or support.
- d. Five Ponds Press provides a universal login for all students in the district. As such, individual data on student usage and engagement is not available.

2. Five Ponds Press will provide a universal student login to access the English and Spanish eBooks with audio that are purchased by HCPS. Five Ponds Press will also provide a universal teacher login to access the English and Spanish eBooks with audio and all the digital teaching resources. All resources are aligned to the Virginia Standards of Learning in their design, delivery, and assessment and were created for a learner-centered environment.

3. All digital resources are accessible 24/7 from school and from home for both students and teachers.

4. Five Ponds Press's proposed solution will allow students and their teachers who are enrolled in any of the district's alternative program centers access to any Division Wide purchases made at the K-12 or Elementary level at no additional cost to HCPS.

B. User Interface

1. Browser Support – the proposed solution shall:

- a. Have compatibility with the current versions of multiple browsers- at minimum, current versions of Edge, Safari, and Chrome browsers.

The solution is delivered over the internet and designed to modern web standards for compatibility with modern browsers.

- b. Maintain compatibility with listed browsers and future versions/updates/releases of the listed browsers for the contract.

Future updates will continue to adhere to modern web standards for compatibility with modern browsers.

c. Only require standard browser plugins.

The solution does not require plugins.

2. The proposed solution shall be compliant with the Americans with Disabilities Act requirements for accessibility.

The solution is assessed against WCAG 2.2 A and AA. A VPAT document further describes compliance and non-compliance.

3. The proposed solution shall be cloud-based and delivered via the Internet over wireless LANs to the client's browser.

The solution is hosted in AWS and delivered over the internet to standard web browsers.

4. The proposed solution shall provide an intuitive user interface that allows for ease of use by teachers and students.

The solution has been designed for ease of use.

5. The proposed solution shall support mobile technology including but not limited to the specific mobile devices currently used in HCPS (Henrico County Public Schools) (iOS, Chromebooks, and Android Platforms)

The solution operates on mobile devices and adjusts its presentation to the size of the screen.

C. Integration and Reporting

1. The proposed solution shall provide methods for user account administration that are easy to use and maintain.

The solution does not require individual accounts.

2. The proposed solution shall support a single sign-on solution that does not require staff or students to have a separate account or password for accessing the vendor's application.

The solution does not require individual sign-on.

3. The proposed solution shall allow for LTI, Azure Active Directory or LDAP (Lightweight Directory Access Protocol) as a method of authentication and authorization.

The solution does not require individual sign-on.

4. The proposed solution shall provide a means to identify the individual or client using the application, authenticate the individual and determine the authorities and rights granted to that individual as well as a reporting engine for tracking usage and progress.

The solution does not require individual sign-on.

5. Any requirements for students, staff, course, roster, or school information must be supported through a common specification. The exchange of data must be through a

common protocol and not require the installation of vendor-specific software in the HCPS internal infrastructure. HCPS currently supports the following means of exchanging student information in order of preference but will accept other non-vendor specific protocols:

The solution does not require the exchange of data.

- a. LTI integration as a Tool Provider (TP) with our LMS (Learning Management Systems) Solution (Schoology)
 - b. SIF - Student Information framework
 - c. Exchange of information through Clever - a third party vendor for exchanging common data for school systems; The Successful Offeror is responsible for any costs incurred with Clever implementation.
 - d. File exchange to a vendor-supported SFTP server
6. Data integration shall be provided at no additional cost to HCPS.
7. Solutions that allow for seamless integration of their product through the IMS Global interoperability standards are preferred.

For LMS integration, an IMS Global Thin Common Cartridge file is available upon request.

D. Accessibility and Web Accessibility

1. The digital reading/writing resource must comply with the Information Technology Accessibility Act (Code of Virginia - 2-2-3500) which requires that information technology developed, purchased, or provided is accessible to individuals with disabilities.

The solution is assessed against WCAG 2.2 A and AA. A VPAT document further describes compliance and non-compliance.

2. The solution shall be accessible to persons with disabilities, including:
- a. Blindness, color blindness, visual impairment
 - b. Deafness, hearing impairment
 - c. Speech impairment
 - d. Mobility, strength, dexterity or reaching impairment

The solution is assessed against WCAG 2.2 A and AA. A VPAT document further describes compliance and non-compliance.

3. The solution shall support the use of commonly available screen readers.

The solution is assessed against WCAG 2.2 A and AA. A VPAT document further describes compliance and non-compliance. This includes limited evaluation of screen reader technology by a third-party accessibility firm.

4. The solution shall follow Federal Web Accessibility Standards (part of Section 508 of the Rehabilitation Act).

The solution is assessed against WCAG 2.2 A and AA. A VPAT document further describes compliance and non-compliance.

5. The solution shall meet Level A and Level AA guidelines as specified by the W3C's WCAG 2.0 guidelines.

The solution is assessed against WCAG 2.2 A and AA. A VPAT document further describes compliance and non-compliance.

E. Infrastructure and System Administration

1. Options to implement the system using either the Software as a Service (SaaS) model or the self-hosted, on-premises model, shall be clearly shown. If there is a technical reason to prefer one model over the other, this shall be clearly shown. HCPS's preference is a SaaS system and hosting the solution on a 3rd party, such as Azure or AWS (Amazon Web Services), is acceptable.

The system is implemented as SaaS hosted on AWS.

2. The proposed solution will provide a secure, web-based system for data in transit and at rest.

The system exchanges no data with students, teachers, and staff. The educational materials are stored and transmitted using standard security protocols.

3. Successful Offeror(s) will document compliance with all local, state, and federal laws related to student data privacy.

The system does not collect student data. Standard networking logs are collected. The solution makes no attempt to correlate IP addresses to individual users. Cookies are used locally to store user preferences. Third-party "tracking" cookies are not used.

4. The proposed solution shall hold neither commercial content nor serve as a vehicle to market goods and services.

The system does not contain commercial content or marketing materials.

6. The proposed solution shall be able to manage at least 60,000+ concurrent HCPS users with less than 30ms latency. Offeror(s) must provide comprehensive documentation to show the ability to accommodate concurrent users based on data collected from a similar environment.

The system is built upon highly scalable, highly available, highly resilient services at AWS. Page loads are rapid and on par with other popular websites. Page loads do not exceed 30ms.

7. If the solution is reliant on LDAP authentication, HCPS will only accept a defined external IP address to allow Firewall transactions and will not accept the allowance of entire network segments.

The system does not provide individual logins and does not require LDAP.

8. HCPS shall have the ability to send requests for an alteration of the digital content (including additional supporting data, modification of current data, or removal of data considered inappropriate by HCPS) via email or web-based forms embedded in the digital content.

HCPS can send requests by email to support@fivepondspress.com.

F. Device, Software, and Network Specifications

The proposed solution shall meet all performance requirements defined in this document and be currently compatible with the following minimum computer specifications as well as maintaining compatibility with updates/ patches/ versions of listed software for the duration of the contract:

The system is compatible with standard devices and browsers including those listed in the RFP.

TAB 3 – Default, Termination and Barred Certification Statement

Five Ponds Press Books, Inc. certifies that (i) it has not defaulted on any government contract in the last five years, (ii) that no government has terminated a contract with Five Ponds Press Books, Inc. for cause in the last five years, and (iii) that neither Five Ponds Press Books, Inc. nor any of its officers, directors, partners, or owners is currently barred from participating in any procurements by any federal, state, or local government body.

TAB 4 – Offeror Qualifications and Experience

Five Ponds Press Books, Inc. has successfully supplied digital access to public school districts and independent schools in Virginia for over a decade. Districts in Virginia that have purchased our digital resources range in size from 100 students per grade level to over 6,000 students per grade level. The company creates and publishes textbooks, eBooks, and ancillary digital teaching resources that align with the Virginia Standards of Learning for Science and History and Social Science. Five Ponds Press Books, Inc. has been listed on the Virginia Department of Education approved textbooks list for Science since 2018 and History and Social Science since 2012. Our Social Studies program has been adopted/purchased for one or more grade levels in over 60 public school districts in Virginia since 2017. The company has successfully provided textbooks, eBooks, and Professional Development in all districts that have purchased our program. Its principals and consulting writers, editors, proofreaders, content specialists, software programmers, and management personnel number about 20. The corporate location is in Windsor, Connecticut; however, the majority of its people are located in Virginia, with others in South Carolina, New York, and California. The Student Edition development team consisted of college and university professors from various institutions throughout the Commonwealth, such as VT, UVA, JMU, VCU, and ODU, as well as Virginia general education teachers, special education teachers, and ESOL teachers.

The following staff will be involved in the negotiations, sales, order processing, tech support, and professional development training. The resumes with contact information for the personnel that will be working directly with HCPS to provide the digital resources and support services are:

Lisa Arnold, Sales & Operations Director

lisa@fivepondspress.com

- Assigned point of contact for HCPS for negotiations, quotes, Purchase Orders, shipping, and all questions, concerns, and comments

Anne Valvoda, Sales, Lead Trainer & Director of Foreign Language Development

anne@fivepondspress.com

- Assigned Professional Development Trainer for HCPS and can also provide quotes and receive Purchase Orders.

Carter Edmonds, IT Lead

carter.edmonds@20creek.com

- Assigned IT for HCPS

Lisa Arnold

Sales & Operations Director

Contact Office: 877.833.0603 ext. 103 Cell: 804.363.7715 lisa@fivepondspress.com	Objective As a director, my primary objective is to see to the day-to-day operations of the business by managing staff, coordinating operations, and ensuring excellent customer service is provided by the sales team. I aim to create an open and collaborative work space by communicating clearly with all team members and departments.
Education Ed.S. Administration & Supervision, University of Virginia M.Ed. Reading Instruction K-12, University of Virginia B.A. History/Teacher Licensure, Randolph-Macon Women's College (now Randolph College)	Experience <i>December 2016 - present</i> Sales & Operations Director • Five Ponds Press Books, Inc. <i>January 2007 – November 2016</i> Instructional Materials Designer • Five Ponds Press Books, Inc. <i>August 1995 – June 2016</i> Classroom Teacher • Elementary & Middle School Henrico County Public Schools, VA Grades 2, 4, & 5 Fauquier County Public Schools, VA Grade 5 Hanover County Public Schools, VA Grades 4-8
Key Skills Sales Process Project Management Budget Planning Communication Problem-solving	Current Responsibilities: managing daily operations such as inventory, shipping, logistics, order processing, and accounting. Also responsible for overseeing and coaching sales staff through the sales process from quotes to contracts.
	Communication Created new operations procedures that improved efficiency and streamlined operations for shipping and delivery of orders.
	Leadership Successfully led a team to exceed sales goals while maintaining excellent customer service year-over-year since 2017.
	References available upon request.

Anne Valvoda

✉ anne@fivepondspress.com
Office: (877) 833-0603

Five Ponds Press

PROFESSIONAL EXPERIENCE

Director of Foreign Language Development

June 2015-
Present

- Director of foreign language program and program designer.
- Leads a team of Spanish language linguists in creating and developing our Spanish translation program.

Lead Trainer

- Creates and implements professional development for customers.
- Plans & provides virtual and in-person professional development.

Professional Development Coordinator

- Schedules & coordinates professional development for schools and school systems.
- Liaison between large and small public school systems with the publishing company, including private schools.
- Ensures customer satisfaction in the process of training teachers, division leaders and school staff in program resources.

Sales Consultant

- Account manager for current and future customers

Curriculum Writer

- Developed standards-based curriculum materials for print and digital formats.
- Collaborates with authors, editors, and graphic designers to ensure coherence, and consistency of curriculum content.
- Maintains up-to-date knowledge of educational trends, standards, and technologies to inform curriculum development efforts.

Teaching Experience

August 2005-
November 2016

Henrico County Public Schools (VA) &
Stafford County Public Schools (VA)

EDUCATION

Millersville University of Pennsylvania Bachelor of Science

August 2000-
June 2005

- Degree in Elementary Education
- Concentration in Early Childhood Education

Carter Edmonds, MS-EE, MBA – 803 542-5587 – carter.edmonds@20creek.com

Solutions Architecture Leader at AWS, Global Application Engineer Xeon Launch Leader at Intel, and chip designer at NCR. AWS Certified Solutions Architect Professional with 9 AWS Certifications.

Twenty Creek LLC

2008 – present

Full-stack cloud consultant helping enterprises unclog their cloud migrations. Assisting Virginia IT Agency in AWS cloud journey. For Five Ponds Press: Developed cloud-native e-learning platform used in 120 school districts in Commonwealth of Virginia.

Amazon Web Services (AWS)

2020 – 2023

Managed a field team of Solutions Architects building pipeline in two established and two greenfield territories. In 1H23, booked 125% of quota while creating design-win opportunities with 7 existing and 13 potential customers. As Solutions Architect, designed-in cloud services with state agencies in GA and TN as well as Philadelphia, Pittsburgh, MS, and AL. Led creation of the Georgia Data Analytics Center. Spoke at outside conferences in Atlanta and Orlando. Presented 29 workshops.

Crane Merchandising Solutions

2019 – 2020

Software Team Lead, software developer, debugger, and Scrum Master for connected point of sale machinery with Ubuntu Linux connected via cellular network – the Internet of Things. 1 patent pending.

Intel Corporation

1998 – 2017

Led global team of on-site application engineers for design-in of Xeon 2-socket and 4-socket servers. Conceived design-in plan that cut 19 weeks from customer design schedules. Routinely travelled to customer sites in US, Europe, and Asia. Performed on-site silicon debug at Facebook and Unisys. Managed firmware dev team (2000-2005) culminating as second-level manager of 40-person group at 4 sites in US and India. FW design lead for first 8-socket Xeon server. 3 patents. (Note: Includes tenure in business unit divestiture from March 2009 to June 2011. Returned to Intel in July 2011.)

NCR Corporation

1987 – 1997

ASIC and FPGA designer for large multiprocessors up to 32 CPU packages. Lead designer for memory controller hub (MCH) ASIC with directory-based cache coherency protocols for 16-CPU server. Firmware architecture lead for NCR's transition to x86 architecture. Extended Phoenix BIOS to support 15 PCI slots and 16 processors. Developed static timing analysis tool before tape-out. Synthesized Verilog, VHDL with Synopsys. Emulated with Xilinx/QuickTurn.

Education

Sandler Sales Training

2011 – 2014

Master of Business Administration

1996

University of South Carolina

Master of Science in Electrical Engineering

1989

University of South Carolina

Bachelor of Science in Electrical Engineering

1987

University of South Carolina

TAB 5- Instructional Requirements

The Student Edition is available as an audio eBook for student use at home and at school. The Student Edition is also available as a Spanish eBook with audio. No additional software is needed to view the eBooks. The eBooks have the ability to play on all major tablets, mobile devices, Mac, Windows, and Chrome Books and can be manipulated to zoom in on the page to help students enlarge the text and/or focus on specific images. This supports visually impaired students and those requiring limited sensory input. The audio clips were recorded in a studio by our IT team and are not an AI automated voice. Students have control to pause or replay as needed and also to activate a text tracking feature.

The Student Edition eBooks present facts in a logical, deliberate way to guide students as they develop skills for geographic analysis, economic decision-making, science and engineering practices, and responsible citizenship. A plethora of vivid, engaging, and purposeful images, maps, charts, and graphs, accompanied by informative captions, challenge students to analyze and interpret information to reinforce learning. At the end of each chapter, there are 5C questions. These 5C questions are thought-provoking challenges, asking students to apply what they have learned. The Student Edition also provides examples of decision-making models that help students make informed decisions.

In the Student Edition, students are exposed to works of art (murals or statues from the local communities or paintings, photographs, or drawings of historical figures). By viewing these primary and secondary sources, students not only develop an understanding of history but also practice making observations and asking questions that help them make informed decisions. This analysis helps them recognize and understand social, economic, and political issues that connect people living in Henrico County, the Commonwealth of Virginia, and the United States.

Teaching strategies suggested in the Teacher's Editions eBook are based upon best practices. Students engage in a learning activity prior to reading the text, explore concepts through interactive, engaging lessons and activities, and apply what they learned in cumulative ways. Suggested lessons and activities include blended learning strategies utilizing interactive maps and/or data, content-based video clips, and applicable websites for research. Lessons provide teachers with a variety of methods to use as they evaluate student comprehension and monitor their learning. Lessons are age-appropriate and student-driven. The Teacher's Edition integrates current Math and English Standards of Learning cross-curricular connections. Activities challenge

students to make inferences, analyze and evaluate information, and apply ideas in new contexts.

Lessons challenge students to think about concepts from a variety of points of view and then determine their own conclusions or compare and contrast to form conclusions. Lessons promote research skills that have students use digital resources to gather specific information. Lessons and activities ask students to respond through various media formats or use appropriate online references (atlases, encyclopedias, etc.). Many lessons engage students on topics where students identify possible problems or challenges. Students then work together to develop solutions to address the problems. Specific lessons throughout the Teacher's Editions have students use decision-making models to discuss the costs and benefits of various age-appropriate topics. These models encourage students to better understand decisions people have made in the past, as well as teach them how to make well-informed decisions in the community.

Many lessons also focus on information literacy. Students are encouraged to use digital technology (web quests, interactive maps, video clips, etc.) in an ethical manner. Students are guided in an age-appropriate manner on how to identify sources, evaluate their validity, and interpret the presented information. Students often work with a partner or in a small group setting to practice listening skills, collaboration, and communication. Working with diverse groups to achieve a shared objective deepens content understanding and provides opportunities for students to develop the qualities of a good citizen. Lessons also highlight avoiding plagiarism and educate students about the importance of giving credit to authors when ideas and/or words are used in research.

Lessons support inquiry-based instruction to foster experiential learning opportunities through innovative teaching practices. "Engage Learning" lessons open each lesson. They are brief activities, videos, or discussions that scaffold the learning as students make connections between what they already know and what they are going to learn. With teacher-prompting in many of these lessons, students access prior knowledge, ask their own questions, and identify issues or problems to be solved or background knowledge is shared in order to scaffold the learning to take place.

In the Teacher's Edition, best practices are interwoven throughout the lessons, giving division professionals a menu of instructional approaches to develop lessons to best meet the diverse needs of students. This approach gives teachers the necessary tools to meet all learners where they are. Lessons and activities offer specific differentiation ideas and strategies for students in need of support, multilingual, and students in need

of a challenge. These leveled instructional choices prompt adjustment of the task's difficulty to provide appropriate enrichment or support.

TAB 6 – Service Approach, Implementation and Technical Requirements

a. Professional Development. Up to 2 days of Professional Development (PD) is provided at no cost to HCPS for each year of purchase/renewal. The PD will be tailored to the group in attendance, such as by grade level, new hires, and/or returning teachers. PD will be for teachers and district leaders on how to maximize the use of our program and resources to meet the needs of all learners. It will also include how to effectively use our resources to meet the 2023 History and Social Science Standards of Learning and/or the 2018 Science Standards of Learning. Special attention and extra training can be provided to new teachers to model how the resources can be used to meet district lesson plan expectations. Five Ponds Press Books, Inc. will work collaboratively with HCPS to custom-design the PD based on the needs of the district and its teachers. If a contract is awarded, the company's Lead Trainer will schedule the PD at the dates and times requested by HCPS. The district has the option for the PD to be virtual or in-person.

b. Data Exchange Solution.

The solution does not require data exchange.

c. Limitations.

The solution does not limit the number of teachers, schools, or students who can use it.

d. LMS Solution.

Upon request, Five Ponds Press can provide a 1EdTech Common Cartridge file that contains the link and passcodes for accessing the material.

e. On Premises Hosting.

Not applicable.

f. Software as a Service (SaaS)

i. Hosting.

The eBooks and supplemental materials are designed to be highly-available and highly-scalable using cloud-native services from Amazon Web Services.

ii. Availability.

The material is delivered from Amazon CloudFront, a content delivery network that delivers content from multiple edge locations and publishes 99.9% availability. The material itself is stored in Amazon S3 which stores multiple

copies of the data across multiple data centers and publishes 99.9% availability. Credentials are checked through an API that uses AWS Lambda (published availability 99.95%), Amazon API Gateway (published availability 99.95%), Amazon Aurora (published availability 99.99%), and AWS Secrets Manager (published availability 99.99%). AWS combats DoS attacks through AWS Shield.

iii. District Data Security.

The solution does not handle or possess district data.

iv. SOC 2.

AWS provides an independent, third-party SOC 2 report through AWS Artifact, available upon request.

v. Disaster Recovery.

Educational materials are stored and delivered from Virginia (us-east-1) and copied to Oregon (us-west-2) within 15 minutes for disaster recovery (i.e. RPO is 15 minutes).

vi. Internet Bandwidth.

The solution is designed to operate on a normal high-speed internet connection. Book sizes vary but it is estimated that a student will download 6MB of data per day across a 180-day school year.

vii. Remote Access.

The solution does not handle or process district data, either locally or remotely.

viii. OS Updates.

As a SaaS product, it requires no local updates. Updates in the cloud are designed for continuous delivery without requiring downtime.

ix. Measuring responsiveness.

The solution is delivered through standard web browsers. Most browsers contain a network analysis tab.

x. Limits on data storage.

The solution stores no student data.

xi. Outages.

If the school loses its internet connection, access to this SaaS service is not available.

xii. Documentation.

The solution is delivered through standard web browsers and does not require installation of additional hardware or software.

TAB 7 – Generative AI

The product does not incorporate Generative AI.

TAB 8 – Reporting and Monitoring

The product does not offer tracking of individual student usage and progress.

TAB 9 - References

Prince William County Public Schools

- Social Studies: 2018-present, Grades K-3 and 6-8
 - Jeff Girvan, Supervisor of History & Social Science
 - Phone: (703) 791-8175
 - Email: girvanjm@pwcs.edu
- Science: 2022-present, Grades K-8
 - Julia Renberg, Supervisor of Science
 - Phone: (703) 791-7240
 - Email: RenbergJ@pwcs.edu

Roanoke County Public Schools

- Social Studies: 2018-present, Grades K-7
 - Phillip B. Martin, K-12 Social Studies Instructional Supervisor
 - Phone: (540) 562-3900 ext. 10256
 - Email: pmartin@rcps.us
- Science: 2022-present, Grades K-5
 - Tammy Sauls, K-12 Science Instructional Supervisor
 - Phone: (540) 562-3900 ext. 10254
 - Email: tbsauls@rcps.us

Goochland County Public Schools

- Social Studies: 2019-present, Grades K-7
- Science: 2021-present, Grades K-5
 - Stephen A. Geyer, Ed.D., Assistant Superintendent of Instruction
 - Phone: (804) 556-5609
 - Email: sgeyer@glnd.k12.va.us

Colonial Heights Public Schools

- Social Studies: 2018-present, Grades K-8
- Science: 2021-present, Grades K-5
 - Joseph A. Douglas, Instructional Specialist
 - Phone: (804) 524-3405 ext. 4138
 - Email: joe_douglas@colonialhts.net

TAB 10 - Pricing/Cost Proposal

SOCIAL STUDIES PROGRAM PRICING

Grade	eBook Title	ISBN #	Price per Student 1-Year Digital License
K	Our Community	978-1-935813-17-0	\$9.10
1	Our State Virginia	978-1-935813-36-1	\$9.10
2	Our Nation	978-1-958361-09-2	\$9.50
3	Our World	978-1-935813-45-3	\$9.50
4 / VS	Our Virginia: Past and Present	978-1-958361-05-4	\$14.50
5 / USI	Our America to 1865	978-1-958361-08-5	\$14.50
6 / USII	Our America: 1865 to the Present	978-1-935813-99-6	\$14.50
7 / CE	Our Government: Civics and Economics	978-1-958361-04-7	\$14.50

SCIENCE PROGRAM PRICING

Grade	eBook Title	ISBN #	Price per Student 1-Year Digital License
K	Exploring Science All Around Us Level K	978-1-935813-34-7	\$5.70
1	Exploring Science All Around Us Level 1	978-1-935813-35-4	\$5.70
2	Exploring Science All Around Us Level 2	978-1-935813-37-8	\$6.00
3	Exploring Science All Around Us Level 3	978-1-935813-39-2	\$6.00
4	Exploring Science All Around Us Level 4	978-1-935813-40-8	\$9.20
5	Exploring Science All Around Us Level 5	978-1-935813-41-5	\$9.20
6	Exploring Science All Around Us Level 6	978-1-935813-42-2	\$10.00
7	Exploring Life Science All Around Us Level 7	978-1-935813-43-9	\$10.00
8	Exploring Physical Science All Around Us Level 8	978-1-935813-44-6	\$10.00

Attachment K has been submitted electronically on eVa per RFP instructions.

TAB 11 – Exceptions

Five Ponds Press Books, Inc. takes exception to the following specific insurance requirements listed in **Attachment E** County of Henrico Insurance Specifications:

- Workers' Compensation
- Business Automobile Liability
- Umbrella Liability
- Cyber Liability

These insurance requirements (Workers' Compensation, Business Automobile Liability, and Umbrella Liability) are beyond what other districts in the Commonwealth require for purchasing digital resources. These insurance requirements do not apply to the purchase of eBook licenses that do not use or store any student or teacher data. All logins to our eBooks are assigned as a group passkey; there are no individual logins for students or teachers.

Five Ponds Press Books, Inc. takes exception to **Attachment E Additional Requirements Cyber Liability - \$2,000,000 Per Occurrence** because our digital platform and program does not include 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. Our platform does not collect, use, or store any personally identifiable information. As stated above, all logins to our eBooks are assigned as a group passkey; there are no individual logins for students or teachers.

Five Ponds Press Books, Inc. does maintain and meet the requirements listed for Commercial General Liability and also maintains Professional Liability/Errors and Omissions insurance. If awarded the contract, Five Ponds Press Books, Inc. will list HCPS as additional insured and as a certificate holder.

If awarded the contract, we request the following insurance requirements be removed from the contract:

- Workers' Compensation
- Business Automobile Liability
- Umbrella Liability
- Cyber Liability

TAB 12 - Assumptions

None.

TAB 13 – Appendices

None.