



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

DATE:	June 30, 2025
CONTRACT COMMODITY/SERVICE: <i>(include contracting entity if cooperative)</i>	Ability Assessment
CONTRACT NUMBER:	2076A
COMMODITY CODE:	924.20
CONTRACT PERIOD:	July 1, 2025 through June 30, 2026
RENEWAL OPTIONS:	Two additional one-year renewals through 2028
USER DEPARTMENT:	Schools
Contact Name:	Kennedy Venaglia
Phone Number:	804-652-3640
Email Address:	<a href="mailto:kwvenaglia@henrico.k12.va.us">kwvenaglia@henrico.k12.va.us</a>
HENRICO COOPERATIVE TERMS INCLUDED:	Yes
SUPPLIER: Name:	Riverside Assessments, LLC dba Riverside Insights
Address:	One Pierce Place Suite 900W
City, State:	Itasca, IL 60143
Contact Name:	Sierra Scott
Phone Number:	804-869-2418
Email address:	<a href="mailto:sierra.scott@riversideinsights.com">sierra.scott@riversideinsights.com</a>
Emergency Telephone Number:	804-869-2418
ORACLE SUPPLIER NUMBER:	403327
BUSINESS CATEGORY:	Non-Swam
PAYMENT TERMS:	Net 45
DELIVERY:	As needed and requested
FOB:	Destination
BUYER: Name:	Eileen M. Falcone CPPB
Title:	Purchasing Manager
Phone:	804-501-5637
Email:	<a href="mailto:Fal51@henrico.gov">Fal51@henrico.gov</a>

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

DEPARTMENT OF FINANCE  
 OSCAR KNOTT, CPP, CPPO, VCO  
 PURCHASING DIRECTOR

**First Amendment to Contract No. 2076A**

**First Amendment to Contract 2076A** (this "First Amendment") dated May 3rd, 2022, between the County School Board of Henrico County ("HCPS") and Riverside Assessments, LLC d/b/a/ Riverside Insights, a Delaware limited liability company ("Riverside"), amends the Agreement between HCPS and Riverside dated March 18, 2021, and designated Contract 2076A (the "Agreement").

**Background**

Pursuant to the Agreement, Riverside agrees to supply the HCPS with an ability assessment program as needed and requested.

HCPS and Riverside wish to amend the Agreement to reflect the corrected contract period and renewal options.

Accordingly, the parties agree as follows:

**Agreement**

1. The Agreement is hereby amended to make the initial term of the agreement July 1, 2021 through June 30, 2023 with five (5) additional one-year renewals as referenced in the Request for Proposal.
2. Except as amended by this First Amendment, the Agreement remains unchanged and in full force and effect.
3. This First Amendment shall be effective on the date that HCPS signs it.

To evidence the parties' agreement to this First Amendment, each party has signed it on the date stated under that party's name.

<b>Riverside Assessments, LLC</b>	<b>County School Board of</b>
<b>d/b/a Riverside Insights, a Delaware limited liability company</b>	<b>Henrico County, Virginia</b>
	PO Box 23120
One Pierce Place, Suite 900W	Henrico, VA 23223
Itasca, IL 60143	
Signature <i>Scott E. Olson</i>	Signature <i>Oscar Knott</i>
	<small>Digitally signed by: Oscar Knott        DN: CN = Oscar Knott email = kno008@henrico.us C = US O = County of Henrico, VA OU = Department of Finance - Purchasing Division        Date: 2022.05.03 09:50:06 -0500</small>
Scott Olson Manager of Proposal Services	Oscar Knott, CPP, CPPO, VCO Purchasing Director
Date <b>May 2, 2022</b>	Date <b>May 3, 2022</b>

**APPROVED AS TO FORM**  
*[Signature]* 5-3-22  
 COUNTY ATTORNEY



COMMONWEALTH OF VIRGINIA  
COUNTY OF HENRICO

DEPARTMENT OF FINANCE  
OSCAR KNOTT, CPP, CPPO, VCO  
PURCHASING DIRECTOR

Contract 2076A

Agreement between Riverside Assessments, LLC and  
The County School Board of Henrico County

This agreement (the "Agreement") dated March 18, 2021, is made and entered into between Riverside Assessments, LLC d/b/a Riverside Insights, a Delaware limited liability company ("Riverside"), and the County School Board of Henrico County, Virginia ("HCPS").

WHEREAS, on November 20, 2020, the HCPS issued Request for Proposal No. 20-2076-11EMF (the "RFP"), titled "Ability Assessment Program"; and,

WHEREAS, the HCPS selected Riverside as the Successful Offeror to provide the goods and services requested in the RFP; and,

WHEREAS, the parties have negotiated the terms and conditions under which Riverside will provide goods and services to the County; and,

WHEREAS, the delivery of the goods and services will be provided as set forth in the Agreement Documents.

NOW, THEREFORE, the parties agree as follows:

(1) **Agreement Documents** – The Exhibits listed below are hereby incorporated into and made part of this Agreement, and this Agreement and the incorporated Exhibits shall be the "Agreement Documents." In the event of conflict among the Agreement Documents, the provisions of this Agreement shall supersede the Exhibits. Except as otherwise described herein, any inconsistency among the Exhibits shall be resolved by giving priority to the Exhibits in the order of the listing below.

EXHIBIT A	License Agreement Addendum
EXHIBIT B	HCPS Data Security Agreement
EXHIBIT C	Riverside Insights Assessment Privacy Policy
EXHIBIT D	Riverside Assessments, LLC dba Riverside Insight Terms of Use
EXHIBIT E	Riverside Pricing and Order forms
EXHIBIT F	Riverside Assessments, LLC response to Best and Final Offer dated January 28, 2021
EXHIBIT G	Riverside Assessments, LLC proposal dated December 15, 2020
EXHIBIT H	Questions and Answers dated December 4, 2020
EXHIBIT I	Addendum 1 to RFP 20-2076-11EMF dated November 23, 2020
EXHIBIT J	Request for Proposal #20-2076-11EMF dated November 20, 2020

(2) **General Description of Services** – Riverside shall provide an ability assessment program in accordance with the Agreement Documents.

(3) **Term** – The term of the Agreement shall be from July 1, 2021 through June 30, 2022. This Agreement may be renewed for up to four (4) additional one-year periods at the sole discretion of HCPS.

(4) **Compensation** – In accordance with the Agreement Documents, Riverside shall provide ability assessment services at the following prices for online testing and Riverside Training Academy as follows:

Product	Cost
CogAT 7	\$12.25 per license annually
CogAT 8	\$12.25 per license annually
Riverside Training Academy – includes new personnel and new platforms	\$500.00 annually

\*The above pricing shall remain the same for each renewal.

All other optional pricing is as per Exhibit E with shipping fees prepaid and added to the invoice.

(5) **Sovereign Immunity** – Notwithstanding any contrary language in the Agreement Documents, HCPS neither waives nor abrogates its sovereign immunity hereunder, in part or in whole, in any manner, under any theory.

(6) **Controlling Law and Venue** – This Agreement is made and entered into, and shall be performed, in the County of Henrico, Virginia. Notwithstanding anything to the contrary in any of the Agreement Documents, this Agreement shall be governed by the laws of the Commonwealth of Virginia without regard to conflicts of law principles. Any dispute arising out of this Agreement, its interpretations, or its performance shall be litigated only in Henrico County General District Court, the Circuit Court of the County of Henrico, Virginia, or the U.S. District Court for the Eastern District of Virginia, Richmond Division.

(7) **Indemnification by Successful Offeror** – The Successful Offeror agrees to indemnify, defend and hold harmless the County of Henrico, Virginia (including HCPS) (the “County”), the County’s officers, agents and employees, from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys’ fees, arising from or caused by the Successful Offeror’s negligent acts or omissions in the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the County’s sole negligence.

(8) **No Indemnification by HCPS** – Notwithstanding anything to the contrary in any of the Agreement Documents, HCPS shall not indemnify, defend, or hold Riverside harmless against any claims, liabilities, demands, damages, or expenses (including attorneys’ fees and expenses) arising out of or in connection with HCPS’ use of the services covered by the Agreement Documents.

(9) **Merger** – The Agreement Documents represent the entire agreement between the parties and supersede all prior communications and negotiations. This Agreement may be modified only in writing, signed by both the HCPS and Riverside.

(10) **Severability** – If any provision of the Agreement Documents is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement Documents shall not be affected thereby and each other provision of the Agreement Documents shall be valid and enforceable to the fullest extent permitted by law.

(11) **Claims** – Riverside shall submit any and all claims arising under this Agreement, without exception, in accordance with Va. Code § 2.2-4363(C).

(12) **Notice** – Any notice required to be given under this Agreement shall be sufficient if in writing and sent by either certified mail or overnight delivery to the parties at the addresses set forth below. The parties may update their contact information by providing written notice.

(13) **Ownership of Deliverable and Related Products** – Subject to the Successful Offeror’s Term of Use and Test Disclosure Privacy Policy, HCPS shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated for the purpose of completing this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Successful Offeror, from doing so. To the extent that the Successful Offeror may be deemed at any time to have any of the foregoing rights, the Successful Offeror agrees to irrevocably assign and does hereby irrevocably assign such rights to HCPS.

WHEREFORE, the parties hereby execute this Agreement as evidenced by the signatures below.

**RIVERSIDE ASSESSMENTS, LLC**  
d/b/a Riverside Insights, a Delaware limited  
liability company  
One Pierce Place, Suite 900W  
Itasca, IL 60143

Scott E. Olson  
Signature  
Manager of Proposal Services

Title

March 5, 2021  
Date

**COUNTY SCHOOL BOARD OF  
HENRICO COUNTY, VIRGINIA**  
P.O. Box 90775  
Henrico, VA 23273-0775

Oscar Knott  
Digitally signed by: Oscar Knott  
DN: CN = Oscar Knott email = kno008@henrico.us  
C= US O = County of Henrico, Virginia  
Date: 2021.03.18 12:44:44 -05'00'  
Oscar Knott, CPP, CPPO, VCO  
Purchasing Director

March 18, 2021  
Date

APPROVED AS TO FORM

Alyssa D. Brown  
ASSISTANT COUNTY ATTORNEY

## EXHIBIT A LICENSE AGREEMENT ADDENDUM

The County of Henrico, Virginia, including the County School Board of Henrico County, Virginia (the "**County**"), and Riverside Assessments, LLC d/b/a Riverside Insights, a Delaware limited liability company ("**Supplier**"), are this day entering into an agreement for an Ability Assessment Program, and, for their mutual convenience, the parties are using the standard form contracts provided by Supplier: "Assessment Privacy Policy," "Terms of Use," "Test Disclosure Policy" and "General Information and Conditions of Sale" (collectively, the "**Contract**"). This License Agreement Addendum ("**LAA**"), duly signed by the County and Supplier (each a "**Party**"), is attached to and made a part of the Agreement and the Contract by incorporation, and with the Agreement governs the use of any and all software licensed by the County under the Agreement (the "**Software**") and this LAA.

As used in this LAA, the term "**Contract**" means the Supplier's standard form contract and any and all exhibits and attachments thereto. The term(s) "**Customer**", "**You**" or "**you**" as used in the Contract and this LAA, means, as applicable, the County, or any of their officers, directors, agents or employees.

Supplier represents and warrants that it is authorized to do in business in Virginia. If Supplier is not a U.S.-based entity, Supplier maintains a registered agent and a certification of authority to do business in Virginia.

Supplier's Contract is generally acceptable to the County, with the exceptions noted in this LAA below. Despite the general acceptability of the Contract, certain standard clauses may appear in, or be incorporated by reference into, the Contract that cannot be accepted by the County. In consideration of the convenience of using Supplier's standard form contract without the necessity of specifically negotiating a separate contract document, the Parties specifically agree that any of the following provisions contained in the Contract are deemed void and will not have any effect and will not be enforceable against any Customer:

1. Requiring the application of the law of any state other than the Commonwealth of Virginia in interpreting or enforcing the Contract or requiring or permitting that any dispute under the Contract be resolved in any court other than the state courts located in Henrico County, Virginia or in the U.S. District Court for the Eastern District of Virginia, Richmond Division;
  2. Requiring any total or partial compensation or payment for lost profit or liquidated damages by any Customer if the Contract is terminated before the end of its ordinary term;
  3. Imposing any interest charge(s) contrary to that specified by § 2.2-4347 *et seq.* of the Code of Virginia;
  4. Requiring the County to maintain any type of insurance for Supplier's benefit;
  5. Granting Supplier a security interest in any property of the County;
  6. Requiring the County to indemnify, defend, or to hold harmless Supplier for any act or omission;
  7. Limiting or adding to the time period within which claims can be made or actions can be brought (Reference Tit. 8.01 of the Code of Virginia);
  8. Limiting selection and approval of counsel and approval of any settlement in any claim arising under the Contract and in which the County is a named party;
  9. Binding the County to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
  10. Obligating the County to pay costs of collection or attorney's fees;
  11. Requiring any dispute resolution procedure(s) other than those in accordance with § 2.2-4363 *et seq.* of the Code of Virginia;
  12. Permitting Supplier to access any of the County's records or data, except pursuant to court order;
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13. Permitting Supplier to use any information provided by the County except as necessary for the delivery of services for Supplier's own internal administrative purposes;
  14. Requiring the County to limit its rights or waive its remedies at law or in equity;
  15. Bestowing any right, or incurring any obligation, that is beyond the duly granted authority of the undersigned representative of the County to bestow, or incur, on behalf of the County;
  16. Establishing a presumption of severe or irreparable harm to Supplier by the actions or inactions of the County;
  17. Limiting the liability of Supplier for property damage, death, or personal injury;
  18. Permitting Supplier to assign, subcontract, delegate or otherwise convey the Contract, or any of its rights and obligations under the Contract, to any entity without the prior written consent of the County, except as set forth in paragraph 39 below;
  19. Not complying with the contractual claims provision § 2.2-4363 of the Code of Virginia, which is also incorporated into this LAA and the Contract by reference;
  20. Enforcing the United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods. They are expressly disclaimed. UCITA shall apply to the Contract only to the extent required by § 59.1-501.15 of the Code of Virginia;
  21. Not complying with all applicable federal, state, and local laws, regulations, and ordinances;
  22. Requiring that the County waive its sovereign immunity or its immunity;
  23. Requiring that the County, which is tax exempt, be responsible for payment of any taxes, duties, or penalties;
  24. Requiring or construing that any provision in this Contract conveys any rights or interest in the County's data to Supplier;
  25. Requiring the use of foreign currency. The currency used for the Contract will be United States Dollars;
  26. Obligating the County beyond approved and appropriated funding. All payment obligations from the County under the Contract are subject to receipt of necessary appropriations from the County's 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 Supplier. The County shall provide written notice to the Supplier as soon as possible after legislative action is completed. There will be no time limit for termination due to termination for lack of appropriations;
  27. Permitting unilateral modification of the Contract by Supplier;
  28. Permitting termination by Supplier of the Contract or the licenses granted pursuant to the Contract, or permitting suspension of services by Supplier, except pursuant to an order from a court of competent jurisdiction;
  29. Requiring or stating that the terms of the Supplier's standard form contract will prevail over the terms of this LAA in the event of conflict;
  30. Renewing or extending the Contract beyond the term set forth in the Agreement or automatically continuing the Contract period from term to term;
  31. Requiring that the Contract be "accepted" or endorsed by the home office or by any other officer subsequent to signing by an official of the County before the Contract is considered in effect;
  32. Delaying the acceptance of the Contract or its effective date beyond the date of signing;
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33. Defining "perpetual" license rights to have any meaning other than license rights that exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the Contract;
34. Permitting modification or replacement of the Contract pursuant to any new release, update or upgrade of Software, or subsequent renewal of maintenance. If Supplier provides any update or upgrade subject to additional payment, the County will have the right to reject such update or upgrade;
35. Requiring the purchase of a new release, update, or upgrade of Software, or subsequent renewal of maintenance, in order for the County to receive or maintain the benefits of Supplier's indemnification of the County against any claims of infringement on any third-party intellectual property rights;
36. Prohibiting the County from transferring or assigning to any entity the Contract or any license to Software granted pursuant to the Contract;
37. Granting Supplier or an agent of Supplier the right to audit or examine the books, records, or accounts of the County; or

In addition to the provisions set forth above in this LAA, the Parties further agree as follows:

38. Supplier 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 granted under the Contract without violating or infringing any law, rule, regulation, copyright, patent, trade secret, or other proprietary right of any third party.
39. Supplier may assign all or any of its rights and obligations to a third party as a result of a merger or acquisition or sale of all or substantially all of its assets to the third party so long as Supplier's assignee agrees in writing to be bound by the terms and conditions set forth in the Contract, and provided the third party is a U.S.-based entity or maintains a registered agent and a certification of authority to do business in Virginia. Supplier may assign all or any of its rights and obligations to an affiliate of Supplier, provided Supplier remains liable for the affiliate's compliance with the terms and conditions set forth in this Contract
40. Supplier agrees to indemnify, defend and hold harmless the County of Henrico (including Henrico County Public Schools), the County's officers, agents and employees, from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, to the extent the claim in any way relates to, arise out of or result from: (i) any negligent act, negligent omission, or intentional or willful conduct of any employee or subcontractor of Supplier, (ii) any breach of any representation, warranty or covenant of Supplier contained in the Contract and LAA, (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, except to the extent the underlying infringement is caused by and would not have occurred but for modifications to the Software not authorized or made by Supplier.
41. The County will only be liable to pay for Supplier's travel-related expenses, including transportation, meals, lodging and incidental expenses that have been authorized by the County in advance. The travel-related expenses will be reimbursable at the County's then-current per diem rates.
42. The County may require that Supplier personnel submit to a criminal background check prior to performance of any services under the Contract.
43. Payments for license fees, including subscription fees, and support services are only authorized to be made to the Supplier pursuant to the Contract.

Together with the Agreement, the Contract and this LAA constitute the entire agreement between the Parties and may not be waived or modified except by written agreement between the Parties.

[SIGNATURE PAGE(S) TO FOLLOW]

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IN WITNESS WHEREOF, the Parties have caused this License Agreement Addendum to be duly executed as of the last date set forth below by the undersigned authorized representatives of the parties, intending thereby to be legally bound.

**Riverside Assessments, LLC  
d/b/a Riverside Insights, a Delaware  
limited liability company**

By: Scott E. Olson  
(Signature)

Name: Scott E. Olson  
(Print)

Title: Manager of Proposal Services

Date: March 15, 2021

**County School Board of  
Henrico County, Virginia**

By: Oscar Knott  
(Signature)

Digitally signed by: Oscar Knott  
DN: CN = Oscar Knott email =  
kno008@henrico.us C = US O = County of  
Henrico, Virginia  
Date: 2021.03.18 12:47:29 -05'00'

Name: Oscar Knott  
(Print)

Title: Purchasing Director

Date: March 18, 2021

APPROVED AS TO FORM

Myra D. Brown

ASSISTANT COUNTY ATTORNEY

**EXHIBIT B**  
**HENRICO COUNTY PUBLIC SCHOOLS**  
**DATA SECURITY AGREEMENT**

This Data Security Agreement (“Agreement”) is agreed upon effective March 18th  
2021, entered into between Riverside Assessments, LLC d/b/a Riverside Insights, a Delaware limited liability company (“Vendor”) and the County School Board of Henrico County, Virginia (“HCPS”).

**I. DEFINITIONS**

- A. **HCPS Data:** HCPS Data is any and all data that HCPS has disclosed to Vendor. For the purposes of this Agreement, HCPS Data does not cease to be HCPS Data solely because it is transferred or transmitted beyond HCPS’s immediate possession, custody, or control.
- B. **Data Breach:** The unauthorized access and acquisition of computerized data that materially compromises the security or confidentiality of confidential or sensitive personal information maintained by HCPS as part of a database of personal information regarding multiple individuals and that causes or HCPS reasonably believes has caused or will cause loss or injury to any HCPS constituent.
- C. **System:** An assembly of components that supports an operational role or accomplishes a specific objective. This may include a discrete set of information resources (network, server, computer, software, application, operating system or storage devices) organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
- D. **Contract.** Shall mean the contract between Vendor and HCPS outlining the services to be provided.

**II. DISCLOSURE OF HCPS DATA**

- A. The Vendor shall not disclose HCPS Data in any manner that would constitute a violation of state or federal law or the terms of this agreement including, without limitation, by means of outsourcing, sharing, retransfer, or access, to any person or entity, except:
- B. Employees or agents who actually and legitimately need to access or use HCPS Data in the performance of Vendor’s duties to HCPS;
- C. Such third parties, such as but not limited to, vendors, suppliers or subcontractors, but only after such third party has agreed in writing and in advance of any disclosure, to be bound by confidentiality terms at least as stringent as the terms of this Agreement; or
- D. Any other third party approved by HCPS in writing and in advance of any disclosure, but only to the extent of such approval.

- E. The Vendor may also store HCPS Data on servers housed in datacenters owned and operated by third parties, provided the third parties take reasonable precautions to protect the security and confidentiality of HCPS data.

### **III. USE OF, STORAGE OF, OR ACCESS TO HCPS DATA**

- A. Vendor shall only use, store, or access HCPS data:
  - 1. In accordance with, and only to the extent permissible under the contract for services; and
  - 2. In full compliance with any and all applicable laws and regulations, only to the extent applicable to Vendor, including the Family Educational Rights and Privacy Act (FERPA); and
- B. Vendor agrees that the use, storage, and access to HCPS Data shall be performed with that degree of skill, care, and judgment customarily accepted as sound, quality, and professional practices. Vendor shall implement and maintain safeguards necessary to ensure the confidentiality, availability, and integrity of HCPS Data. Vendor shall also implement and maintain any safeguards required to be implemented by applicable state and federal laws and regulations.
- C. HCPS reserves the right to request security information reasonably necessary to ascertain HCPS's own compliance with state and federal data privacy laws.
- D. If Vendor becomes aware that HCPS Data may have been accessed, disclosed, or acquired without proper authorization and contrary to the terms of this Agreement or the Contract, Vendor shall use reasonable efforts to alert HCPS of any Data Breach within two business days, and shall immediately take such actions as may be necessary to preserve forensic evidence and eliminate the cause of the Data Breach. Vendor shall give highest priority to immediately correcting any Data Breach and shall devote such resources as may be required to accomplish that goal. Vendor shall provide HCPS information necessary to enable HCPS to fully understand the nature and scope of the Data Breach. Upon request, Vendor shall provide HCPS information about what Vendor has done or plans to do to mitigate any deleterious effect of the unauthorized use or disclosure of, or access to, HCPS Data. In the event that a Data Breach requires Vendor's assistance for mitigation, such assistance shall be provided at no cost to HCPS. HCPS may discontinue any services or products provided by Vendor and any payments to Vendor until HCPS, in its sole discretion, determines that the cause of the Data Breach has been sufficiently mitigated.
- E. If Vendor is served with any subpoena, discovery request, court order, or other legal request or command that calls for disclosure of any HCPS Data, Vendor shall promptly notify HCPS in writing and provide HCPS sufficient time to obtain a court order or take any other action HCPS deems necessary to prevent disclosure or otherwise protect HCPS Data. In such event, Vendor shall provide HCPS prompt and full assistance in HCPS's efforts to protect HCPS Data. Where

Vendor is prohibited by law from notifying HCPS of a legal request for HCPS Data, Vendor will comply with all applicable laws and regulations with respect to the requested HCPS Data.

- F. Upon expiration or termination of the Contract, Vendor shall ensure that no Data Breach occurs and shall follow HCPS's instructions as to the preservation, transfer, or destruction of HCPS Data. The method of destruction shall be accomplished by "purging" or "physical destruction", in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88. Upon request by HCPS, Vendor shall certify in writing to HCPS that return or destruction of data has been completed. Prior to such return or destruction, Vendor shall continue to protect HCPS Data in accordance with this Agreement.
- G. This Agreement shall survive the expiration or earlier termination of the Contract. However, upon expiration or termination of the Contract, either party may terminate this Agreement.

FOR HCPS:

FOR VENDOR:

John B. Wack

Scott E. Olson

Name

Name

John B. Wack

Scott E. Olson

Signature

Signature

Chief Financial Officer

Manager of Proposal Services

Title

Title

03/18/2021

March 15, 2021

Date

Date

APPROVED AS TO FORM

Steph D. Brown

ASSISTANT COUNTY ATTORNEY



# RIVERSIDE INSIGHTS ASSESSMENT PRIVACY POLICY

LAST UPDATED: 8/31/20

## Introduction

Riverside Assessments, LLC dba Riverside Insights (“Riverside,” “we,” “us,” or “our”) respects your privacy and makes the security and integrity of the data we collect a top priority. As part of our commitment to data privacy, we developed this Assessment Privacy Policy (“Policy”) to explain how Riverside collects, uses, shares, and protects the information you provide to us in the course of our assessment services and your rights with respect to such information.

This Policy applies to information we collect or receive through assessment products and platforms. If you would like data privacy information about our websites, please see our [Website Privacy Policy](#).

If you are a resident of the European Union (“EU”), California, or New York, you may have additional rights with respect to your Personal Information, as outlined below.

## Summary

- We only use the data collected through our platforms and products to deliver and improve our assessment services.
- We do not sell any student/examinee data or use such data for targeted advertising.
- We comply with applicable federal and state laws governing data privacy, including the Family Educational Rights and Privacy Act (*FERPA*), the Children’s Online Privacy Protection Act (*COPPA*), the Health Insurance Portability and Accountability Act (*HIPAA*), the California Consumer Privacy Act (*CCPA*), the General Data Protection Regulation (*GDPR*), and the New York Parents’ Bill of Rights (*Privacy Bill of Rights*).
- We protect your data using industry-standard security tools and processes.

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- [Children’s Privacy](#)
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## Definitions

“COPPA” means the Children’s Online Privacy Protection Act, 15 U.S.C. §§ 6501-6505, and the regulations promulgated thereunder, each as amended.

“Customer” means an institution or professional who licenses Services, such as school districts, educational agencies, universities, hospitals, clinical psychologists, and healthcare systems.

“Customer Personnel” means employees, staff, contractors, agents, and other authorized representatives of our Customers, such as administrators, authorized account holders, staff, teachers, and psychologists.

“FERPA” means the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and the regulations promulgated thereunder, each as amended.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d *et seq.*, and the regulations promulgated thereunder, each as amended.

“Personal Information” means information that, either alone or in combination with other information, identifies or relates to an individual.

“Platforms” means Riverside’s web-based platforms for assessment, scoring, and reporting.

“Products” means Riverside’s educational, clinical, and special needs assessments.

“Protected Health Information” or “PHI” has the definition provided under HIPAA.

“Services” means the Platforms and Products.



“Students/Examinees” means individuals who either directly use Riverside’s Services or whose information Riverside collects in the course of providing Services.

Additional defined terms are identified throughout the rest of this Policy.

### Types of Personal Information We Collect and Use

In providing the Services, we may request Personal Information from you. The exact Personal Information we need to collect depends on which Service you are using and the optional data fields you or the Customer sponsoring your use of our Services chooses to provide. Our Services may collect four broad categories of Personal Information:

- ***Student/Examinee information***, including first name, middle name, last name, date of birth, place of birth, gender, grade, race, ethnicity, language, district/area, school/building name, school/building code, class name, class code, student identification number, IEP/IFSP status, 504 program status, Title I status, free or reduced lunch status, gifted and talented status, English language learner status, migrant status, country, enrollment date, disability, funding, additional identification number, braille user, home reporting, program code, and active user status.
- ***Customer and Customer Personnel information***, including organization name, program association, member type, customer address (city, state, zip code, and country), first name, middle name, last name, title, email address, phone number, fax, employee identification number, user name/ID, grade, gender, district/area, school/building, class name/code, role/permissions, and active user status.
- ***Parent/guardian information*** may be collected in performance of our clinical Services, including first name, last name, email address, address (city, state, zip code, and country), phone, date of birth, number of adults in the family, number of children in the family, educational attainment level, and employment status.
- ***Usage information***, including IP addresses, and device identifiers; however, such usage information is not linked to any individual.

### How We Collect Personal Information

We may collect the foregoing types of Personal Information through your use of the Services in the following manner:

- Submitting or importing files for the purposes of completing assessment enrollments.
- Submitting files for the purposes of obtaining bar code labels that can be applied to student answer documents or consumable testbooks.



- Hand keying data for the purposes of completing assessment enrollments and evaluation data.
- Hand keying item responses and test raw scores for the purposes of creating derived test statistics.
- Collection of answer strings – for tests administered online, we collect submitted assessment data electronically throughout the course of an assessment.
- Collection of usage data – on some of our webpages, we collect usage information relating to computer, browser, and internet specifications through technology such as temporary cookies, persistent identifiers, and Google Analytics. The collection of usage information takes place while assessments are in progress and on some webpages when Customer Personnel engage with our Platforms' assessment management activities (e.g., test administration and reporting). Most browsers provide you with the ability to block, delete, or disable cookies, and your mobile device may allow you to disable transmission of unique identifiers and location data. Please note, however, that disabling cookies in certain cases may prevent you from accessing the Services because, as detailed in [De-Identified Information](#), temporary cookies allow us to validate testing sessions. Cookies in place during an assessment session are deleted once you close your browser. For information regarding how Google Analytics collects, uses, and shares your personal information, please visit: <http://www.google.com/policies/privacy/partners/>. To prevent data from being used by Google Analytics, you can download the opt-out browser add-on at: <https://tools.google.com/dlpage/gaoptout?hl=en>.
- Some of our third-party service providers may use cookies or other methods to gather usage information regarding your use of the Services. The use of such tracking information by a third party depends on the privacy policy of that third party. We review these third-party privacy policies and strive to only engage with third parties whose data privacy practices are consistent with our own. When possible, we encourage you to also review their privacy policies.
- Central scanning – scanning of enrollment data and submitted assessment data gridded onto answer sheets or consumable test booklets.
- Local scanning – localized scanning by Customer Personnel of enrollment data and of submitted assessment data gridded onto answer sheets or consumable test booklets.

## How We Use Personal Information

The primary use of any Personal Information we collect from you is to communicate assessment measurements, evaluations, and reports that are based on our psychometrically sound assessment results.



In addition, we may use Personal Information for the following purposes:

- To communicate with Customer Personnel about the assessments and assessment management features available through our Platforms, including improvements to these features.
- To communicate with Customer Personnel about subscription accounts or transactions with us.
- To communicate with Customer Personnel about Service availability and downtime.
- To provide data and feedback on the functionality and features of our Services and where applicable:
  - To personalize our Platform content and experiences for users according to their roles on the Platform.
  - To provide maintenance and support upon request.
  - To detect, investigate, and prevent activities that may violate laws or this Policy.
  - To administer and make improvements to the Services, enhance security, and for statistical analysis.

Under no circumstances will Riverside sell any Personal Information of a Student/Examinee or use such Student/Examinee Personal Information for targeted marketing. Any sale of Personal Information would only occur in the context of a transaction described below in Organizations Involved in Mergers and Acquisitions Transactions.

## Disclosure of Personal Information

We will not disclose Personal Information except as set forth in this Policy or with your consent. This section describes to whom we disclose Personal Information and for what purposes:

### **Our Service Providers**

We employ reputable third-party service providers to assist us in providing aspects of our Services. For example, we may engage third parties to provide hosting services, website and app security, remote proctoring services, customer communications, user onboarding, and customer service (including online chat). These service providers may have access to some of your Personal Information only if they are performing specific tasks on our behalf. We take commercially reasonable steps to interact or contractually engage with service providers that have adopted a privacy policy governing their processing of Personal Information that is consistent with this Policy.



If your use of our Services involves remote proctoring, please see our [Remote Proctoring Privacy Statement](#).

#### **Organizations Involved in Merger and Acquisitions Transactions.**

If we sell or otherwise transfer some or all of our business or assets to another organization (e.g., in the course of a merger, acquisition, sale of assets, bankruptcy, dissolution, liquidation), any information collected through our Services, including Personal Information, may be among the items sold or transferred. If the rights and obligations with respect to your Personal Information are assigned to a third-party successor entity, then, with respect to your Personal Information, the successor entity will be subject to the terms of the then-applicable privacy policy or will adopt a privacy policy that is substantially similar in all material respects with such privacy policy.

#### **Law Enforcement, Government Agencies, and Courts.**

We may disclose Personal Information at the request of law enforcement or government agencies or in response to subpoenas, court orders, or other legal processes in order to establish, protect, or exercise our rights; to defend against a legal claim; to protect the rights, property, or safety of another person; or as otherwise required by law. We may also disclose Personal Information to investigate or prevent a violation by you of any contractual or other relationship with us or any alleged illegal or harmful activity by you.

#### **How We Protect Personal Information**

We use commercially reasonable safeguards that comply with accepted industry practice in protecting the confidentiality and security of Personal Information, including adherence to standards issued by the National Institute of Standards and Technology ("NIST"). Examples of how we protect your Personal Information include:

- Keeping and maintaining all Personal Information in strict confidence and using such degree of care as is appropriate to avoid unauthorized access, use, modification, or disclosure;
- Industry-standard encryption technology;
- Collecting, using, and disclosing Personal Information solely and exclusively for the purposes for which you provided the Personal Information; and
- Except as otherwise specified in this Policy, or with your consent, not disclosing Personal Information to any person other than our employees, agents, and service providers who have a need to know.

Despite these efforts to store Personal Information in a secure operating environment, we cannot guarantee the security of Personal Information during its transmission or storage in our systems. Further, while we attempt to ensure the integrity and security of Personal Information, we cannot guarantee that our security measures will prevent third parties, such as hackers, from illegally



obtaining access to Personal Information. We do not represent or warrant that Personal Information about you will be protected against loss, misuse, or alteration by third parties.

### Accessing, Updating, or Deleting Personal Information

Properly authorized Customer Personnel may log into the Platforms to access, update, and delete Personal Information collected by the Services. If you would like to otherwise access, update, or delete Personal Information about you, or to have us complete any of the tasks described in this section on your behalf, you may submit a request to [inquiry@riversideinsights.com](mailto:inquiry@riversideinsights.com) or call us toll-free at (800) 323-9540 (US) or (630) 467-7000 (Outside the US). We will promptly review all such requests in accordance with applicable law.

### Compliance With COPPA and FERPA

Many of our Services are designed for Customer Personnel working with K-12 students. We recognize the sensitive nature of Personal Information contained in educational records concerning children under age 13 and K-12 students generally. This Personal Information is protected under either or both of the following federal statutes: COPPA and FERPA. Our privacy practices comply with both COPPA and FERPA.

#### COPPA

COPPA permits a school, acting in the role of “parent,” to provide required consent regarding Personal Information of students who are under the age of 13. Where a school is the subscriber to our Services, we rely on this for COPPA consent. We provide the school with this Policy, to ensure that the school, in providing its COPPA consent, has full information and assurance that our practices comply with COPPA.

#### FERPA

FERPA permits a school to provide educational records (including those that contain students’ Personal Information) to certain service providers without requiring the school to obtain specific parental/guardian consent. FERPA permits this disclosure where the service provider acts as a type of “school official” by performing services, for example, that would otherwise be performed by the school’s own employees. We fulfill FERPA requirements for qualifying as a school official by, among other steps, giving our school district Customers control with respect to the use and maintenance of the education records at issue (including associated Personal Information) and refraining from disclosing or using this Personal Information except provided under this Policy.



## Compliance With HIPAA

To the extent that information qualifies as PHI under HIPAA, and HIPAA affords greater privacy protections than those set forth in this Policy, Riverside will comply with the relevant HIPAA requirements regarding privacy for that information.

## Children's Privacy

Except as necessary to provide our Services, we do not knowingly collect or solicit Personal Information directly from anyone under the age of 16. Further, Riverside does not sell Student/Examinee Personal Information and does not market or advertise directly to Students/Examinees.

## Your California Privacy Rights

The State of California provides its residents with certain rights concerning their Personal Information. This section describes how you may exercise your rights with respect to Personal Information we collect through our Services.

### Categories of Personal Information Subject to California Privacy Rights

Through our Services, we collected the following categories of Personal Information during the past 12 months:

- Identifiers such as your name, email addresses, and online identifiers;
- Characteristics of protected classifications under federal and California law, such as race, gender, ethnicity, and disability;
- Internet or other electronic network activity information, such as IP addresses, device identifiers, and information on your interaction with our Services;
- Professional or employment-related information, such as your institutional affiliation; and
- Information used to create a profile reflecting your preferences or behavior while using our Services.

We collect these categories of Personal Information to the extent necessary to provide the Services and as otherwise described in the section [How We Use Personal Information](#).



**California Privacy Rights**

<b>Privacy Right</b>	<b>Description</b>
<b>Access</b>	<p>You have the right to request information on the categories of Personal Information that we collected in the previous twelve (12) months, the categories of sources from which the Personal Information was collected, the specific pieces of Personal Information we have collected about you, and the business purposes for which such Personal Information is collected and shared. You also have the right to request information on the categories of Personal Information, which were disclosed for business purposes, and the categories of third parties in the twelve (12) months preceding your request for your Personal Information. You can also access or correct your Personal Information by contacting us at <a href="mailto:inquiry@riversideinsights.com">inquiry@riversideinsights.com</a> or calling us toll-free at (800) 323-9540 (US) or (630) 467-7000 (Outside the US) to make such corrections.</p>
<b>Erasure</b>	<p>You have a right to request us to delete Personal Information that we collected from you. However, please be aware that we may not fulfill your request for deletion if we (or our service provider(s)) are required to retain your Personal Information for one or more of the following categories of purposes: (1) to complete a transaction for which the Personal Information was collected, provide a good or service requested by you, or complete a contract between us and you; (2) to ensure our website integrity, security, and functionality; (3) to comply with applicable law or a legal obligation or to exercise rights under the law; or (4) to otherwise use your Personal Information, internally, in a lawful manner that is compatible with the context in which you provided the information.</p>
<b>Right to Opt-Out</b>	<p><i>As noted above, we do not use Personal Information to market or advertise directly to Students/Examinees and do not otherwise sell Personal Information.</i></p> <p>Nonetheless, we wish to inform you of your general right to opt-out of certain disclosures of Personal Information to third parties if such disclosures constitute a “sale” under California law. You may opt-out of interest-based advertising by visiting the Network Advertising Initiative’s Opt-out page or YourAdChoices, provided by the Digital Advertising Alliance.</p>

If you would like to exercise your rights listed above, please send (or have your authorized agent send) an email to [inquiry@riversideinsights.com](mailto:inquiry@riversideinsights.com) or call us toll-free at (800) 323-9540 (US) or (630) 467-7000 (Outside the US). We will not use discriminatory practices against you for exercising your California privacy rights.



While we take measures to ensure that those responsible for receiving and responding to your request are informed of your rights and how to help you exercise those rights, when contacting us to exercise your rights, we ask you to please adhere to the following guidelines:

- ***Tell Us Which Right You Are Exercising:*** Specify which right you want to exercise and the Personal Information to which your request relates (if not to you). If you are acting on behalf of another consumer, please clearly indicate this fact and your authority to act on such consumer's behalf.
- ***Help Us Verify Your Identity:*** Provide us with information to verify your identity. For example, we may ask you to provide (at a minimum) your name, phone number, or email address. If your phone number or email address appears in our records, we may contact you to help confirm that you are making the request. Please note that if we cannot initially verify your identity, we may request additional information to complete the verification process. Any Personal Information you disclose to us for purposes of verifying your identity will solely be used for the purpose of verification.
- ***Direct Our Response Delivery:*** Please provide us with an email or mailing address through which we can provide our response. If you make the request by email, unless otherwise requested, we will assume that we can respond to the email address from which you made the request.

## Your Rights Under the EU General Data Protection Regulation (“GDPR”)

This GDPR section applies to individuals who are in the European Union (“EU”). For the purposes of this Policy, references to the EU also include the United Kingdom, Switzerland, and the European Economic Area countries Iceland, Liechtenstein, and Norway.

For this GDPR section, we use the terms “Personal Data” and “processing” as they are defined in GDPR. “Personal Data” generally means information that can be used to individually identify a person, and “processing” generally covers actions that can be performed in connection with data such as collection, use, storage, and disclosure.

If you have any questions about this section or whether any of the following applies to you, please contact us at [inquiry@riversideinsights.com](mailto:inquiry@riversideinsights.com) or call us toll-free at (800) 323-9540 (US) or (630) 467-7000 (Outside the US).

### **What Personal Data do we collect from you?**

Please see the section [Types of Personal Information We Collect and Use](#) above for details about the Personal Data we collect.



### **How do we use your PersonalData?**

Please refer to the section [How We Use Personal Information](#) above for details about how we use and process your PersonalData.

### **Lawful Basis for Processing.**

We will only process your PersonalData if we have a lawful basis for doing so. Lawful basis for processing may include consent, contractual necessity, and our “legitimate interests,” as further described below:

- *Contractual Necessity.* We may have a contractual necessity to process your PersonalData when you use our Services. When we process PersonalData due to contractual necessity, failure to provide such PersonalData will result in your inability to use some or all portions of the Services that require the data.
- *Legitimate Interest.* We may also process your PersonalData in connection with our legitimate business interests, for example:
  - Operation and improvement of our business and Services;
  - Providing customer support;
  - Protection from fraud or security threats;
  - Protecting the security of your account with us;
  - Providing you with a sign-in method;
  - Compliance with our legal obligations; and
  - Completion of corporate transactions.
- *Consent.* In some cases, we may process PersonalData based on the consent you expressly grant to us at the time we collect such PersonalData. When we process PersonalData based on your consent, it will be expressly indicated to you at the point and time of collection.

### **How and with whom do we share your data?**

We share PersonalData with service providers; organizations involved in mergers and acquisitions transactions; and law enforcement, government agencies, and courts. Please refer to the section [Disclosure of Personal Information](#) above.

### **How long do we retain your PersonalData?**

We retain PersonalData of users of our Services: (1) for as long as reasonably necessary to permit use of our Services and (2) as required by law or contractual commitment. After this period has expired, we will either turn over or delete the PersonalData from our systems according to your written instruction. These deletion periods apply to PersonalData and do not apply to de-identified information. We retain de-identified information in accordance with our standard practices for similar information.



In addition, and subject to any data retention required under applicable law, if requested and as directed by a user of our Site, we will delete a user's Personal Data collected via our Services. Deleting this information may limit some or all features of our Services. Where required by local law, we will delete such information and provide a certification of such deletion.

**What security measures do we use?**

Please refer to the section [How We Protect Personal Information](#) above for more information on the security measures we use to protect your Personal Data.

**What rights do you have regarding your Personal Data?**

You may have certain rights with respect to your Personal Data, including those set forth below. For more information about these rights or to submit a request, please email [inquiry@riversideinsights.com](mailto:inquiry@riversideinsights.com) or call us toll-free at (800) 323-9540 (US) or (630) 467-7000 (Outside the US). Please note that in some circumstances, we may not be able to fully comply with your request, such as if it is impractical, if it jeopardizes the rights of others, or if it is not required by law. But in those circumstances, we will still respond to notify you of such decision. In some cases, we may also need you to provide us with additional information, which may include Personal Data, if necessary, to verify your identity and the nature of your request.

Your rights under GDPR consist of:

*Access.* You can request more information about the Personal Data we hold about you and request a copy of your Personal Data.

*Rectification.* If you believe that any Personal Data we process about you is incorrect or incomplete, you can request that we correct or supplement such data.

*Erasure.* You can request that we erase some or all of your Personal Data from our systems.

*Withdrawal of Consent.* If we are processing your Personal Data based on your consent (as indicated at the time of collection of such Personal Data), you have the right to withdraw your consent at any time. Please note, however, that if you exercise this right, you may have to provide express consent on a case-by-case basis for the use or disclosure of certain of your Personal Data when such use or disclosure is necessary to enable you to use some or all features of a Site.

*Portability.* You can ask for a copy of your Personal Data in a machine-readable format. You can also request that we transmit the Personal Data to another entity where technically feasible.

*Objection.* You can contact us to let us know that you object to the further use or disclosure of your Personal Data for certain purposes.



*Restriction of Processing.* You can ask us to restrict further processing of your Personal Data.

*Right to File Complaint.* You have the right to lodge a complaint about Riverside's practices with respect to your Personal Data with the supervisory authority of your country or EU Member State.

### NY Parents' Bill of Rights for Data Privacy and Security

The New York Parents' Bill of Rights for Data Privacy and Security (the "Privacy Bill of Rights") addresses the relationship between schools and their third-party contractors, in addition to the schools' relationships with parents/guardians. The only elements of the Privacy Bill of Rights that are incorporated herein are those provisions directed to third-party contractors ("Contractor Privacy Provisions"). We agree to comply with the Contractor Privacy Provisions for schools in the State of New York. In the event of a conflict between this Privacy Policy and the Contractor Privacy Provisions, the Contractor Privacy Provisions will control. The full text of the Privacy Bill of Rights is available at the New York State Education Department web site (as of the date of this publication: [http://www.nysed.gov/common/nysed/files/programs/data-privacy-security/parents-bill-of-rights\\_1.pdf](http://www.nysed.gov/common/nysed/files/programs/data-privacy-security/parents-bill-of-rights_1.pdf)).

### Other Websites and Services

Our Services may direct you to or integrate with third-party services or websites. As noted above in the subsection Our Service Providers, we exercise commercially reasonable efforts to partner with service providers that post a privacy policy governing their processing of Personal Information that aligns with this Policy. We understand that you may want to examine and inquire about our service providers' privacy practices, and we encourage you to do so.

### De-Identified Information

The specific definition of "de-identified information" applicable to you depends on the laws applicable to your data. In general, however, de-identified information is information from which all personal identifiers have been removed or obscured such that it does not identify an individual and there is no reasonable basis to believe that the information can identify an individual.

Riverside collects and uses aggregated, de-identified information to assess the quality and improve our Services. Further, Riverside uses de-identified information for assessment and development purposes. As part of our assessment and development efforts, we may share aggregated, de-identified information with reputable third-party development partners, who are experts in the field of assessments and subject to strict obligations of security and confidentiality with respect to information they receive from us. These development partners only use the de-identified we share with them for analysis on our behalf and for purposes permitted under this Policy.



Finally, while assessments are in progress, we use de-identified information in order to authenticate a user's identity, maintain links between Students/Examinees and their respective proctors during assessment sessions, and update certain features of our Services.

### Changes to Our Privacy Policy

We reserve the right to update this Policy at any time. We will post the revised Policy on our main Site (<https://www.riversideinsights.com/support/policies>), and such changes will be effective immediately unless otherwise stated. If these changes are material, we will provide notice to you through email notifications and/or prominent statements on our website and, where required by applicable law, we will obtain your consent.

### Personal Information Transferred from the U.S.

If you are located outside of the United States, please be aware that information we collect, including Personal Information, may be transferred to, and processed, stored, and used in the United States. The data protection laws in the United States may differ from those of the country in which you are located.

### Do Not Track

Your browser may offer you a "Do Not Track" option, which allows you to signal to operators of websites, web applications, and services (including behavioral advertising services) that you do not wish such operators to track certain of your online activities over time and across different websites. Our Services currently do not support Do Not Track requests.

### How to Contact Us

If you have any questions about this Policy, please email us at [inquiry@riversideinsights.com](mailto:inquiry@riversideinsights.com) or call us toll-free at (800) 323-9540 (US) or (630) 467-7000 (Outside the US).



Exhibit D

## Riverside Assessments, LLC dba Riverside Insights

### Terms of Use

Last Updated: September 10, 2020

Riverside Assessments, LLC dba Riverside Insights (“Riverside,” “We,” or “Our”) provides content for Our assessments (collectively, the “Products”) and related assessment management features via Our web-based platforms, including Riverside DataManager, Online Scoring and Reporting for the Woodcock Assessment and Intervention Suite, BDI-2 DataManager, Riverside Score, and BDI-3 Mobile Data Solution (collectively, the “Platforms” and, together with the Products, the “Services”).

These Terms of Use (the “Terms” or “Terms of Use”) constitute a legal agreement concerning Riverside’s Services and are between you, either as an individual or as an authorized representative on behalf of an organization (“You” or “Your”), and Riverside. Please note that different or additional terms may apply regarding your license of the Services where agreed to in writing between You and Riverside.

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING, USING, OR DISPLAYING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS OF USE AND TO THE COLLECTION AND USE OF YOUR INFORMATION AS SET FORTH IN RIVERSIDE’S ASSESSMENT PRIVACY POLICY (THE “PRIVACY POLICY”). DO NOT ACCESS, USE, OR DISPLAY THE SERVICES IF YOU DO NOT AGREE TO THESE TERMS AND THE PRIVACY POLICY.

#### 1. Definitions

“**COPPA**” means the Children’s Online Privacy Protection Act, 15 U.S.C. §§ 6501-6505, and the regulations promulgated thereunder, each as amended.

“**DFARS**” means the Department of Defense FAR Supplement, codified at 48 C.F.R. Parts 200-299.

“**Effective Date**” means the earlier of (i) the date You accept these Terms of Use (electronically or otherwise) or (ii) the date You first begin to use the Services.

“**FAR**” means the Federal Acquisition Regulation, codified at 48 C.F.R. Parts 1-52.

“**FERPA**” means the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and the regulations promulgated thereunder, each as amended.

“**HIPAA**” means the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d *et seq.*, and the regulations promulgated thereunder, each as amended.

“**PPRA**” means the Protection of Pupil Rights Amendment, 20 U.S.C. § 1232h, and the regulations promulgated thereunder, each as amended.



“Term” means the term during which these Terms of Use are in effect, which will begin on the Effective Date and continue for as long as You have access to the Services, subject to the termination and survival provisions of Section 11 (Term and Termination).

## **2. Access to Licensed Services**

In accordance with and subject to Your compliance with these Terms of Use and any accompanying user documentation, Riverside grants You a personal, limited, nontransferable, nonsublicensable, nonexclusive license to access and use the applicable Services during the Term. Riverside reserves the right, upon prior written notice to You, to discontinue versions of the Services. If a Service is discontinued, Riverside will notify you about whether a new version of such Service is available, and, if such version is available, You will be required to license the latest version of such Service in order to maintain access.

## **3. Access to the Platform**

### **3.1 Required Computing Resources**

Use of the Services requires, at a minimum, computing resources needed to access and browse the internet. Such computing resources may include, as specified in applicable user documentation: (i) a personal computer and/or mobile device; (ii) software, including browser software and operating system software; and (iii) other specified client-side computing resources (collectively, “Client-Side Computing Resources”). You are responsible for ensuring that You (a) have access to requisite Client-Side Computing Resources and (b) are sufficiently familiar with and trained regarding such Client-Side Computing Resources.

Riverside does not guarantee that the Services will operate with Your specific Client-Side Computing Resources. You are advised to carefully review each Service’s posted minimum system requirements to ensure compatibility.

### **3.2 Enrollment Responsibilities**

Depending on the specific Services You are using and your role with respect to such Services, You may need to select the users who will have access to the Services and prepare the necessary files for import or manually enroll the users using features provided in the Services. For some Services, We may limit the number of users per subscription license.<sup>1</sup>

### **3.3 Use of Passwords**

Once enrolled, You will have the opportunity to create a password for Your assigned user name (“Login Credentials”). All account users should have their own Login Credentials. Riverside will treat anyone who uses Your Login Credentials as “You.” Riverside will not be responsible for Your sharing or other misuse of Login Credentials, and Riverside will hold You responsible for the

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<sup>1</sup> If you are a BDI-3 customer and have licensed a BDI-3 subscription, for example, you will be limited to 3 users per subscription license. Each user must consent to and abide by these Terms of Use.



activities of a person using Your Login Credentials. You agree to maintain Your Login Credentials in confidence and to notify Riverside immediately if You know or suspect that someone is using Your Login Credentials in an inappropriate manner.

**4. Riverside’s Intellectual Property**

Riverside’s Services, including derived scaled scores from number of questions answered correctly (“Score Conversions”), assessment score reports (“Reports”), and all related designs, layouts, appearances, and graphics therein, as well as the copyrights, trademarks, service marks, wordmarks, and logos contained within the foregoing, embody intellectual property rights owned by Riverside (or its licensors), including any rights under patent law, copyright law, trade secret law, and trademark law (“Riverside Intellectual Property”). All rights not expressly granted herein are reserved to Riverside and/or its licensors, as applicable.

**5. Test Security; Use of Assessment Score Reports**

Confidentiality is critical to the integrity, validity, and fairness of the testing process. Riverside restricts distribution of certain Products to qualified institutions and examiners. Under the *Standards for Educational and Psychological Testing* (2014) (“SEPT”), published by the American Educational Research Association, American Psychological Association, and National Council on Measurement in Education, educators and psychologists have a duty to protect the integrity of secured tests by maintaining the confidentiality of test questions and answers. Widespread dissemination of test protocols, which include substantial portions of the actual test items, would inevitably undermine this process. For this reason, Services are distributed only to recipients who agree to take appropriate steps to protect the confidentiality of the Services. Providing unauthorized third parties access to these Services, permitting notetaking by non-professionals during test administrations, or permitting the audio or video recording of test administrations would compromise test security and violate these Terms of Use, which may result in termination of Your rights to access and use the Services in Riverside’s sole discretion.

You must use the Services in accordance with these Terms of Use and applicable federal, state, and local laws and regulations. You understand and agree that the Services are meant to be used as tools to support Your assessment process and are not intended or designed to replace Your professional judgment. You assume all responsibility for the use or misuse of the Services. You must use the Services in accordance with Riverside’s [Test Disclosure Policy](#) and the SEPT (collectively, the “Policies and Standards”).

**6. Grant of Rights in Submitted Data and Feedback; Storage**

By providing information to Riverside directly through Your use of the Services, including information about students/examinees and account usage data (“Submitted Data”), You grant Riverside a royalty-free, nonexclusive, transferrable, sublicensable, worldwide license to use the Submitted Data for all purposes contemplated under these Terms of Use as well as any user documentation. You acknowledge and agree that Riverside may use or disclose Submitted Data to provide maintenance and support for the Services and for communications relevant to your



use of the Services, such as product updates, planned outages, maintaining a sufficient number of licenses, and renewals. Riverside does not claim ownership in Submitted Data and retains only those rights in Submitted Data reasonably necessary or otherwise required to provide the Services and as otherwise contemplated under these Terms of Use and any user documentation. Submitted Data that Riverside receives from You is subject to Section 14 (Riverside’s Use of Submitted Data and Feedback; De-Identified Information) regarding use of de-identified data and the [Privacy Policy](#).

In addition to the license You grant us for the Submitted Data, You grant Riverside a nonexclusive, worldwide, perpetual, royalty-free, irrevocable right to use, disclose, reproduce, modify, license, transfer, and otherwise distribute any comments, ideas, and suggestions for improvements or developments related to or associated with the Services that You provide (“Feedback”) in any manner without compensation to You. Please do not submit Feedback if You do not wish to grant us the rights set forth in this Section.

By providing Submitted Data and/or Feedback, You represent and warrant that You own such Submitted Data and/or Feedback (including intellectual property rights therein), or that You have obtained sufficient authority and right to the Submitted Data and/or Feedback in order to grant the rights to Riverside contemplated under these Terms of Use and any user documentation.

YOU ARE ADVISED TO EXPORT AND SAFEGUARD SUBMITTED DATA AND BACK UP IMPORTANT INFORMATION FREQUENTLY. If You choose to provide Submitted Data to Riverside via the Services, Riverside will periodically back up the Submitted Data and will take reasonable steps to securely store said backups. Notwithstanding anything to the contrary, You hereby release Riverside from any claim or liability relating to any failure in Riverside’s database system and backup practices.

After expiration of the Term, Riverside will return or delete Submitted Data, in whole or in part, promptly after receiving written request and instruction from You or Your authorized designee, unless retention is necessary in Riverside’s determination to provide other services to You; fulfill any other obligation it may owe You; or comply with applicable laws, regulations, court orders, or other legal processes. Riverside will retain all data that is not returned or deleted pursuant to the foregoing process in accordance with its standard records retention policy.

Notwithstanding anything in this Section, Riverside may retain Submitted Data in accordance with its backup or other disaster recovery policies and procedures. You acknowledge and agreed that backed-up data cannot be recovered following deletion. You unconditionally release, waive, and discharge any right or entitlement, whether by contract, under operation of law, or otherwise, to bring any cause of action or claim against Riverside now or in the future in connection with any data deletion request You make. You assume any and all risk of loss, liability, damage, or costs that may occur as a result of Your data deletion request.

## **7. Platform Availability and Errors**

Riverside will use commercially reasonable efforts to make the Services available to You without



significant interruption. There may be times when the Services are unavailable due to technical errors or for maintenance and support activities. We do not represent, warrant, or guarantee that the Services will always be available or are completely free of human or technological errors.

If a Service experiences a significant interruption that is not due to scheduled downtime, Riverside will use timely and commercially reasonable efforts to restore required functionality (the "Availability Commitment"). The Availability Commitment does not apply to downtime: (i) due to emergencies, (ii) that Riverside otherwise schedules, for example, to install software updates and patches, (iii) due to Your violation of these Terms; or (iv) due to Your failure to update or upgrade your Services when suggested by Riverside.

The Services may contain typographical mistakes, inaccuracies, or omissions, and some information may not be complete or current. We expressly reserve the right to correct any errors, inaccuracies, or omissions and to change or update information at any time without prior notice. We do not make any representation or warranty concerning errors, omissions, delays, or defects in the Services or any information supplied to You via the Services, or that files available through the Services are free of viruses, worms, Trojan horses, or other code that include or manifest contaminating or destructive characteristics.

You may contact Riverside's technical support team with questions about the Services at the hours listed on our [Support Page](#). In addition to taking reasonable steps to respond to reproducible errors or bugs in the Services commensurate with the severity of the error or bug, technical support may also provide You with information regarding Service availability.

## **8. Use Restrictions**

You agree not to copy, duplicate, publish, distribute, display, modify, create derivative works of, or alter physical or electronic characteristics of the Services. You agree not to dismantle or reverse engineer or clone any part of the Services. You will not grant sublicenses to, assign, transfer, sell, or rent the Services or any sublicenses thereto without Riverside's prior written consent.

Because the Services, including Score Conversions and Reports, are Riverside Intellectual Property and are considered confidential information of Riverside, the Services will not be disclosed by You in response to requests made by third parties unless otherwise required pursuant to applicable law or valid court order, and then only after prior notice is provided to Riverside as well as an opportunity to prevent such disclosure. You agree that You will not otherwise, directly or indirectly, disclose any confidential information of Riverside without Riverside's prior written consent.

Subject to the restrictions in Section 5 (Test Security; Use of Assessment Score Reports), You may print, copy, display, and otherwise distribute Reports, but not any other parts of the Services, provided that such actions are in compliance with Your obligations under the Policies and Standards and are otherwise in compliance with all applicable laws, regulations, and professional standards and obligations. You represent and warrant that You have obtained the necessary permissions from parents/guardians, students/examinees and/or other applicable third parties



relating to Your use of the Reports. You hereby release Riverside from any claim or liability relating to Your use of the Reports.

Notwithstanding anything to the contrary, You will not under any circumstance import any external content into any Test Reports or copy, display, or reproduce any test question from the Services without Riverside's prior written consent.

Your use of the Services to generate Reports is based on quantities of student administrations (record forms, answer documents, other consumable test or response booklets, digital administrations, or digital licenses) that You license from Riverside. You are only entitled to assess one student/examinee per record form, answer document, other consumable test or response booklet, digital administration, or digital license; however, multiple different Reports may be generated from a single test administration.

You agree that when using the Services, You will not: introduce into the Services any virus, rogue program, time bomb, drop dead device, ransomware, back door, Trojan horse, worm, or other malicious or destructive code, software routines, denial of service attack, or equipment components designed to permit unauthorized access to the Services; otherwise harm other users, Riverside Intellectual Property, or any third parties; or authorize any third parties to perform such actions.

You will not use the Services to commit fraud or conduct other unlawful activities. You will not access or attempt to access any other person's account, personal information, or content without permission.

You will not use any bot, spider, or other automatic or manual device or process for the purpose of harvesting or compiling information about the Services or any users thereof for any reason.

You will not decrypt, transfer, frame, display, or translate (except translations for limited personal use) any part of the Services.

You will not connect to or access any Riverside computer system or network without authorization.

You will not use the information in the Services to create or sell a similar service or use the Services for the purpose of soliciting, selling, or offering services, merchandise, or products.

## **9. Third Party Websites**

The Services may integrate with or provide links to other content, including websites or open education resources, on the Internet that We do not control. This content may provide opinions, recommendations, or other information from various individuals, organizations, or companies. We are not responsible for the nature, quality, or accuracy of such content. Inclusion of any linked content in the Services does not imply or express an approval or endorsement thereof by us or of any of the opinions, treatments, information, products, or services provided in this content, even



if We receive a referral fee in connection with Your use of such third-party content.

**10. Limited Warranty**

Riverside warrants that the Services will not infringe any valid United States copyrights existing at time the Services are made available to You, provided that this warranty does not extend to any infringement arising out of: (i) the use of the Services in combination with systems, equipment, materials, or platforms not supplied by Riverside or any use of the Services outside of the United States; (ii) Your use of the Services in violation of these Terms of Use or the user documentation provided by Riverside; (iii) Your modification of the Services; (iv) Your failure to install or implement a released upgrade to the Services that would have avoided the infringement; or (v) any Submitted Data. If You promptly notify Riverside of any such infringement claim brought by a third party of which You have knowledge or notice, and accord Riverside the right, at its sole option and expense, to handle the defense of the infringement claim, Riverside will defend You against such infringement claim and pay any final judgment or settlement thereof. Notwithstanding the foregoing, Riverside will not indemnify for any infringement claim that arises out of the scenarios set forth in clauses (i)-(v) of this Section. If such an infringement claim arises, or if Riverside becomes aware of the possibility of such a claim, then Riverside may, at its sole discretion (a) acquire the right for You to continue to use the affected Services in accordance with these Terms, (b) furnish You with a non-infringing replacement as soon as commercially possible, or (c) terminate these Terms in whole or in part by refunding any pre-paid, unused fees You paid for use of the Services. The obligations set forth in this Section are Your exclusive remedy and Riverside's sole obligations with respect to any breach of this warranty.

EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS SECTION 10 (LIMITED WARRANTY), RIVERSIDE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES. THE SERVICES ARE PROVIDED "AS IS". RIVERSIDE DOES NOT WARRANT OR MAKE ANY PROMISES REGARDING THE CORRECTNESS, USEFULNESS, ACCURACY, AVAILABILITY, OR RELIABILITY OF (I) YOUR USE THE SERVICES OR (II) ANY ADVICE YOU GLEAN FROM THE SERVICES WHETHER PROVIDED BY US OR A THIRD PARTY. WE DO NOT PROMISE THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY DEFECTS WILL BE CORRECTED. EXCEPT AS EXPRESSLY STATED IN THIS SECTION, ANY AND ALL WARRANTIES OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED. RIVERSIDE WILL HAVE NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MISDELIVERY, OR FAILURE TO STORE ANY COMMUNICATION OR CONTENT.

**11. Term and Termination**

These Terms of Use are effective during the Term, subject to the termination and survival provisions of this Section 11 (Term and Termination).

Either party will have the right to terminate these Terms of Use if the other party breaches any of its obligations thereunder and fails to cure the same within thirty (30) days after receipt of written notice of default, except that there will be no cure period for Your breach of Riverside's rights under Section 4 (Riverside Intellectual Property); Section 5 (Test Security; Use of Assessment Score Reports), Section 6 (Grant of Rights in Submitted Data and Feedback; Storage), or Section 8



(Use Restrictions). Upon termination of these Terms of Use, any rights You have in the Services will terminate.

The provisions of Section 4 (Riverside Intellectual Property), Section 6 (Grant of Rights in Submitted Data and Feedback; Storage), Section 10 (Limited Warranty), Section 12 (Indemnification), Section 13 (Limitation of Liability), Section 14 (Riverside's Use of Submitted Data and Feedback; De-Identified Information), and Section 19 (General) will survive any expiration or termination of these Terms of Use. Riverside reserves the right to terminate these Terms of Use for convenience by providing You with reasonable notice and thereafter allowing You a reasonable opportunity (not to exceed 30 days) to export a copy of Your Submitted Data.

If these Terms of Use are terminated for any reason, Riverside may make a reasonable effort to allow You access to the Services for not more than thirty (30) days for the sole purpose of exporting Submitted Data (the "Submitted Data Retrieval Period"). Upon conclusion of the Submitted Data Retrieval Period, Riverside may destroy copies of Submitted Data in its possession.

If these Terms of Use expire, retention of Submitted Data will be governed by Section 6 (Grant of Rights in Submitted Data and Feedback; Storage).

## **12. Indemnification**

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD RIVERSIDE HARMLESS AGAINST ALL CLAIMS, LIABILITIES, DEMANDS, DAMAGES, OR EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) ARISING OUT OF OR IN CONNECTION WITH: (I) YOUR USE OF THE SERVICES COVERED BY THESE TERMS AND/OR (II) YOUR FAILURE TO COMPLY WITH THESE TERMS.

## **13. Limitation of Liability**

RIVERSIDE'S TOTAL AGGREGATE LIABILITY FOR LOSSES OR DAMAGES RELATING TO THESE TERMS OF USE AND/OR THE SERVICES, OR YOUR USE OR INABILITY TO USE THE SERVICES, REGARDLESS OF THE FORM OF ACTION, WILL IN NO EVENT EXCEED THE GREATER OF: (A) ONE THOUSAND U.S. DOLLARS (USD \$1,000.00) OR (B) THE FEES ACTUALLY PAID BY YOU TO RIVERSIDE IN THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

IN NO EVENT WILL RIVERSIDE BE LIABLE TO YOU OR ANY THIRD PARTY, EITHER IN CONTRACT, TORT, OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF FUTURE REVENUE, INCOME OR PROFITS OR LOSS OF DATA, EVEN IF RIVERSIDE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM, LOSS, OR DAMAGE ARISING FROM YOUR USE OF THE SERVICES.

## **14. Riverside's Use of Submitted Data and Feedback; De-Identified Information**

Riverside may, from time to time, anonymize Submitted Data so that it constitutes de-identified



Information (“De-Identified Information”). Riverside will only use De-Identified Information in accordance with HIPAA and FERPA and for lawful purposes, including quality assurance, product research, test development, norm development and validation, and other internal purposes to develop, evaluate, and provide improved educational and clinical Services. The De-Identified Information will not directly identify a person but may be linkable to a particular computer, device, operation system, platform, or software instance (via a unique device ID or otherwise) (“Usage Information”). You acknowledge and agree that Riverside will be free to use De-Identified Information in compliance with HIPAA and FERPA requirements and for the purposes described in these Terms of Use.

**15. Protection of Student Personal Information**

Please see the [Privacy Policy](#) governing your license of our Services for information about (i) Our practices related to collection, use, and deletion of personal information, including how You can access, review, and update personal information, and (ii) the security measures We have in place designed to safeguard your information.

**16. Applicability of HIPAA**

If You are a “Covered Entity” as defined under HIPAA, You and Riverside agree that the Business Associate Addendum will govern HIPAA-related matters (click [here](#) to review the Business Associate Addendum). If You are not a Covered Entity, this Section does not apply.

**17. Federal Government Terms and Conditions**

If You are the United States Government or any agency, subdivision, or instrumentality thereof (the “U.S. Government”), the Services (including any related databases, documentation, technical data, and programmer’s tools) delivered to the U.S. Government are “commercial computer software” or “commercial technical data” pursuant to the applicable FAR, DFARS, or other agency-specific supplemental regulations. As such, the use, duplication, disclosure, modification, and adaptation of the Services are subject to these Terms of Use, pursuant to FAR 12.212 (Computer Software) and 12.211 (Technical Data), as applicable. If You are the U.S. Government and subject to the DFARS, then the Services (including any related databases, documentation, technical data, and programmer’s tools) is provided subject to DFARS 252.227-7015 (Technical Data—Commercial Items) and DFARS 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation), as applicable. Should the Services be deemed to not constitute “commercial computer software” or “commercial technical data,” then they will be given to the U.S. Government with Limited or Restricted Rights, as applicable. In all cases, these Terms of Use supersede any conflicting terms or conditions in any government order document; provided, any provisions contained herein contrary to applicable mandatory federal laws will be treated as provided in FAR 52.212-4(u).

**18. Consent Regarding Students’ Personal Information**

Please note that FERPA requires parental/guardian consent before a service provider, such as Riverside, is given access to personal information contained in a student’s/examinee’s



educational records. Under FERPA, this parental/guardian consent requirement is met where the service provider acts as a type of “school official” by performing services for the school that would otherwise be performed by the school’s own employees. Riverside fulfills FERPA requirements for qualifying as a school official by, among other steps, giving schools direct control with respect to the use and maintenance of the educational records at issue (including associated personal information) and refraining from re-disclosing or using this personal information except for purposes of providing the Services or as required by applicable laws, regulations, court orders, or other legal processes. Riverside will comply with access requests as required by FERPA.

**19. General**

THESE TERMS WILL BE GOVERNED BY, CONSTRUED, AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, WITHOUT GIVING EFFECT TO CHOICE OF LAW OR CONFLICTS OF LAW PRINCIPLES THEREUNDER. The foregoing choice of law notwithstanding, copyright, trademark, and patent claims are subject only to U.S. Federal law and U.S. Federal court interpretation thereof. You agree that any action at law or in equity arising out of or relating to these Terms of Use will be filed only in the state or federal courts located in the Northern District of Illinois, Eastern Division. These Terms will not be assignable by You, either in whole or in part. Riverside reserves the right to assign the rights and obligations under these Terms of Use for any reason and in Riverside’s sole discretion. The [Privacy Policy](#) must be read in conjunction with these Terms of Use, and the provisions of the Privacy Policy are incorporated herein. These Terms of Use and the Privacy Policy constitute the entire agreement between You and Riverside concerning the Services, your use thereof, and any related activities, and supersede all discussions, proposals, bids, understandings, agreements, invitations, orders, and other communications, oral or written, on this subject. These Terms may not be waived, amended, or modified in any way without the prior written permission of Riverside. We may revise and update these Terms of Use from time to time and will post the revised terms of use to Our website and may also post links to them on Our Platforms. UNLESS OTHERWISE STATED IN THE AMENDED VERSION OF THESE TERMS OF USE, ANY CHANGES TO THESE TERMS OF USE WILL APPLY IMMEDIATELY UPON POSTING. We are not obligated to provide You with notice of any changes, and any changes to these Terms of Use will not apply retroactively to events that occurred prior to such changes. Your continued use of the Services will constitute Your agreement to any new provisions within the revised terms of use. You may print a copy of these Terms of Use and the Privacy Policy for Your records. If any one or more provisions of these Terms of Use are found to be illegal or unenforceable, the remaining provisions will be enforced to the maximum extent possible. To the extent any licensed order from You conflicts with or amends these Terms of Use in any way, these Terms of Use, as unmodified, will prevail. To the extent the Privacy Policy conflicts with or amends these Terms of Use in any way, the Privacy Policy will prevail.

Any license granted under these Terms of Use to You must be expressly provided herein, and there will be no licenses or rights implied hereunder, based on any course of conduct or other construction or interpretation thereof. All rights and licenses not expressly granted to You by Riverside are reserved.

**RFP 20-2076-11EMF  
ABILITY ASSESSMENT  
BAFO PRICING**

**Offeror: Riverside Assessments, LLC**

Offerors shall provide a separate complete pricing list for all products being offered for this solicitation.

For evaluation purposes, provide online testing cost per student for 3,800 Grade 2 students. List pricing for all items required to administer the test on separate line for each year. This shall include any practice materials, data manager, manuals, and scoring cost for each year and for each form.

Item description and order #	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years 1-5
CogAT Form 7						
Per License Price—2000018	\$12.25	\$12.25	\$12.25	\$12.25	\$12.25	
Evaluation Quantity—3,800, extended	\$46,550.00	\$46,550.00	\$46,550.00	\$46,550.00	\$46,550.00	\$232,750.00
2000570—Riverside Training Academy	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$2,500.00
Total	\$47,050.00	\$47,050.00	\$47,050.00	\$47,050.00	\$47,050.00	
					Grand total Years 1-5	\$235,250.00

Item description and order #	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years 1-5
CogAT Form 8						
Per License Price—2000021	\$12.25	\$12.25	\$12.25	\$12.25	\$12.25	
Evaluation Quantity—3,800, extended	\$46,550.00	\$46,550.00	\$46,550.00	\$46,550.00	\$46,550.00	\$232,750.00
2000570—Riverside Training Academy	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$2,500.00
Total	\$47,050.00	\$47,050.00	\$47,050.00	\$47,050.00	\$47,050.00	
					Grand total Years 1-5	\$235,250.00

Exhibit E



## 2020–2021 School Year Cognitive Abilities Test (CogAT) Form 7 Order Form, Continued

Item and Packaging	Code Number	Quantity	Catalog Price	Total Price
<b>Test Materials</b> CogAT age norms begin at 4 years, 11 months				
<b>Machine-Scorable Test Booklets</b>				
Pkg. 5, includes materials needed for machine scoring and Directions for Administration				
CogAT Form 7, Level 5/6	1473573	_____	\$41.00	_____
CogAT Form 7, Level 7	1473575	_____	\$41.00	_____
CogAT Form 7, Level 8	1473577	_____	\$41.00	_____
CogAT Form 7, Level 9	1548261	_____	\$41.00	_____
Pkg. 25, includes materials needed for machine scoring and Directions for Administration				
CogAT Form 7, Level 5/6	1473574	_____	\$184.50	_____
CogAT Form 7, Level 7	1473576	_____	\$184.50	_____
CogAT Form 7, Level 8	1473578	_____	\$184.50	_____
CogAT Form 7, Level 9	1548262	_____	\$184.50	_____
<b>Reusable Test Booklets with Answer Documents</b>				
Pkg. 5, includes Test Booklets, Answer Documents, and one copy of Directions for Administration				
CogAT Form 7, Level 9	2000436	_____	\$46.50	_____
CogAT Form 7, Level 10	2000437	_____	\$46.50	_____
CogAT Form 7, Level 11	2000438	_____	\$46.50	_____
CogAT Form 7, Level 12	2000439	_____	\$46.50	_____
CogAT Form 7, Level 13/14	2000440	_____	\$46.50	_____
CogAT Form 7, Level 15/16	2000441	_____	\$46.50	_____
CogAT Form 7, Level 17/18	2000442	_____	\$46.50	_____
Pkg. 25, includes Test Booklets, Answer Documents, and one copy of Directions for Administration				
CogAT Form 7, Level 9	2000443	_____	\$214.50	_____
CogAT Form 7, Level 10	2000444	_____	\$214.50	_____
CogAT Form 7, Level 11	2000445	_____	\$214.50	_____
CogAT Form 7, Level 12	2000446	_____	\$214.50	_____
CogAT Form 7, Level 13/14	2000447	_____	\$214.50	_____
CogAT Form 7, Level 15/16	2000448	_____	\$214.50	_____
CogAT Form 7, Level 17/18	2000449	_____	\$214.50	_____
<b>Directions for Administration</b>				
Directions for Administration are also available for download from DataManager under the "Admin" tab.				
Single copy				
CogAT Form 7, Level 5/6	1482727	_____	\$27.75	_____
CogAT Form 7, Level 7	1482732	_____	\$27.75	_____
CogAT Form 7, Level 8	1482731	_____	\$27.75	_____
CogAT Form 7/8, Level 9 - Machine-Scorable	1713688	_____	\$27.75	_____
CogAT Form 7/8, Level 9 - Reusable	1713687	_____	\$27.75	_____
CogAT Form 7/8, Levels 10–17/18	1713689	_____	\$27.75	_____
CogAT Form 7, Level 5/6 - Spanish Edition	1482738	_____	\$27.75	_____
CogAT Form 7, Level 7 - Spanish Edition	1482740	_____	\$27.75	_____
CogAT Form 7, Level 8 - Spanish Edition	1482741	_____	\$27.75	_____
CogAT Form 7, Level 9 - Spanish Edition	1482742	_____	\$27.75	_____
CogAT Form 7, Levels 10–17/18 - Spanish Edition	1482743	_____	\$27.75	_____

Subtotal for this page \_\_\_\_\_

Prices are valid until June 30, 2021 and are subject to change without notice.

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## 2020–2021 School Year Cognitive Abilities Test (CogAT) Form 7 Order Form, Continued

Item and Packaging	Code Number	Quantity	Catalog Price	Total Price
<b>Large-Print Edition</b>				
Single copy				
CogAT Form 7, Level 5/6	1482802	_____	\$88.60	_____
CogAT Form 7, Level 7	1482803	_____	\$88.60	_____
CogAT Form 7, Level 8	1482804	_____	\$88.60	_____
CogAT Form 7, Level 9	1482805	_____	\$88.60	_____
CogAT Form 7, Level 10	1482806	_____	\$88.60	_____
CogAT Form 7, Level 11	1482807	_____	\$88.60	_____
CogAT Form 7, Level 12	1482808	_____	\$88.60	_____
CogAT Form 7, Level 13/14	1482809	_____	\$88.60	_____
CogAT Form 7, Level 15/16	1482810	_____	\$88.60	_____
CogAT Form 7, Level 17/18	1482811	_____	\$88.60	_____

**Answer Documents****Answer Sheets**

Note: CogAT answer sheets are specific to Form.

Pkg. 25, includes materials needed for machine scoring

CogAT Form 7, Level 9	2000450	_____	\$50.00	_____
CogAT Form 7, Levels 10–17/18	2000451	_____	\$50.00	_____

**Combined Answer Folders**

Iowa Assessments™ Forms EFG, Complete or Core Battery, and the Cognitive Abilities Test Form 7 & 8.

Note: Combined answer folders are level specific for both Iowa Assessments and CogAT. For off-level testing, use separate CogAT answer documents.

Pkg. 25, includes materials needed for machine scoring

Forms EFG, Level 9 with Word Analysis and Listening/CogAT, Level 9	2000500	_____	\$50.00	_____
Forms EFG, Level 9 with CogAT, Level 9	2000501	_____	\$50.00	_____
Forms EFG, Level 10 with CogAT, Level 10	2000502	_____	\$50.00	_____
Forms EFG, Level 11 with CogAT, Level 11	2000503	_____	\$50.00	_____
Forms EFG, Level 12 with CogAT, Level 12	2000504	_____	\$50.00	_____
Forms EFG, Level 13 with CogAT, Level 13/14	2000505	_____	\$50.00	_____
Forms EFG, Level 14 with CogAT, Level 13/14	2000506	_____	\$50.00	_____
Forms EF, Level 15 with CogAT, Level 15/16	2000507	_____	\$50.00	_____
Forms EF, Level 16 with CogAT, Level 15/16	2000508	_____	\$50.00	_____
Forms EF, Level 17/18 with CogAT, Level 17/18	2000509	_____	\$50.00	_____

Subtotal for this page \_\_\_\_\_

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Prices are valid until June 30, 2021 and are subject to change without notice.

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## 2020–2021 School Year Cognitive Abilities Test (CogAT) Form 7 Order Form, Continued

Item and Packaging	Code Number	Quantity	Catalog Price	Total Price
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**Scoring and Reporting Materials****Scoring Key** (Single copy)

CogAT Form 7, Levels 5/6–8	1485871	_____	\$21.85	_____
CogAT Form 7, Levels 9–17/18	1548260	_____	\$40.25	_____

**Norms and Score Conversions Guide** (Single copy)

CogAT Forms 7 & 8, 2017 Norms, Includes levels 5/6–17/18	1721840	_____	\$99.00	_____
CogAT Form 7, 2011 Norms, Includes levels 5/6–17/18	1525393	_____	\$99.00	_____

**Post-Test and Support Materials****Score Interpretation Guide** (Single copy)

CogAT Form 7, Includes levels 5/6–17/18	1482824	_____	\$40.25	_____
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**Research and Development Guide** (Single copy)

CogAT Form 7, Includes levels 5/6–17/18	1482823	_____	\$113.25	_____
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**DataManager Access for Hand-Scoring Customers\*\***

(Price listed is for one building/site only. Please order one DataManager Ancillary Access License for each site, as needed.)

Hand-Scoring DataManager Ancillary Access - Initial	1497434	_____	\$125.00	_____
Hand-Scoring DataManager Ancillary Access - Renewal	1497435	_____	\$50.00	_____

\*\*Must order Scoring Keys separately. See above for codes and prices.

**TRAINING:**

To explore training options for this assessment, please consult the separate K–12 Training order form or contact your local Assessment Consultant or Riverside Customer Service.

**How to Place Your Order:**

Via our online PO portal: <https://riversideinsights.info/order>  
Via phone: 800.323.9540

Via mail: Customer Service  
Riverside Insights  
One Pierce Place, Suite 900W  
Itasca, IL 60143

Product Order Subtotal	_____
State Sales Tax	_____
Shipping Service Fee*	_____
Order Total	_____

\*A shipping service fee is prepaid and added to the invoice.  
Estimate 10% (\$10.00 minimum) for ground shipping;  
15% (\$10.00 minimum) for Second Day Air;  
17% (\$20.00 minimum) for Next Day Air shipping;  
and 25% for international shipments.

Inquiries may be directed to: [inquiry@riversideinsights.com](mailto:inquiry@riversideinsights.com)  
For more information, please visit: [riversideinsights.com](http://riversideinsights.com)

Note: To ensure adequate processing time when submitting an expedited RUSH order, please phone in your order to 800.323.9540.

Prices are valid until June 30, 2021 and are subject to change without notice. All orders will be filled at prices in effect upon receipt of your order. To obtain the most up to date pricing, please call Riverside Insights at 800.323.9540 or visit us online at [www.riversideinsights.com](http://www.riversideinsights.com).

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2020–2021 School Year  
**Cognitive Abilities Test™ (CogAT®) Form 8 Order Form**



**Please note:**

Effective July 1, 2019, Riverside Insights began collecting payments directly, as it is no longer affiliated with HMH. Therefore, please enclose a check, money order, or valid purchase order **payable to “Riverside Insights”** with all orders.

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Have you tried purchasing Riverside products through our Digital Storefront?  
We now accept Purchase Orders and credit card purchases.  
Visit [www.riversideinsights.com](http://www.riversideinsights.com) and click Shop Now to get started.

2020–2021 School Year Cognitive Abilities Test™ (CogAT®) Form 8 Order Form Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Payment Information**

NOTE: Riverside Insights™ is the new name of our independent company, which is no longer part of HMH.

Please enclose a check, money order, or valid purchase order payable to "Riverside Insights" with all orders.

- Purchase Order enclosed. Number \_\_\_\_\_
- Check enclosed. Number \_\_\_\_\_
- Money Order enclosed.

**IMPORTANT NOTE FOR CREDIT CARD USERS:** For your security, we can only accept credit card orders by phone at 800.323.9540. Customers wishing to remit payment by credit card will be contacted by Customer Service once their order has been processed.

Exempt from state sales tax. (Please attach copy of certificate)

Cert. no. \_\_\_\_\_

Cert. Expiration Date \_\_\_\_\_

**NOTE: Orders from first time purchasers require a completed Test Purchaser Qualification Form.**

**Professional Credentials—Choose One:**

- Test Purchaser Qualification Form attached
- Test Purchaser Qualification Form on file at Riverside Insights

**Charge to: (see note above)**

Name \_\_\_\_\_

Position \_\_\_\_\_

Organization \_\_\_\_\_

Billing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Email address \_\_\_\_\_

**Ship to: (if different from billing address)**

Name \_\_\_\_\_

Position \_\_\_\_\_

Organization \_\_\_\_\_

Shipping Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Email address \_\_\_\_\_

**REQUIRED INFORMATION (YOUR ORDER WILL NOT BE PROCESSED WITHOUT THIS INFORMATION.)**

Please describe yourself:

- System/District  Diocese/Archdiocese
- Building/School CHECK ONE:  Public School  Catholic School  Private School

**Administration Mode:**

- Hand Scoring
- Machine Scoring (scores supplied by Riverside Insights)
- Online Administration

For Online Administration information, please contact your Assessment Consultant or Customer Service.

**Pre-ID Barcode Labels**

- INITIAL ORDER:** Check here if you wish to purchase Pre-ID Barcode Labels and this is your initial order. Instructions will be sent via email to the Data Contact. Additional fees will apply.

Cost per student: .84 for locally applied

**SUBSEQUENT ORDERS:** If you have previously ordered barcode labels from us, you should have an SFTP site where you can upload your files and transmittal form.

For further information including the Barcode Ordering Guide and Transmittal form, please visit: <http://bit.ly/RiversideGroupScoring>. Additional fees will apply.

Cost per student: .84 for locally applied

**Anticipated Testing Date:** \_\_\_\_\_

Reporting options (check all that apply):  Paper reports  Web reports

**Test Administrator: (Please list the contact who will be the Data Manager Account Holder.) Note: this person is the primary test and IT contact, assigns roles, and gives permissions.**

Name \_\_\_\_\_ Position \_\_\_\_\_

Organization \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Email address (REQUIRED) \_\_\_\_\_

To ensure delivery of your email notifications when web key reports are ready, please whitelist the email address: [no-reply@dm.riverside-insights.com](mailto:no-reply@dm.riverside-insights.com).

**Data Administrator: (if different from Test Administrator) Note: this person will be responsible for school system rostering files**

Name \_\_\_\_\_ Position \_\_\_\_\_

Organization \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Email address (REQUIRED) \_\_\_\_\_

Prices are valid until June 30, 2021 and are subject to change without notice.

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## 2020–2021 School Year Cognitive Abilities Test (CogAT) Form 8 Order Form, Continued

Item and Packaging	Code Number	Quantity	Catalog Price	Total Price
<b>Test Materials</b> CogAT age norms begin at 4 years, 11 months				
<b>Machine-Scorable Test Booklets</b>				
Pkg. 5, includes materials needed for machine scoring and Directions for Administration				
CogAT Form 8, Level 5/6	1713737	_____	\$41.00	_____
CogAT Form 8, Level 7	1713739	_____	\$41.00	_____
CogAT Form 8, Level 8	1713741	_____	\$41.00	_____
CogAT Form 8, Level 9	1713746	_____	\$41.00	_____
Pkg. 25, includes materials needed for machine scoring and Directions for Administration				
CogAT Form 8, Level 5/6	1713738	_____	\$184.50	_____
CogAT Form 8, Level 7	1713740	_____	\$184.50	_____
CogAT Form 8, Level 8	1713742	_____	\$184.50	_____
CogAT Form 8, Level 9	1713748	_____	\$184.50	_____
<b>Reusable Test Booklets with Answer Documents</b>				
Pkg. 5, includes Test Booklets, Answer Documents, and one copy of Directions for Administration				
CogAT Form 8, Level 9	2000452	_____	\$46.50	_____
CogAT Form 8, Level 10	2000453	_____	\$46.50	_____
CogAT Form 8, Level 11	2000454	_____	\$46.50	_____
CogAT Form 8, Level 12	2000455	_____	\$46.50	_____
CogAT Form 8, Level 13/14	2000456	_____	\$46.50	_____
CogAT Form 8, Level 15/16	2000457	_____	\$46.50	_____
CogAT Form 8, Level 17/18	2000458	_____	\$46.50	_____
Pkg. 25, includes Test Booklets, Answer Documents, and one copy of Directions for Administration				
CogAT Form 8, Level 9	2000459	_____	\$214.50	_____
CogAT Form 8, Level 10	2000460	_____	\$214.50	_____
CogAT Form 8, Level 11	2000461	_____	\$214.50	_____
CogAT Form 8, Level 12	2000462	_____	\$214.50	_____
CogAT Form 8, Level 13/14	2000463	_____	\$214.50	_____
CogAT Form 8, Level 15/16	2000464	_____	\$214.50	_____
CogAT Form 8, Level 17/18	2000465	_____	\$214.50	_____
<b>Directions for Administration</b>				
Directions for Administration are also available for download from <i>DataManager</i> under the "Admin" tab.				
<b>Note:</b> Spanish Directions for Administration are available only as a download from <i>DataManager</i> .				
Single copy, English				
CogAT Form 8, Level 5/6	1713684	_____	\$27.75	_____
CogAT Form 8, Level 7	1713685	_____	\$27.75	_____
CogAT Form 8, Level 8	1713686	_____	\$27.75	_____
CogAT Form 7/8, Level 9 - Machine-Scorable	1713688	_____	\$27.75	_____
CogAT Form 7/8, Level 9 - Reusable	1713687	_____	\$27.75	_____
CogAT Form 7/8, Levels 10–17/18	1713689	_____	\$27.75	_____
<b>Subtotal for this page</b>				_____

Prices are valid until June 30, 2021 and are subject to change without notice.

Continued, next page

## 2020–2021 School Year Cognitive Abilities Test (CogAT) Form 8 Order Form, Continued

Item and Packaging	Code Number	Quantity	Catalog Price	Total Price
<b>Large-Print Edition</b>				
Single copy				
CogAT Form 8, Level 5/6	1713705	_____	\$88.60	_____
CogAT Form 8, Level 7	1713706	_____	\$88.60	_____
CogAT Form 8, Level 8	1713707	_____	\$88.60	_____
CogAT Form 8, Level 9	1713708	_____	\$88.60	_____
CogAT Form 8, Level 10	1713709	_____	\$88.60	_____
CogAT Form 8, Level 11	1713710	_____	\$88.60	_____
CogAT Form 8, Level 12	1713711	_____	\$88.60	_____
CogAT Form 8, Level 13/14	1713712	_____	\$88.60	_____
CogAT Form 8, Level 15/16	1713713	_____	\$88.60	_____
CogAT Form 8, Level 17/18	1713714	_____	\$88.60	_____

**Answer Documents****Answer Sheets**

**Note:** CogAT answer sheets are specific to Form.

Pkg. 25, includes materials needed for machine scoring

CogAT Form 8, Level 9	2000466	_____	\$50.00	_____
CogAT Form 8, Levels 10–17/18	2000467	_____	\$50.00	_____

**Combined Answer Folders**

Iowa Assessments™ Forms EFG, Complete or Core Battery, and the Cognitive Abilities Test Forms 7 & 8.

**Note:** Combined answer folders are level specific for both Iowa Assessments and CogAT. For off-level testing, use separate CogAT answer documents.

Pkg. 25, includes materials needed for machine scoring

Forms EFG, Level 9 with Word Analysis and Listening/CogAT, Level 9	2000500	_____	\$50.00	_____
Forms EFG, Level 9 with CogAT, Level 9	2000501	_____	\$50.00	_____
Forms EFG, Level 10 with CogAT, Level 10	2000502	_____	\$50.00	_____
Forms EFG, Level 11 with CogAT, Level 11	2000503	_____	\$50.00	_____
Forms EFG, Level 12 with CogAT, Level 12	2000504	_____	\$50.00	_____
Forms EFG, Level 13 with CogAT, Level 13/14	2000505	_____	\$50.00	_____
Forms EFG, Level 14 with CogAT, Level 13/14	2000506	_____	\$50.00	_____
Forms EF, Level 15 with CogAT, Level 15/16	2000507	_____	\$50.00	_____
Forms EF, Level 16 with CogAT, Level 15/16	2000508	_____	\$50.00	_____
Forms EF, Level 17/18 with CogAT, Level 17/18	2000509	_____	\$50.00	_____

**Subtotal for this page** \_\_\_\_\_

Continued, next page

Prices are valid until June 30, 2021 and are subject to change without notice.

## 2020–2021 School Year Cognitive Abilities Test (CogAT) Form 8 Order Form, Continued

Item and Packaging	Code Number	Quantity	Catalog Price	Total Price
<b>Scoring and Reporting Materials</b>				
<b>Scoring Key</b> (Single copy)				
CogAT Form 8, Levels 5/6–8	1713725	_____	\$21.85	_____
CogAT Form 8, Levels 9–17/18	1770357	_____	\$40.25	_____
<b>Norms and Score Conversions Guide</b> (Single copy)				
CogAT Forms 7 & 8 2017 Norms (Includes levels 5/6–17/18)	1721840	_____	\$99.00	_____
<b>Post-Test and Support Materials</b>				
<b>Note:</b> Post-test and support materials are combined for CogAT Forms 7 & 8. These materials are also available for download from DataManager.				
<b>CogAT Form 7 Score Interpretation Guide</b> (Single copy)				
Includes levels 5/6–17/18	1482824	_____	\$40.25	_____
<b>CogAT Form 7 Research and Development Guide</b> (Single copy)				
Includes levels 5/6–17/18	1482823	_____	\$113.25	_____
<b>DataManager Access for Hand-Scoring Customers**</b>				
(Price listed is for one building/site only. Please order one DataManager Ancillary Access License for each site, as needed.)				
Hand-Scoring DataManager Ancillary Access - Initial	1497434	_____	\$125.00	_____
Hand-Scoring DataManager Ancillary Access - Renewal	1497435	_____	\$50.00	_____

\*\*Must order Scoring Keys separately. See above for codes and prices.

**TRAINING:**

To explore training options for this assessment, please consult the separate K–12 Training order form or contact your local Assessment Consultant or Riverside Customer Service.

**How to Place Your Order:**

Via our online PO portal: <https://riversideinsights.info/order>  
Via phone: 800.323.9540

Via mail: Customer Service  
Riverside Insights  
One Pierce Place, Suite 900W  
Itasca, IL 60143

Product Order Subtotal	_____
State Sales Tax	_____
Shipping Service Fee*	_____
Order Total	_____

\*A shipping service fee is prepaid and added to the invoice.  
Estimate 10% (\$10.00 minimum) for ground shipping;  
15% (\$10.00 minimum) for Second Day Air;  
17% (\$20.00 minimum) for Next Day Air shipping;  
and 25% for international shipments.

Inquiries may be directed to: [inquiry@riversideinsights.com](mailto:inquiry@riversideinsights.com)  
For more information, please visit: [riversideinsights.com](http://riversideinsights.com)

**Note:** To ensure adequate processing time when submitting an expedited RUSH order, please phone in your order to 800.323.9540.

Prices are valid until June 30, 2021 and are subject to change without notice. All orders will be filled at prices in effect upon receipt of your order. To obtain the most up to date pricing, please call Riverside Insights at 800.323.9540 or visit us online at [www.riversideinsights.com](http://www.riversideinsights.com).

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## CogAT® Forms 7 and 8 Scoring and Reporting Options with Pricing

Hand-Scoring Access to DataManager		
Code	Description	2020
1497434	HAND SCORE DATA MANAGER ANCILLARY ACCESS-Initial	\$125.00
1497435	HAND SCORE DATA MANAGER ANCILLARY ACCESS-Renewal	\$50.00

Pre-ID Barcode Labels		
Code	Description	2020
1496936	CogAT BARCODE LABELS	\$0.84

Service Packages		
Code	Description	2020
1483566	BASIC DATA CogAT LEVELS 5/6-9 MACHINE SCORABLE BOOKLET	\$8.31
1483567	BASIC DATA CogAT LEVELS 9-17/18 ANSWER DOCUMENT	\$5.12
1483569	BASIC DATA CogAT SCREENING FORM LEVELS 5/6-9 MACHINE-SCORABLE BOOKLET	\$6.27
1483571	BASIC DATA CogAT SCREENING FORM LEVELS 9-17/18 ANSWER DOCUMENT	\$3.85

1483585	DATA PLUS CogAT LEVELS 5/6-9 MS BOOKLET	\$11.34
1483586	DATA PLUS CogAT LEVELS 9-17/18 ANSWER DOCUMENT	\$7.59
1483587	DATA PLUS CogAT SCREENING FORM LEVELS 5/6-9 MS BOOKLET	\$8.48
1483591	DATA PLUS CogAT SCREENING FORM LEVELS 9-17/18 ANSWER DOCUMENT	\$5.25

### **CogAT Forms 7 and 8 Scoring and Reporting Options with Pricing (cont.)**

<b>Additional Reports</b>		
<b>Code</b>	<b>Description</b>	<b>2020</b>
1496914	CogAT LIST STUDENT SCORES	\$1.00
1500458	CogAT LIST STUDENT SCORES EXTRA COPY	\$0.30
1496935	CogAT PRESS-ON LABELS	\$1.28
1500462	CogAT PRESS-ON LABELS EXTRA COPY	\$1.00
1496945	CogAT INDIVIDUAL PROFILE NARRATIVE	\$2.54
1500581	CogAT INDIVIDUAL PROFILE NARRATIVE EXTRA COPY	\$0.41
1496976	CogAT STUDENT SNAPSHOT	\$1.65
1500605	CogAT STUDENT SNAPSHOT EXTRA COPY	\$0.41
1496974	CogAT CLASS SNAPSHOT	\$1.65
1500603	CogAT CLASS SNAPSHOT EXTRA COPY	\$0.30
1496975	CogAT BUILDING & SYSTEM SNAPSHOT	\$1.65
1500604	CogAT BUILDING & SYSTEM SNAPSHOT EXTRA COPY	\$0.30
1496956	CogAT GROUP SUMMARY REPORT	\$0.77
1500590	CogAT GROUP SUMMARY REPORT EXTRA COPY	\$0.30
1496892	CogAT STUDENT DATA ON FILE	\$0.77
1502814	CogAT GROUP LIST RANK TEST REPORT	\$1.36
1507286	CogAT GROUP LIST RANK TEST REPORT EXTRA COPY	\$0.47

<b>Late Request Web Reports</b>		
<b>Code</b>	<b>Description</b>	<b>2020</b>
1499786	LATE WEB CogAT LEVELS 5/6-8 MS	\$3.77
1499787	LATE WEB CogAT LEVELS 9-17/18	\$2.81
1499788	LATE WEB CogAT SCREENING FORM LEVELS 5/6-8 MS	\$2.81
1499789	LATE WEB CogAT SCREENING FORM LEVELS 9-17/18	\$1.77

1528402	ANSWER DOCUMENT RETURN	\$65.00
1528473	COGAT MINIMUM CHARGE FOR SCORING SERVICE	\$150.00

Prices effective July 1, Prices for Scoring and Reports quoted are subject to change without notice and do not include transportation charges unless otherwise stated.

All orders will be filled at prices in effect upon receipt of your order.

To obtain the most up to date pricing please call Customer Service at 800.323.9540 or contact your local Assessment Consultant for a custom proposal.

Please note: Starting January 1, 2021, our new Scoring Center address is: 9200 Earhart Lane SW, Cedar Rapids, IA 52404-9078



COMMONWEALTH OF VIRGINIA  
COUNTY OF HENRICO

Exhibit F

DEPARTMENT OF FINANCE  
OSCAR KNOTT, CPP, CPPO, VCO  
PURCHASING DIRECTOR

**RFP 20-2076-11EMF**  
**ABILITY ASSESSMENT PROGRAM**  
**January 28, 2021**  
**Offeror: Riverside Assessments, LLC**

Provide your responses to the following questions for clarification and **return via email to [fa151@hernico.us](mailto:fa151@hernico.us) by 2:00 p.m. February 4, 2021.**

1. Are there practice materials for each assessment?

Practice activities are provided at no additional cost for each area of the test at all Levels and/or bands of Levels. These activities are housed as PDFs in the *DataManager* platform and are intended to be done as an in-class activity prior to testing in order to familiarize students with the item formats and logic of responding. Many districts modify the practice activity to be more suitable for active engagement or for virtual learning to ensure students have these opportunities prior to testing.

2. Is remote testing possible and if so describe those procedures.

Yes. Riverside Insights provides three options for remote online testing. Detailed materials and guidance are offered for each including proctor and parent checklists, templates for parent letters, guidelines for maintaining test security, and suggestions for data interpretation. The three options are:

- ***DataManager Remote Proctoring Portal***, an integrated tool for your staff to proctor, monitor, and record students remotely while administering online tests through *DataManager*. This will be offered at no additional charge.
- ***Virtual Remote Proctor***, a partner application that uses technology to virtually proctor, monitor and record your students for you while they test. The cost for this option is \$5 per student, per test administration.
- ***Remote Testing Resources***, a series of templates and guides are provided for the Division to use with commercially available tools (e.g., Zoom, Google Meets) to set up your own proctoring system.

Proctor training is offered through the Riverside Training Academy for the two integrated solutions: *DataManager* Remote Proctoring Portal and Virtual Remote Proctor.

Please see the Remote Proctoring Comparison brochure that is included with our response for more details. Additional information is provided on our website at: <https://info.riversideinsights.com/remoteproctoring>.

3. What trainings, either webinar or other material or media, are provided for administrators and teachers? Is there an additional cost to the school division?

As noted in Tab 8 – Training and Support of our proposal, we recognize that the majority of Henrico County Public Schools’ (HCPS) second-grade teachers have already administered and used *CogAT* with their students and are, therefore, familiar with administration procedures and accessing and using *CogAT* score reports in *DataManager*. Similarly, Division and school administrators and support staff members are also familiar with the online administration of *CogAT* and accessing score reports through *DataManager*. Therefore, we propose our Riverside Training Academy (RTA) will best and most efficiently address HCPS’ training needs, providing access to sessions that will serve as a refresher for current educators and as initial training for teachers new to the Division or this program. In addition to refresher training for current staff and educators, RTA provides valuable staff development resources such as how to use the score data from *CogAT* to inform instruction.

### **Riverside Training Academy**

The Riverside Training Academy offers online, regularly scheduled, focused learning classes and office hours that are designed to quickly train educators and prepare them for administering *CogAT* and using the test results. With these online resources, we provide regular and ongoing training support for our school partners, so they have what they need, when they need it. The cost for the Riverside Training Academy is \$500 per year.

Through RTA, we offer a mix of prerequisite videos, tutorial videos, and live sessions to enable all *CogAT* users to train at their own pace prior to testing and reporting windows. Classes are held one to four times per week, based on user type. Educators have unlimited access to training, multiple times, throughout the year.

Prerequisite videos provide a baseline of understanding for all users. These videos provide the context for the live sessions and offer straight-forward information about the assessment that is important to know. After viewing the videos, attendees register for live training classes with a certified specialist.

Live training classes are less than an hour in length. This allows trainees to join during conference periods or before or after school. Attendees have multiple opportunities to join a live session, making it easier for educators to fit training into their schedules. The flexible scheduling allows multiple options for training HCPS personnel. Attendees will be able to ask questions of a training specialist. Each attendee receives a class-specific certificate upon completing the class.

The classes, with training times, that are available to educators using *CogAT* are listed in the table below.

<b>Session Name</b>	<b>Audience</b>	<b>Time Allowed</b>	<b>Session Type</b>
<i>CogAT</i> Overview	All	10 minutes	Prerequisite Video
<i>CogAT</i> Score Types	All	8 minutes	Prerequisite Video

Session Name	Audience	Time Allowed	Session Type
Benefits of the <i>CogAT</i> Getting Started Tutorial	All	6 minutes	Prerequisite Video
<u>101. <i>CogAT</i> Creating Test Sessions</u>	All	55 minutes	Live Class
<u>102. <i>CogAT</i> Proctoring Test Sessions</u>	All	55 minutes	Live Class
<u>103. <i>CogAT</i> Accessing Reports</u>	All	45 minutes	Live Class
<u>104. <i>CogAT</i> Report Interpretation</u>	All	45 minutes	Live Class
105. <i>CogAT</i> Reporting to Inform Instruction	All	45 minutes	Live Class
105O. (Optional) <i>DataManager</i> Remote Proctoring Portal	Optional	45 minutes	Live Class
201. <i>CogAT</i> Preparation for Campus Coordinators	Campus Coordinators	40 minutes	Live Class
301. Planning and Preparation for Account Holder and Technology	Account. Holder / Technology	40 minutes	Live Class
302. Rostering for Acct Holder and Tech (Live Session - Optional as Needed)	Account. Holder / Technology	40 minutes	Live Class
303. <i>CogAT</i> Complete: Test Event Set-Up for Account Holder	Account Holder	40 minutes	Live Class
304. <i>CogAT</i> Screener/Post Screener: Test Event Set-Up for Account Holder	Account Holder	40 minutes	Live Class
<i>DataManager</i> Office Hours — Live sessions with a Riverside Training Specialist, intended for Q&A on specific sessions once the above modules have been completed. (As needed)	Any	Up to 45 minutes	Live Class

Note: Class titles and offerings change throughout the year to meet the needs of school systems, scheduled holidays, and testing windows.

### Optional Training Plan

Should the Division determine that its training needs exceed what RTA can provide, we would be happy to work with HCPS to develop a customized plan at a price to be determined based on the scope of the agreed-upon training program. The cost for such training sessions would be priced at \$3,500.00/day for onsite delivery and \$250.00/session for webinars.

An example of an optional series of training sessions is presented below. Under this scenario, Division schools and/or teachers will be able to register for the session that best meets their individual schedules. HCPS should note that Riverside Insights offers other onsite training and webinar options, should the Division wish to have additional sessions available. We will be pleased to provide information about those sessions upon request.

- **Program Planning Meeting.** This webinar session would outline the program and define the time frames, steps to implementation, and training options.
- **DataManager Account Holder Training.** This webinar session would be for HCPS' system administrators and Division-level staff members. During this session, we would review system implementation and key *DataManager* processes. This session would be provided for the key Account Holder and support staff and should be less than one hour, depending on questions/clarifications/planning.
- **Online Testing Webinars.** We would offer webinar sessions and would work with HCPS staff to determine the content presented in these sessions, based on the Division's needs. These sessions would have unlimited registration and be typically 55 minutes in length. Participants would be able to ask questions of our assigned training specialist.
- **Onsite Staff Training.** Our implementation team would work with HCPS' *DataManager* Account Holder to define the onsite staff development. Onsite days typically include up to six hours of learning sessions that are based on the Division's needs. During the planning meeting, we would review both HCPS' needs and available sessions and devise the best way to support those needs. An example might be multiple one-hour sessions for school-based staff and two ninety-minute sessions for proctors. Onsite sessions would be limited to 25 participants per session.
- **Using CogAT Data to Differentiate Instruction.** This webinar will be for all Division staff members. We would offer sessions for building leads, who could register for the webinar session that best fits each staff member's schedule. This session would have unlimited registration and last approximately 45 minutes.

4. Are test directions in other languages available in an audio format?

Yes. *CogAT* offers testing instructions in eight languages for audio administration including English, Spanish, Arabic, Cantonese (Chinese), Mandarin (Chinese), Russian, Somali, and Vietnamese. For younger students (Levels 5/6–8 — Grades K–2), Arabic, Chinese, Russian, Somali, and Vietnamese are provided in the Alternative-Verbal format, which provides a fully language-neutral administration by omitting the Sentence Completion subtest. English and Spanish may be administered using either the full Verbal battery or in the Alternative-Verbal format. For older students (Level 9 — Grade 3 and above), the on-screen instructions may additionally be toggled between English and one of the other languages.

5. Discuss how Schools can use the CogAT for other educational purposes beyond gifted identification? Special Ed., etc.

As an indicator of both general ability and domains of academic reasoning, *CogAT* has great utility beyond use for the identification of high-ability students. *CogAT* scores may be used as an indicator to refer students for diagnostic testing for other Special Education

services. For example, a lower score in Verbal reasoning compared to the Quantitative and Nonverbal scores is sometimes an indicator of a specific learning disability that can be diagnosed through additional testing. This data is also powerful for personalizing instruction, because students exhibiting low ability in one or more domains may need additional educational supports. Reviewing differences in performance across the three battery scores, Verbal, Quantitative, and Nonverbal (figural), offers guidance for the instruction and placement of students of all abilities. The unique *Ability Profile*<sup>™</sup> score provides a quick summary of overall student ability and highlights relative strengths and weaknesses of each student and is a valuable tool for guiding classroom instructional strategies and groupings. Additionally, parents can access detailed information on their student's *Ability Profile* scores at CogAT.com to better understand their child's *CogAT* scores and learning potential.

*CogAT* is also a powerful tool to understand student achievement. By contrasting *CogAT* ability data with information on students' demonstrated achievement, educators can better understand gaps in opportunity and achievement. For instance, students demonstrating high potential yet low achievement may have an opportunity, learning, motivational, or other issue impeding their academic success. Similarly, students demonstrating high achievement but average ability may need more supports to learn how to work independently and/or extend learning to solve problems.

Please see the Case Study from Richardson Independent School District (ISD) in Texas that is included with our response for an example of how one district uses *CogAT* as one indicator across an array of placement and instructional decisions well beyond identification of high-ability students.

6. What supports are available for students with visual impairments? Is there a large print version of the hard copy test booklets?

Large-print test booklets are available at all test levels.

7. Provide additional information about the AltV option. Is there a cost difference? Do students take the full assessment?

The Alternative-Verbal format (ALT-V) is selected for students as a test assignment prior to the start of testing and is offered at no additional cost. As noted above, ALT-V provides a fully language-neutral administration by omitting the Sentence Completion subtest for Levels 5/6–8 (Grades K–2). Students take eight, rather than nine, subtests, and their Verbal score is based on two subtests (Picture Analogies and Picture Classification) that do not require a shared language between student and proctor/audio. Students tested in the ALT-V format receive all scores and composites, including the *Ability Profile* score.

For Levels 5/6–8, English and Spanish may be used during administration of either the full Verbal battery or in the ALT-V format (where only the directions use language). Students are tested in the ALT-V format only when using Arabic, Chinese, Russian, Somali, or Vietnamese audio, because the prompts for Sentence Completion may not be translated into languages other than English or Spanish.

The next generation testing platform, which will be available for the 2022–23 school year, will offer the option to receive both V and ALT-V scores for students tested using English or Spanish.

8. Provide any data you have on the Alt-V’s effect on English Language Learners and other students’ composite scores? Do they rise significantly?

The *CogAT Research & Development Guide* provides the following data for English Language Learner (ELL) students.

		Mean scores		Correlation of scores
		Verbal	ALT-V	
Level 5/6	non-ELL	95.3	96.4	0.93
	ELL	91.6	95.4	0.92
Level 7	non-ELL	99.4	99.2	0.94
	ELL	95.4	97.4	0.94
Level 8	non-ELL	99.3	99.3	0.95
	ELL	94.9	96.6	0.96

For non-ELL students, the Verbal/ALT-V difference was small; at most one SAS point. For ELL students, the gains for ALT-V were 2–4 points, or less than a quarter of a standard deviation. Our analyses in the *Guide* (Table 50), as well as in the *Cognitively Speaking* newsletter (Program Diversity and the Alternative Verbal Scale of *CogAT*) that is included with our response, looked at the impact of ALT-V on identification rates using national norms. We found that using ALT-V increased the proportional representation of ELL students but also Latinx students (which would include many ELL students) and to a lesser extent racial minority groups. It made little impact on the representation of students eligible for FARL.

9. Would it be appropriate to use the Alt-V version of the CogAT for economically disadvantaged students? Has this been piloted and researched?

Please see the *Cognitively Speaking* newsletter included with our response for a description of research studies regarding the use of ALT-V. As mentioned, ALT-V was designed to provide a fully language neutral administration by omitting the Sentence Completion subtest for Levels 5/6–8 (Grades K–2). For students who may not understand English or Spanish verbal sentence prompts, ALT-V provides the best and most equitable testing experience.

The effect of using ALT-V with other groups suggests that it may be beneficial (e.g., provide a higher score) for students from some minoritized backgrounds. The benefit based on socioeconomic status FARL eligibility) was modest. However, the results are not definitive and certainly there are students for whom the difference in scores may be substantial. For this reason, the next generation testing platform, which will be available for the 2022–23 school year, will offer the option to receive both scores for students

tested using English or Spanish, allowing the district to choose between both options based on results.

10. When using the Alt-V version of the test, is it recommended that it be implemented across an entire grade level when screening for gifted identification or just applied to certain subgroups or ID'd English Language Learners? Can you see the full composite and Alt-V scores side by side?

ALT-V was originally designed as a language-neutral format for testing ELL students and those who may not understand English or Spanish verbal sentence prompts. ALT-V may be administered to selected students only or as the format for universally screening all students.

Currently, administration in *DataManager* requires the election of either full Verbal or ALT-V. However, the next generation testing platform, which will be available for the 2022–23 school year, will offer the option to receive both scores for students tested using English or Spanish, allowing the district to compare their scores.

11. What effect does poverty have on CogAT scores? We are limited in our ability to share free and reduced lunch (FARL) status with Riverside, is there a way for us to internally correlate the Riverside demographic / test score report data with our own FARL data on Henrico students?

Our Research & Development Guide provides some evidence to address this question (specifically Table 49). We find that, on average, K-2 students who are FARL-eligible score 3.8 SAS points (about .25 standard deviations) lower than students who are not FARL-eligible. The difference in Verbal, Quantitative, and Nonverbal Battery scores are all similar in magnitude. It is always a good idea to look internally at assessment data disaggregated by demographic information to look at where students may need greater support.

What do we make of these differences? Economic disadvantages impact learning opportunity and experience prior to the beginning of formal schooling, which will be reflected in indicators of progress and potential. When *CogAT* Forms 7 and 8 were designed and standardized, the authors deliberately did not create separate norms for students with low socio-economic status, instead recommending the use of local norms. Using local norms, *CogAT* data can be interpreted within the local context, including SES, ethnicity, native language, and prior opportunity to compare student performance with the greatest equity. The Richardson ISD Case Study included with our response provides an example of a district that examines local norms for several options, including district-wide, within building, and by subgroup.

The free Practice Activities are offered to provide a more equitable testing experience for all students, including those from backgrounds with less prior educational opportunity and exposure. Anecdotal evidence suggests that students at schools with high proportions of FARL show greater improvements in scores from practice tests than schools with lower proportions. In other words, practice opportunities seem to level the playing field effectively when used in all school buildings. Allowing time for this in-class activity

prior to testing is one way to ensure that all students understand the item formats and testing tasks, so that they can perform optimally on testing day.

12. When implementing the Alt-V option, does the test prompt you to provide a reason for the usage of that option? Ex. Will the administrator have to provide any information pertaining to the student(s)?

Any student taking Level 5/6, 7, or 8 may be assigned to ALT-V for any reason. No justification is required for electing the ALT-V test assignment. As noted above, students who are tested using the Arabic, Chinese, Russian, Somali, or Vietnamese audio are automatically assigned to ALT-V, because the prompts for Sentence Completion may not be translated into languages other than English or Spanish.

Special coding can be used when rostering to provide a variety of indicators including subgroup inclusion and ELL status; however, no special coding is required.

13. Is there a development dashboard or technology roadmap around having take-home reporting available in other languages besides English and Spanish? Especially since the assessments support eight different languages.

We have no plans to offer parent reports in languages other than English and Spanish. Spanish is by far the most common home language for ELL students.

14. Are reports available to provide individual information on parent portals?

*DataManager* does not provide a parent portal, but *CogAT* scores may be easily extracted from *DataManager* for integration into the Division's own Learning Management System and Parent Portal. Additionally, the student's *Ability Profile* score is provided on the Student Profile Narrative, commonly used as a parent report. Parents and educators can enter the student's *Ability Profile* at *CogAT.com* and obtain a detailed narrative for each student's learning style with instructional suggestions.

15. If this can be shared, Clever is still the authentication method for single sign-on scoped out on the development dashboard? Nothing new has been added since the proposal was submitted?

Integration with Clever is on our roadmap for the next generation platform, which will be available for the 2022–23 school year. Thus, this integration will not be available initially under the new contract.

**RFP 20-2076-11EMF  
ABILITY ASSESSMENT  
BAFO PRICING**

**Offeror: Riverside Assessments, LLC**

Offerors shall provide a separate complete pricing list for all products being offered for this solicitation.

For evaluation purposes, provide online testing cost per student for 3,800 Grade 2 students. List pricing for all items required to administer the test on separate line for each year. This shall include any practice materials, data manager, manuals, and scoring cost for each year and for each form.

Item description and order #	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years 1-5
CogAT Form 7						
Per License Price—2000018	\$12.25	\$12.25	\$12.25	\$12.25	\$12.25	
Evaluation Quantity—3,800, extended	\$46,550.00	\$46,550.00	\$46,550.00	\$46,550.00	\$46,550.00	\$232,750.00
2000570—Riverside Training Academy	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$2,500.00
Total	\$47,050.00	\$47,050.00	\$47,050.00	\$47,050.00	\$47,050.00	
					Grand total Years 1-5	\$235,250.00

Item description and order #	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years 1-5
CogAT Form 8						
Per License Price—2000021	\$12.25	\$12.25	\$12.25	\$12.25	\$12.25	
Evaluation Quantity—3,800, extended	\$46,550.00	\$46,550.00	\$46,550.00	\$46,550.00	\$46,550.00	\$232,750.00
2000570—Riverside Training Academy	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$2,500.00
Total	\$47,050.00	\$47,050.00	\$47,050.00	\$47,050.00	\$47,050.00	
					Grand total Years 1-5	\$235,250.00

Henrico County Public Schools  
 Ability Assessment Program  
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December 15, 2020

Ms. Eileen M. Falcone  
Assistant Division Director  
Department of Finance  
County of Henrico  
4301 East Parham Road  
Henrico, Virginia 23228

Dear Ms. Falcone:

Riverside Insights is pleased to submit this response to Request for Proposal (RFP) No. 20-2076-11EMF for an Ability Assessment Program for Henrico County Public Schools (HCPS). Through this RFP, the County and HCPS are seeking services from a qualified firm for the continuation of the Division's norm-referenced ability assessment program. The successful firm will provide all materials, scoring, score reports, and necessary training to implement the program for HCPS by providing a comprehensive integrated solution to support the Division's gifted identification process.

Riverside Insights is proud of our partnership with HCPS, which began in 2010, in the delivery of this important program. Through this response, we propose to continue to support the instructional needs of your students, faculty, administration, and staff through the provision of the *Cognitive Abilities Test™ (CogAT®)*, which will be used to screen all Grade 2 students and select students in other grades as one of the criteria to identify gifted individuals. For this new contract, Riverside Insights proposes that the Division use Forms 7 and 8, which are parallel forms that comprise the newest edition of *CogAT* and report results in terms of 2017 national norms.

*CogAT* is designed to measure the development of students' fluid reasoning skills using verbal, quantitative, and nonverbal (figural) tasks; the test is divided into three, independent batteries, each representing one of these areas. *CogAT* was carefully designed to measure those reasoning and problem-solving abilities that research has consistently shown to be critical for success in school and to produce reliable scores. *CogAT* provides a description of the student's own cognitive resources for learning that educators can use to help adapt instructional goals, methods, and materials to each student's individual needs.

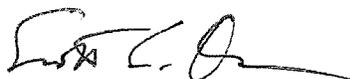
*CogAT* offers a unique perspective to the gifted identification process. The test results capture important information—the overall efficiency of cognitive processes and strategies that enable individuals to learn new tasks and solve problems, especially in the absence of direct instruction—that is not represented in school grades or in other measures of school achievement. This means *CogAT* will identify many students as academically gifted who would not be identified based on academic achievement alone.

We propose that HCPS continue to administer *CogAT* online through *DataManager*<sup>™</sup>, our web-based system that gives educators ready access to resource and support materials and lets them easily administer the test online and access a full complement of scores and score reports. *DataManager* is easy to use and is compatible with the technology in the Division's classrooms and schools. HCPS teachers are already familiar with *DataManager*, so they can quickly set up testing events, administer *CogAT*, and see student results. The student interface is age-appropriate, and students can interact with it and navigate the test easily. In addition, teachers can provide needed accommodations, such as additional time or a separate testing space, to meet the needs of students' IEPs. Should print test materials also be needed, we will provide those, as determined by the Division. *CogAT* can be administered either online or on paper, and results from both administrative modes can be reported together.

For the past decade, our staff has had the honor of working closely with HCPS to deliver *CogAT* and provide the services necessary to make the Ability Assessment Program a success. We have demonstrated our capabilities and flexibility to work with the Division to meet its evolving needs, such as the transition from paper-based to online administration during the current contract and to extend the contract under the same terms this past year. The tests have provided accurate and reliable normative data that local educators use as they make important determinations about their students. At all times, we have taken pride in supporting HCPS and its educators with exemplary contract management and customer service.

We are committed to maintaining our successful system of delivering quality assessments and support services to ensure Henrico County Public Schools' goals and needs for this program continue to be met. Should reviewers have questions or need additional information, please contact Clint Hubbard, Assessment Consultant, at 804.869.2418 or [clint.hubbard@riversideinsights.com](mailto:clint.hubbard@riversideinsights.com); or Jeff Squires, National Sales Director, at 614.579.9114 or [jeff.squires@riversideinsights.com](mailto:jeff.squires@riversideinsights.com).

Sincerely,



Scott E. Olson  
Manager of Proposal Services

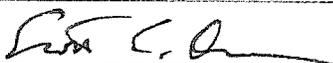
## ATTACHMENT A

### PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal ("RFP") No. **20-2076-10EMF Ability Assessment Program**.

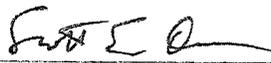
My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter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

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

LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME):
Riverside Assessments, LLC
ADDRESS:
One Pierce Place, Suite 900W
Itasca, Illinois 60143
FEDERAL ID NO: 83-1794965
SIGNATURE: 
NAME OF PERSON SIGNING (PRINT): Scott E. Olson
TITLE: Manager of Proposal Services
TELEPHONE: 630/467.7000
FAX: 630/467.6174
EMAIL ADDRESS: proposals@riversideinsights.com
DATE: December 15, 2020

## ATTACHMENT B BUSINESS CATEGORY CLASSIFICATION FORM

Company Legal Name: Riverside Assessments, LLC

This form completed by: Signature:  Title: Manager of Proposal Services  
Scott E. Olson

Date: December 15, 2020

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

(Check all that apply.)

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

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

eVA Registered?  Yes  No

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

\_\_\_\_\_ NUMBER \_\_\_\_\_ DATE

### DEFINITIONS

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

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

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

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

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

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

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

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

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

**ATTACHMENT C**  
**Virginia State Corporation Commission (SCC)**  
**Registration Information**

**The Offeror:**

is a corporation or other business entity with the following SCC identification number:  
T078174-2 -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:

# Commonwealth of Virginia



## STATE CORPORATION COMMISSION

*Richmond, December 20, 2018*

*This certificate of registration to transact business in Virginia is this day issued for*

**Riverside Assessments, LLC**

*a limited liability company organized under the laws of DELAWARE and the said company is authorized to transact business in Virginia, subject to all Virginia laws applicable to the company and its business.*



*State Corporation Commission*

*Attest:*

*Joel H. Beck*  
Clerk of the Commission

**ATTACHMENT D**  
**PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION**

NAME OF OFFEROR: Riverside Assessments, LLC

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
Tab 14 - Appendices Sample Test Booklet	All	The sample CogAT Test Booklet contains secure test content, which is proprietary and highly confidential, as the release of this information could potentially invalidate the test results. As such, we request that the sample Test Booklet be used solely for review purposes and not be subject to disclosure for public inspection.
Tab 14 - Appendices Sample Directions for Administration	All	The sample CogAT Directions for Administration contain secure test content, which is proprietary and highly confidential, as the release of this information could potentially invalidate the test results. As such, we request that the sample Directions be used solely for review purposes and not be subject to disclosure for public inspection.



COMMONWEALTH OF VIRGINIA  
**County of Henrico**

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

**Addendum No. 1**

**Date:** November 23, 2020  
**Request for Proposal:** #20-2076-11EMF Ability Assessment Program  
**Receipt Date/Time:** December 16, 2020; 2:30 p.m.  
**Subject:** Receipt Time

Ladies/Gentlemen,

Please make the following corrections, deletions and/or additions to the above referenced RFP:

**The Receipt Date and Time is – December 16, 2020; 2:30 p.m.**

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

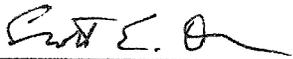
Offerors must take due notice and be governed accordingly. Acknowledgement of the receipt of this addendum shall be made in your proposal. If your proposal has already been delivered, return this addendum under a separate cover, referencing the RFP number, due date, and time on the outside of the envelope.

Failure to acknowledge this addendum may result in your proposal being declared non-responsive.

Sincerely,

Eileen M. Falcone  
Assistant Division Director  
Fal51@henrico.us

**ACKNOWLEDGEMENT:**

Signature:   
Print Name: Scott E. Olson  
Company: Riverside Assessments, LLC  
Date: December 15, 2020

## Tab 2 – Statement of the Scope

In this tab, offerors, in concise terms, shall state their understanding of the Scope of Services requested by this RFP in Section II.

Henrico County Public Schools (HCPS) is seeking a norm-referenced ability assessment that is administered to all second grade students as well as select students in Kindergarten, Grade 1, and Grades 3–5. The Division's goal is to select an assessment that can be administered online, as it has done with its current program for the past several years.

As noted in the Request for Proposal (RFP), the selected provider must provide all needed materials, scoring services, score reports, and necessary training to support HCPS' students and educators. Riverside has provided those deliverables and support for this program to the Division since 2010; we are prepared, eager, and would be honored to continue to serve as HCPS' partner in doing so.

Riverside Insights proposes that the Division continue to use the *Cognitive Abilities Test*<sup>™</sup> (*CogAT*<sup>®</sup>) as its norm-referenced ability measure. Because *CogAT* is available for students from Kindergarten through Grade 12, *CogAT* can also easily be administered to students in Grade 2 as well as in additional grades as HCPS wishes.

*CogAT* provides insight into the level of development of general and specific cognitive skills of students from Kindergarten through Grade 12. The test measures students' fluid reasoning abilities in the three cognitive domains most closely related to success in school: verbal reasoning, quantitative reasoning, and nonverbal reasoning. The primary purpose of *CogAT* is to appraise students' level and pattern of cognitive development so that educators can help more students achieve instructional objectives.

We propose that the Division once again administer *CogAT* online through *DataManager*<sup>™</sup>, our web-based system that gives educators ready access to resource and support materials, lets them easily administer the test online, and access a full complement of scores and score reports. *DataManager* is easy to use and is compatible with the technology in HCPS' classrooms and schools. The Division's teachers are already familiar with *DataManager*, so they can quickly set up testing events, administer *CogAT*, and see student results. The student interface is age-appropriate, and students can interact with it and navigate the test easily. In addition, teachers can provide needed accommodations, such as additional time or a separate

testing space, to meet the needs of students' IEPs. Should print test materials also be needed, we will provide those, as determined by HCPS. *CogAT* can be administered either online or on paper, and results from both administrative modes can be reported together.

*CogAT* reports a number of score types, including both national (NPR) and local (LPR) norms for grade-level and age scores. Students receive a score for each of the three batteries that make up *CogAT* as well as composite scores for the entire assessment. *CogAT* provides a description of each student's own cognitive resources for learning that teachers and other educators can use to help adapt instructional goals, methods, and materials to each student's individual needs. *CogAT* was carefully designed to produce reliable scores at the Battery and Composite levels that are measures of those reasoning and problem-solving abilities that research has consistently shown to be critical for success in school. The results capture important information—i.e., the overall efficiency of cognitive processes and strategies that enable individuals to learn new tasks and solve problems, especially in the absence of direct instruction—that is not represented in school grades or in other measures of school achievement. This means that *CogAT* will identify many students as academically gifted who would not be identified on the basis of academic achievement alone.

We will provide comprehensive professional development and training in using *DataManager* (our web-based test delivery and reporting system), administering *CogAT*, and accessing and using the scores and reports. This proposal introduces the Division to the Riverside Training Academy, our new web-based portal that offers online, regularly scheduled, focused learning classes and office hours that are designed to quickly train educators and prepare them for their assessment window. With these online resources, we provide regular and ongoing training support for our school partners so they have what they need, when they need it. Many HCPS educators are already familiar with *CogAT* and *DataManager*; we offer refresher training for those who wish to participate. Teachers new to the Division or *CogAT* will participate in training sessions that familiarize them with the test and our system.

As described in our proposal, our online test delivery system is compatible with HCPS' technology. It is safe and secure; educators have a username and password to access *DataManager*. Each educator can access data for only his or her own students; students can access only the test assigned to them. All data is secure and encrypted, and we comply with

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FERPA regulations. Data security is and has been a top priority for us, as we understand that every test score is more than a number; it represents an individual student.

Riverside is confident that *CogAT* continues to best meet Henrico County Public Schools' needs for a norm-referenced ability assessment. It measures students' reasoning in three key areas: verbal, non-verbal, and quantitative. It provides norm-referenced scores as well as its unique Ability Profile that helps parents and teachers identify students' areas of strength and weakness. We support *CogAT* with exceptional resources and services, including training that is delivered to educators in a way that lets them attend sessions on their own individual schedules. We value our partnership with the Division and look forward to continuing our work together.

## Tab 3 – Offeror Qualifications, Experience, Resumes and Financial Capacity

In this tab, Offerors should demonstrate the Offeror's, and their staff's, qualifications and experience in providing the services as requested in this Request for Proposal. Offerors should provide, at a minimum, documentation demonstrating that they are regularly engaged in providing the services solicited in this RFP in Virginia and must exhibit proven business strength and longevity and a substantial track record of successful implementations in school districts of similar size for no less than four (4) years. If subconsultants are to be utilized, provide similar documentation to what has been requested of the offeror in this section.

At Riverside Insights™, we share Henrico County Public Schools' commitment to helping individuals elevate their learning potential—from early childhood, throughout their academic journeys, and for the rest of their lives. Assessments play a critical role in this effort by providing actionable insights that are derived from accurate, reliable, and consistent data and that create opportunities to help people thrive.

As the content in this section and throughout our proposal shows, Riverside Insights has the organizational capacity and the resources to meet the requirements for this project and to work collaboratively with HCPS in the continued implementation of the *Cognitive Abilities Test (CogAT)*. As evinced by our work on this program over the past decade, our comprehensive solution comprising high-quality assessments and exceptional support services is thoughtfully designed to meet the Division's needs now and in the future.

a. Describe the nature and amount of experience with ability assessment program as proposed in the Offeror's response in school systems of similar scope and size to Henrico County;

Riverside Insights has demonstrated our ability to successfully perform the type and volume of work requested by HCPS for the ability assessment program through our collaboration with the Division on this program since 2010. In addition, *CogAT* is administered to more than two million students each year across all 50 states and throughout the world, including the Department of Defense Education Agency and programs in Australia, Canada, the Philippines, and the United Arab Emirates, to name but a few. *CogAT* is recognized and valued in the largest to the smallest school districts in the United States for its excellence in terms of its stellar and lengthy history, tradition of innovation, technical characteristics, and fairness.

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*CogAT* is widely used to identify students with high abilities for accelerated education, e.g., gifted and talented programming. It is also used to identify gaps between student ability and achievement, as a universal screener, and to facilitate differentiated instruction. Our *CogAT* client base includes many school systems of similar size and/or student characteristics to HCPS, including 18 of the 20 largest school divisions in Virginia. We also provide *CogAT* to numerous districts in neighboring states, including 12 districts of comparable size to HCPS in North Carolina and 10 of comparable size in Maryland.

b. Provide a company profile that shows the ability, capacity and skill of the Offeror, their staff, and their employees to perform the services required within the specified time;

Riverside Insights is dedicated to providing meaningful, actionable information for the purpose of enhancing the lives of children and adults through the delivery of the finest professional testing products and services available. We have distinguished ourselves as a leader in the assessment publishing industry by offering a broad range of high-quality, time-tested products and services supported by a team of highly qualified and creative professionals who are committed to excellence in all areas. Riverside Insights serves both the K–12 education and the clinical assessment markets with a broad range of remote and in-person assessment tools.

Leveraging our capabilities and technical expertise in the areas of project management, test development and publishing, test administration, and training and support, Riverside Insights offers customers the following capabilities:

- \* Consistent on-time delivery of quality products and responsive customer service for large-scale assessment projects
- \* Personnel resources, including more than 200 professionals who are highly trained and experienced in the fields of education, psychology, technical support, psychometrics, and project management
- \* Leadership and innovation in test implementation coupled with extensive experience in designing and executing customized large-scale assessment programs
- \* Accurate, meaningful assessment data presented in a variety of easy-to-read and understand reports targeted to different stakeholders

Riverside Insights offers a broad portfolio of research-based assessment solutions, serving the K–12 education and clinical assessment markets with both online and paper/pencil testing tools, that include:

- Published education assessments, including achievement, ability, benchmark, progress monitoring, and screening tests, that enable educators to assess the skills and educational progress of their students;
- Diagnostic special-needs assessments for children and adults that allow clinicians and specialists to measure attributes such as general intellectual ability, specific cognitive abilities, scholastic aptitude, and oral language development; and
- Specialized assessments that aid English language learners.

Riverside Insights was established in October 2018 when Alpine Investors, a values-driven private equity firm, entered into an agreement to acquire the clinical and standardized testing portfolio of Houghton Mifflin Harcourt (HMH). As a result, our assessment portfolio and the 200+ professionals that had been supporting it were launched as a new, independent company—Riverside Assessments, LLC (d/b/a Riverside Insights)—that builds on the established name and assessments educators and learning professionals have come to trust. We are committed to continuing to grow and expand on the time-tested, industry-leading Riverside brands and products through strategic partnerships and acquisitions as well as investments in technology, analytics, and human talent.

By employing many talented professionals, as well as establishing relationships with numerous industry-leading authors in the educational and psychological testing fields, we currently publish more than 50 different assessments and related support materials. In addition to our longstanding reputation for high-quality assessments, Riverside Insights has a tradition of innovation directed at enabling our customers to use and interpret tests more effectively. Our company was the first test publisher to provide narrative reports, local norms, frequency distributions, combined achievement/ability reports, group item analyses, and machine-scorable booklets.

In keeping with our company's tradition of research-based insights, we remain committed to validity, reliability, innovation, and upholding the integrity of our industry-leading assessments. We have charted new territories, creating accessible, equitable, multi-media in-person and

remote assessment solutions so educators, policymakers, psychologists, and clinicians can have critical insights to support students, patients, and parents.

For every stage in an individual's learning journey, Riverside focuses on identifying the unique instructional needs of today's students to inform equitable practices in program placement and matching services, especially for minority, bilingual, and Title I student populations. By partnering with school systems, state education departments, and individual practitioners, we provide insights that allow our customers to better understand their students and to support our common goal to elevate each child's potential.

## Corporate Capabilities

As a leading provider of high-quality assessment products and services, Riverside Insights maintains a deep and company-wide commitment to supporting the educational reform efforts of educators across the country. We support each customer's commitment to improving student learning and performance and have the experience and resources to make that vision a reality.

Riverside Insights has the organizational and technical capability to manage and coordinate a wide range of assessment activities and has established systems to provide high-quality, time-tested products and services tailored to the needs of educators and students in a timely and efficient manner. As a full-service assessment company, we provide the following core services:

- Customer Service and Technical Support
- Engineering and Technology Systems Development
- Materials Design and Delivery
- Product Development and Publishing Operations
- Program Management and Support
- Research and Measurement Services
- Scoring and Reporting
- Training and Staff Development Services

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This range of services gives us the capability to develop and implement assessments for large-scale testing programs in states and public and private schools and institutions, and we have significant experience in successfully planning and executing all requirements of testing programs both locally in HCPS and throughout the United States. For each program, we provide assessments and services that allow the customer to reliably evaluate student learning, inform instruction, and/or fulfill legislative requirements.

Riverside Insights' staff of more than 200 professionals possesses a wealth of experience, specialized education, and/or academic training in such fields as education, psychology, psychometrics, information technology, project management, and customer support. Our staff throughout the organization cooperates on projects to ensure the development of high-quality products that are delivered in the most efficient manner. That staff is augmented by a nationwide network of assessment consultants and regional management personnel, who have extensive experience working on-site with state agencies and local schools and facilities to provide the specialized products and services required for the successful implementation of their assessment programs.

With more than 100 years of experience in the publication and support of high-quality assessments, we take pride in our ability to work closely with state and district customers to develop programs that enable students to advance with proficiency and confidence. Our many years of experience are brought to bear in the provision of the high-quality assessment products and services that will continue to meet the unique testing needs of the Division.

Our staff's commitment and dedication underpin our successful partnership with HCPS for the past decade as we have supported this program. Through this close working relationship, we have gained the understanding necessary to meet the evolving goals and needs of the Division's teachers and administrators. This background and knowledge means that Riverside Insights can and will continue to capably meet HCPS' objectives for this new program.

c. Provide the number of years in business;
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While Riverside Insights is a recently created organization, we are the successor to HMH's Riverside assessment division. As such, our testing products have been in continuous use since 1916, and a large number of our staff members supported these products as HMH employees prior to the establishment of our new company.

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d. Provide a copy of your firm's latest audited financial statement;

Please refer to Tab 14 – Appendices (Appendix A) to view *Riverside Assessments Holdings, LLC and Subsidiaries d/b/a Riverside Insights and Subsidiaries Consolidated Financial Statements Year Ended December 31, 2019*, which is our audited financial statement from the previous year.

e. Provide a description of the professional qualifications of the representative of the successful Offeror who will oversee the Henrico County Schools account;

Clint Hubbard, Riverside Insights' Virginia Assessment Consultant, will continue to oversee and provide direct support to the Division in the ongoing implementation of *CogAT*. As a resident of Henrico County, he is readily available to provide on-site support to HCPS staff members and educators as needed. Mr. Hubbard has more than 20 years of experience in educational publishing. He draws upon his extensive knowledge of Riverside Insights' assessment products to support and assist customers to ensure the use of the products meet their educational needs. He has a customer-centric focus and is adept at establishing, developing, and maintaining relationships with local schools and the Division.

f. Provide the number and qualifications of the personnel proposed for the development and ongoing processing including training;

To support our continuing partnership with HCPS, Riverside Insights proposes only knowledgeable and deeply experienced educational professionals to provide the training necessary to help the Division successfully implement this program. On average, our proposed staff members have in excess of 10 years of combined experience in the classroom and/or in delivering educational solutions in a K–12 environment. Our training staff's extensive experience is what sets our company apart from others who offer similar products and services.

The following individuals will support the training needs of HCPS for this program:

- \* Shannon Bell
- \* Cris Juarez
- \* Allen Dobbs
- \* Rhoni McClennahan

Additional resources, such as program management and support, can be provided by appropriate staff from our company based upon the needs of the Division for this project.

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g. Provide resumes of the proposed staff for this project and describe how long they have worked together as a team.

Please see Tab 14 – Appendices (Appendix B) for resumes detailing the qualifications of our proposed staff members. Mr. Hubbard has collaborated with Ms. Bell and Mr. Dobbs since 2014, with Mr. Juarez since 2019, and with Ms. McClennahan since 2020.

h. Provide a description of the duties and qualifications of support service personnel.

All contact with Riverside Insights for issues related to our technology can be made directly to the Technical Support team via chat (on our website and inside the platform), e-mail, and our toll-free number. We will provide live technical assistance from 6:00 am to 5:00 pm Eastern Time, Monday through Friday, excluding holidays. During non-business hours, customers can use our Self-Help Portal for frequently asked questions and troubleshooting steps, as well as send e-mail to [techsupport@riversideinsights.com](mailto:techsupport@riversideinsights.com). Messages can be left 24/7, via voicemail or e-mail.

The Technical Support team truly understands the intricacies of the system. These team members are the initial contacts for all support. Generally, our Technical Support team answers all chats and calls immediately. During peak testing times there may be short hold times. During off-hours and weekends, voicemails and e-mails are answered within the next business day. During peak testing times, this timeframe may increase.

Riverside Insights' reputation for customer support is outstanding and is one of our company's greatest strengths. Our Technical Support team comprises 12 full-time technical support specialists led by the Technical Experience Manager. Six of those support specialists can be considered "tier 2." The team is committed to providing each customer with excellent service and treating each in a professional and courteous manner as part of our overall services under this contract. The Technical Support team will directly support all users in all aspects of using the program.

i. Sub-consultants – Information on any sub-consultants that is necessary to provide the services required. Provide name, experience, address, telephone number and qualifications.

Riverside Insights does not intend to use any subconsultants as part of this contract with HCPS.

## Tab 4 – Test Administration

In this tab, offerors shall describe test administration and provide the following information:

- a. Describe the ability assessment administration options. Currently, HCPS is using a digital assessment program. If a paper administration option is proposed, include whether or not paper tests are consumables.

As the Division knows from its many years of administering the *Cognitive Abilities Test*, the assessment can be administered either online or on paper. The online test has been designed to be easy to navigate; responses are immediately captured and stored in our servers. With online administration, each student has a logon ID and a testing session code to access the tests within *DataManager*, Riverside's web-based testing system. With proctor-led administrations, teachers facilitate the administration through *DataManager*, reading aloud select items at Levels 5/6–8 (Grades K–2), just as they do with a paper-based administration. Alternatively, audio test directions are available in Spanish and English, as well as in Chinese (Mandarin and Cantonese), Vietnamese, Arabic, Somali, and Russian at all test levels for online testing, so students can listen to that audio with headphones. Once a student completes the test, the responses are submitted in the online system for scoring, and electronic reports are available in *DataManager*.

Should circumstances require the District to administer *CogAT* to students in remote locations (i.e. at home), we now offer an integrated application through which teachers can remotely proctor secure test administrations through *DataManager*. This ensures the validity of results while accommodating today's unique learning environments.

When *CogAT* is administered on paper, teachers distribute materials before testing and collect all materials after testing. Test booklets are consumable at Levels 5/6–8; at Level 9, both a consumable and reusable book are available; and at Levels 10 and above, the test book is reusable. Students mark their responses on consumable answer folders when testing at levels with reusable books.

After testing on paper, materials are returned for central scoring. Our scoring service receives, scans, and scores students' response documents. Upon receipt at the scoring center, materials are inventoried to ensure the number received matches the reported number that was returned, as indicated by the Division's Test Coordinator on shipping documents. The completed

scannable test booklets or answer sheets are processed, and reports generated, either on paper or electronically for access through *DataManager*.

Once a student begins testing in a given mode, either paper-based, online proctor-led, or online with audio, he or she should complete the test in that mode. If a situation arises that necessitates switching the mode of testing mid-assessment (e.g., from online to paper/pencil), the student should start again from the beginning and complete the entire assessment using a single mode of testing.

## *DataManager*

*DataManager*, our easy-to-navigate, online resource, allows educators to streamline the management and reporting of the *Cognitive Abilities Test*. Educators use this secure web-based system to:

- Access important digital resources, including the ancillary materials that support *CogAT*
- Prepare for test events
- Administer assessments online
- Access score reports from either or both paper-based and online tests
- Interpret results

When *CogAT* is administered online, educators pre-register the students who will take the tests online in *DataManager*. Files with user information can easily and quickly be loaded into the system. Each student then has a unique username, often the Division-assigned student ID number, for his or her assessment within *DataManager*. Each testing session is assigned a session ID code that the student enters to access the correct section of the assessment. Teachers or proctors facilitate the test administration just as they do with a paper-based administration. Once the student completes the test, the responses are submitted via the online system for scoring.

Educators can create a new test event or locate an existing event within *DataManager* to manage and administer tests. A series of Help functions provides information about and demonstration of common tasks. The Help menu also includes search, index, and glossary functions to aid users in locating specific content. *DataManager* offers a number of features

to help test proctors manage and monitor the online testing experience, as shown in the following figure.

### Online Testing Management in *DataManager*

The screenshot displays the 'DataManager' interface. At the top, there is a navigation bar with 'Overview', 'Assessments', 'Proctoring/Scanning', 'Reports', and 'Administration'. The 'Assessments' section is active, showing a 'TEST EVENTS OVERVIEW' page. A 'Create a New Test Event' button is visible in the top right. Below the header, there is a section for 'All Test Events' with a note: 'Use the filters to narrow your search or click the test event name to open or edit it.' The filter section shows 'Year: 2019-2020' and '2 Assessment Types selected'. A table lists two test events:

Assessment Type	Test Event Name	Assessment Creator	Test Event Date	Close Date	Status	Actions
CogAT	CogAT Spanish Audio	Vickie Driver	02/05/2020	03/06/2020	Closed	Manage
CogAT	CogAT TD	Tariq Durrani	09/23/2019	09/24/2019	Closed	Manage

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Riverside Insights logo and footer links (Terms of Use, Privacy Policy, Site Map) are also visible.

We propose that HCPS educators continue to access *CogAT* score reports through *DataManager*. As shown below, teachers can easily select the reports and data they wish to see in the system.

## Create a Report in *DataManager*

The screenshot shows the 'DataManager' interface. At the top, there is a navigation bar with 'Overview', 'Assessments', 'Proctoring/Scanning', 'Reports' (circled), and 'Administration'. Below this is the 'REPORTS CENTER' section with an 'Add Reporting Key' button. The main area is titled 'Report Criteria for Training System' with a 'Change' link. It contains several dropdown menus: 'ASSESSMENT' (CogAT Assessments), 'TEST ADMIN DATE' (07/04/2014 - COGAT AUDIO), 'REPORT TYPE' (Group Profile), 'GRADE LEVEL' (Grade K / Level 5-6), 'SCORES' (Age Percentile Rank/Age Stanine), 'CONTENT SCOPE' (7 selected), and 'BUILDING' (All). There is also a 'POPULATION FILTERS' section with 'None selected'. At the bottom, there are four buttons: 'Reset Criteria', 'Save Criteria', 'Run Report in Background', and 'Run Report'.

Our online testing system is configured so that all logons are developed using SSL (Secure Sockets Layer) 128-bit encryption standard communications. Sign-on permissions, passwords, unique IDs, or a combination of these measures are required to limit access to the application and database servers to appropriate state personnel, such as teachers, examiners, and administrators. For example, our system is configured so that teachers can access only their assigned students' data and administrators can access data pertaining to their schools. Data will be expunged upon the request of the customer. In addition, all personally identifiable

information is encrypted upon access through the web interface through the use of SSL technology.

- b. Provide research on the reliability and validity of the test for use with students from a variety of demographics, including procedures used by the Offeror for evaluating cultural biases within the assessment and related findings.

*CogAT* has superior technical characteristics, which are the result of the careful and proven development process we used to develop Forms 7 and 8. An overview of the test's development can be found in Part 3 of the *Cognitive Abilities Test Form 7 Research and Development Guide*, included with this proposal in Tab 14 – Appendices (Appendix C).

Reliability is typically quantified in either a correlation coefficient or a standard error of measurement (SEM). The correlation coefficient captures inconsistencies in the ranking of scores for individuals across different conditions of measurement. It is most useful for comparing the reliability of different tests that use different score scales. Like all correlations, however, its value depends on the variability of scores in the sample. KR-20s for *CogAT* Form 8, Level 8 are shown below. KR-20 values for all levels of Form 8 are presented on page 5 of the *Cognitive Abilities Test Form 8 Technical Information*, which is in Tab 14 – Appendices (Appendix D). Since Form 7 is parallel to Form 8, the KR-20s are similar and may be viewed for Level 8 and all other test levels in Table 28 on page 49 of the *CogAT Research and Development Guide*.

**CogAT Form 8 KR-20 Reliability Estimates using the 2017  
Forms 7–8 Equating Sample, Level 8**

Grade	Verbal	Quantitative	Nonverbal	VQ Composite	VN Composite	QN Composite	VQN Composite
2	0.81	0.88	0.90	0.91	0.92	0.94	0.94

The standard error of measurement summarizes expected within-person inconsistencies in score scale units. Although the expected standard error is often similar for most examinees, students with extreme scores often have quite different standard errors than students with average scores.

For interpreting the score of an individual, the standard error of measurement is a more useful statistic than a reliability coefficient. The SEM estimates the standard deviation of the distribution of test scores for an individual that would result if it were possible to measure the individual many times without changing the individual in any way (that is, no effects of practice or fatigue). Thus, the SEM indicates how large, on average, the fluctuations in scores may be or how often fluctuations of a given size may occur. Standard errors of measurement for Level 8 are shown below; SEMs for all levels are presented on page 7 of the *CogAT Form 8 Technical Information*.

### **CogAT Level 8 Standard Error of Measurement for Standard Age Scores**

Form	Verbal	Quantitative	Nonverbal	VQ Composite	VN Composite	QN Composite	VQN Composite
7	6.8	5.7	5.9	4.8	4.9	4.4	4.0
8	7.4	6.2	5.1	5.3	4.7	4.3	4.0

A number of studies have been conducted that examine the validity of *CogAT*; those studies are detailed in Part 7 of the *CogAT Research and Development Guide*. Information presented includes validity evidence based on the content of test tasks, dimensionality of individual differences on *CogAT* batteries, and student performance on *CogAT* and other tests. One key study examined *CogAT*'s prediction of student achievement through its correlation with the *Iowa Assessments*. Because of the strength of that correlation, students can receive predicted achievement scores when they take *CogAT*. Educators can use these predicted achievement scores in conjunction with the students' *Iowa Assessments* scores to better understand what how each student is performing compared to the student's expected performance.

## **Bias Review**

Items for *CogAT* were written by the author team and collaborators during their time at The University of Iowa, refined through a series of studies with students from diverse backgrounds, reviewed by Riverside's test development staff, reviewed again by external teams of fairness reviewers, and, using data from both the 2009 National Item Tryout and the Fall 2010 National Standardization, examined for evidence of statistical bias. A detailed description of these processes is in Part 8 of the *CogAT Research and Development Guide*.

The test's authors have examined how different subgroups perform on *CogAT*, and the results of those analyses are also reported in Part 8 of the *Research and Development Guide*. Although there is no evidence of item bias on *CogAT*, mean scores for the same ethnic groups can differ. Differences in mean scores do not indicate bias; rather, they indicate differences in development of the reasoning abilities that *CogAT* measures. Typically, lower performance indicates lesser opportunities to develop the abilities measured by the tests. The authors found that this is most clearly seen in comparisons of the scores of English-Language Learner (ELL) and non-ELL students on the Verbal Battery that are reported in this section. In addition to Hispanic and Black ethnicities, Asian Americans, students eligible for free or reduced-price lunch (F/RL), and students classified as ELL were also included.

Because ethnicity, socioeconomic (SES) status, and ELL status co-vary with one another, observed differences on any one variable partly reflects the influences of the other two variables. Therefore, instead of reporting differences in observed scores, which are often misleading, estimated marginal subgroup differences after controlling for background variables are reported. The authors carried out this analysis using a hierarchical linear model controlling for ethnicity, gender, free/reduced-price lunch (F/RL), ELL, age, grade, school SES (defined as Title I eligibility = none, partial, or school-wide), school size, region of the country, and school type (defined as public, Catholic, other religious, or nonsectarian). The results are shown in Table 49 on page 103 of the *Research and Development Guide*.

The authors also examined SEMs for subgroups defined by ethnicity, ELL status, and eligibility for F/RL. The results are reported in Table 52 on pages 109–110 in the *Research and Development Guide*. As the table shows, SEMs vary little across groups. *CogAT* scores are as reliable for ELL students as for non-ELL students, for students who are eligible for F/RL as for non-F/RL students, and for Asian, Black, and Hispanic students as for White students.

c. Describe how the security of the test questions is maintained from public access.

*CogAT* test forms and questions are not publicly available. Riverside Insights sells *CogAT* to educational entities only; we do not make copies of the tests or any of the questions available to the general public or use any of the questions in publications or documents that are publicly available. Access to the online tests is controlled through secure logons to *DataManager*. In

addition, educational entities that purchase *CogAT* are expected to maintain the security of all copies of the test to which they have access, whether printed or online.

d. Provide evidence that the assessment is flexible for use in a variety of educational settings such as whole group, small group and/or individually.

*CogAT* is designed to be a group-administered test; however, it can be administered to individual students as needed and desired. The tests and directions are constructed for easy administration by classroom teachers. The tests should be administered by someone who is familiar to the students and who has a good rapport with them. No special training in educational or psychological testing is required.

e. Provide a description of the multilingual capability of the ability assessment program being proposed, outlining languages supported and the additional costs, if any, for obtaining this capability.

As noted above, when *CogAT* is taken online, audio test directions are available in Spanish and English, as well as in Chinese (Mandarin and Cantonese), Vietnamese, Arabic, Somali, and Russian. Administrators control which languages are available for audio during the online administrations. If the administrator turns on a language, students can hear the test in that language.

f. Provide samples of testing materials for both written and online.

Riverside Insights has furnished a sample copy of the print version of the *Cognitive Abilities Test Form 7 Level 8 Test Booklet* in Tab 14 – Appendices (Appendix E).

In addition, we are pleased to include a *DataManager* demonstration site so that HCPS may review a copy of the online version of the test. The site includes test assignments for Grades 2 and 3 and some reporting web keys for *CogAT* so that reviewers can see the online reports.

Reviewers will note that the system is organized by function with tabs across the top of the screen to assist the user with finding reports, scheduling and administering tests, and other activities. User guides for navigating the site and understanding functions such as assigning user access and verifying rosters can be accessed by clicking the Resources icon in the upper right corner of the screen. *DataManager* is integrated with the Inline Manual so Help notifications should pop up as reviewers progress through the program. Reviewers can also

select the Help icon from the top right-hand corner for context sensitive help. Additionally, a wide array of *DataManager* Online Resources can be found within the platform and from our Home Page at: <https://www.riversideinsights.com/solutions/data-manager?tab=2>.

Note that *DataManager* supports our entire suite of web-based products, so reviewers will see references within the site to other Riverside Insights' tests in addition to *CogAT*. We have included demonstration information and data so that the Division can see how *DataManager* functions.

Please use the following URL to access the *DataManager* demo account for HCPS:  
<https://www.riversidedatamanager.com/BalancedManagement/user/signin>. Reviewers can then use the following demonstration account username and password to access *DataManager*:

<u>Username</u>	<u>Password</u>
kiadistrictadmin@dm.com	Password1

Once logged into the system, reviewers may view and manage test assignments in the Assessments tab, such as adding students or test events.

### *View Online Tests*

After initiating a test session in the Proctoring tab, reviewers may view the test from the student's perspective. To do so, first note the Session Code on the Proctor tab (in a column on the right side of the screen). Then Click on "Assessments" at the top of the screen and go to "Test Assignments." Click on "Manage" in the far right-hand column of the test event you wish to view. On the next screen you will see a list of students assigned; the Student ID is listed for each student. Now go to the following Student Test Taking URL:

<https://www.riversideonlinetest.com/studentlogin.aspx>. There, enter the Student ID code along with the Session Code from the Proctor tab. The test will then begin.

### *View Reports*

To view reports, click on Reports at the top of the screen. You can select *CogAT* Dashboard to get a quick view of student performance. Selecting Classic allows you to select from the full complement of *DataManager* reports and to specify which data are to be included on the report.

We would be happy to schedule an online walkthrough of *DataManager* with the Division's staff if desired.

## Tab 5 – Service Approach/Implementation of Services

In this tab, Offerors should demonstrate their knowledge and understanding of the scope of work requested in this Request for Proposal as demonstrated in Section II. Offerors should provide, in detail, their approach to fulfilling the scope of services being solicited by this Request for Proposal and demonstrate their compliance with the requirements of the Scope of Services. If subconsultants are to be utilized, provide the services that they will be providing.

In this section, Riverside Insights provides a detailed description of our proposed solution for meeting and exceeding the requirements outlined in the Scope of Services. Riverside Insights will provide all products and services required for Henrico County Public Schools' Ability Assessments Program; we do not intend to use any subconsultants as part of this contract with the Division.

### Product Overview

Riverside Insights proposes that HCPS continue to use the *Cognitive Abilities Test* as the norm-referenced ability measure for its second-grade students, as well as for other students in the Division, as needed. Because it is available for students from Kindergarten through Grade 12, *CogAT* can also easily be administered to students in additional grades as HCPS wishes.

As the Division knows, *CogAT* measures a student's cognitive abilities rather than academic achievement. *CogAT*'s construction is based on concepts drawn from recent revisions of two classic models of human abilities: Vernon's (1961)<sup>1</sup> hierarchical abilities model and Cattell's (1987)<sup>2</sup> fluid-crystallized abilities model. Both of these factor-analytic models are hierarchical in the sense that they posit several strata of factors ranging from very general to very specific. The two models differ in the number of general factors they include:

- Vernon's model describes one general reasoning factor, called G, which dominates other factors.
- Cattell's model provides for two general reasoning factors, called fluid-analytic reasoning (usually designated Gf) and crystallized reasoning (usually designated Gc), that dominate the other factors in the model.

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<sup>1</sup> Vernon, P. E. (1961). *The structure of human abilities* (2nd ed.). London: Methuen.

<sup>2</sup> Cattell, R. B. (1963). Theory of fluid and crystallized intelligence: A critical experiment. *Journal of Educational Psychology*, 54, 1–22.

- Of the two models, Cattell's is generally considered the more comprehensive and complete, especially in its more recent revisions.

Research in the field of cognitive psychology has greatly enhanced understanding of the fluid-analytic and crystallized reasoning abilities *CogAT* measures and of the cognitive processes students must use while taking the test (Snow & Lohman, 1989<sup>3</sup>; Mislevy, 2006)<sup>4</sup>.

A few of the important findings in this research are:

- The critical role of working memory in reasoning;
- The importance of processes that enable individuals to assemble strategies for solving novel problems and to control their application;
- The central role of knowledge in all types of learning, thinking, and problem solving; and
- The strong positive relationship between the level of cognitive development, particularly fluid-analytic abilities, and the ability to acquire knowledge, to organize and store it in memory, and to recall and use it appropriately for new learning and problem solving.

In this way, research on the nature of reasoning processes contributes importantly to both the theoretical background of *CogAT* and to the construct validity of *CogAT* derived scores.

The format of *CogAT*, the methods of administration, and the types of items are developmentally appropriate for students in Kindergarten through Grade 12. *CogAT* has three batteries: Verbal, Nonverbal, and Quantitative; each battery has three subtests. The fluid reasoning abilities appraised are those that enable students to acquire, organize, store in memory, and recall information; to make inferences; to detect relationships; to comprehend and analyze problem situations; to form concepts; to discover and remember sequences; to recognize patterns; to classify or categorize objects, events, and concepts; to infer rules and principles; and to relate and use previous experience to accomplish new learning tasks or solve novel problems. Each of the batteries has been designed to appraise inductive and deductive reasoning abilities and specific reasoning abilities that are unique to the battery.

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<sup>3</sup> Snow, R. E., & Lohman, D. F. (1989). Implications of cognitive psychology for educational measurement. In R. Linn (Ed.), *Educational measurement* (3rd ed., pp. 263–331). New York: Macmillan.

<sup>4</sup> Mislevy, R. J. (2006). Cognitive psychology and educational assessment. In R. L. Brennan (Ed.), *Educational Measurement* (Fourth Edition) (pp. 257–306). Phoenix, AZ: Greenwood.

*CogAT* consists of a series of articulated levels that span Kindergarten through Grade 12. Standardized with a nationally representative sample of students from across the nation, the tests can be used to compare the performance of students tested locally with the performance of students tested in the national sample.

Levels 5/6, 7, and 8 are designed for students in Kindergarten through Grade 2; Level 8 will be used with HCPS' students in Grade 2. No reading is required at these levels, and the test is untimed. The test administrator (or the online system) reads all subtest directions aloud, works the practice items with the students, and paces students through each subtest. The item formats in Levels 5/6–8 have been adapted to be more developmentally appropriate for young students. The table below lists the corresponding *CogAT* test levels from Kindergarten through Grade 12.

### ***CogAT* Test Levels by Grade**

Grade	Test Level
Kindergarten	5/6
Grade 1	7
Grade 2	8
Grade 3	9
Grade 4	10
Grade 5	11
Grade 6	12
Grade 7	13/14
Grade 8	13/14
Grade 9	15/16
Grade 10	15/16
Grade 11	17/18
Grade 12	17/18

## *CogAT's Batteries*

As noted, *CogAT* has three batteries at each level; each battery is described below. Reviewers are encouraged to review the Level 8 *Test Booklet* included with this proposal to examine items in each subtest. Please refer to Tab 14 – Appendices (Appendix E).

### *Verbal Battery*

The Verbal Battery assesses students' abilities to use search, retrieval, and comparison processes that are essential for verbal reasoning. The three subtests in the Verbal Battery are Verbal Analogies, Sentence Completion, and Verbal Classification. In the Verbal Analogies subtest the analogies are all of the form  $A \rightarrow B : C \rightarrow \quad$ . Students examine a pair of pictures (at Levels 5/6–8) and think of ways in which they are related. They then apply this relationship to a third word to generate a new pair of words that goes together in the same way. Finally, students select the best answer choice or, if none seems correct, they look for a different way in which the first two words are related.

In the Sentence Completion subtest, students hear (at Levels 5/6–8) an incomplete sentence and then select the answer choice that best completes the sentence. Items in the Verbal Classification subtest require students to examine three pictures (at Levels 5/6–8) and think of ways in which they are alike. Then students select an answer choice that belongs in the same group.

At Level 5/6–8, all items in the Verbal battery are picture-based, while the Verbal Battery for Grades 3 and up, Levels 9–17/18, requires students to read words and sentences to answer the items. At the lower levels, the Picture Analogies and the Picture Classification subtests use picture-based formats that measure verbal reasoning processes without tying questions to a specific administration language. The Sentence Completion subtest is the only subtest that requires the teacher/online system to read item-specific prompts. On this subtest, the test administrator/online system reads a prompt, and the students choose the picture that best answers the question.

A verbal score can be generated at Levels 5/6–8 with just the administration of Picture Analogies and Picture Classification, providing an Alternate Verbal score that omits Sentence

Completion. However, including the Sentence Completion subtest makes the Verbal Battery a better measure of verbal reasoning for those students who are able to take the test in English.

### *Nonverbal Battery*

The Nonverbal Battery assesses students' abilities to reason with somewhat more novel questions that use spatial and figural content. The Nonverbal Battery includes the Figure Matrices subtest as well as the Paper Folding and the Figure Classification subtests.

At all levels, the three subtests in the Nonverbal Battery are picture-based. The Figure Matrices subtest contains three figures in an analogy ( $A \rightarrow B: C \rightarrow$ ), and the student chooses the figure that best completes the analogy. The Paper Folding subtest requires students to determine how a folded piece of paper that is changed in some way or has holes punched in it will appear when unfolded. The Figure Classification subtest presents three figures for each item, and the student must choose the fourth figure that belongs to the set.

### *Quantitative Battery*

The Quantitative Battery assesses students' abilities to reason about patterns and relations using concepts that are essential in quantitative thinking. The Quantitative Battery subtests are Number Analogies, Number Puzzles, and Number Series.

The Number Analogies subtest for Kindergarten through Grade 2 students relies on picture-based quantitative concepts rather than numeral representations. In the Number Analogies subtests, students examine two pairs of numbers and figure out the rule both pairs follow. They then apply the rule to a given number and choose an answer that generates a third pair of numbers that follow the same rule.

In the Number Puzzles subtest, students are presented one or more equations in which at least one number is missing. If one element is missing, students must select the missing number. If two or three elements are missing, students must substitute numbers that are provided for the missing elements and then solve the equation. In Levels 5/6 and 7, the Number Puzzles subtest presents equations as two trains that must carry the same number of objects. Number Puzzles for Level 8 requires students to solve brief numerical equations.

The Number Series subtest questions show a series of numbers that require the student to identify the pattern and then select the number that comes next in the sequence. Each item in the Number Series subtest at Levels 5/6–8 is presented as an abacus in which students search the beads looking for patterns.

Eliminating the oral prompts from the lower-level Quantitative Battery subtests reduced the extent to which these tests measure verbal abilities and increased the extent to which they measure quantitative reasoning. At Levels 9 and up, Grades 3–12, students demonstrate their quantitative reasoning abilities to solve items using numbers for the Number Analogies, Number Puzzles, and Number Series subtests.

### **Estimated Testing Times**

Estimated testing times for each battery are shown in the tables below. Since the administrator/online system paces the test for Levels 5/6 through 8, the actual testing time for those grades varies across classes. Estimated testing time for Grade 2 (Level 8) is 122 minutes. Testing times for Levels 9 and higher, however, are fixed at 10 minutes per subtest. For all levels, an additional 5 to 7 minutes per testing session may be required to assist students in logging in when they are taking the online test or to distribute and collect materials when paper-based testing is used. Additionally, classes will need a few minutes to review and answer the sample questions at the beginning of each subtest. A break is recommended between the administration of each battery. Additionally, short breaks between each subtest are recommended for younger students, with no more than one battery administered at a single sitting.

The following tables list the number of items and testing times for each battery and subtest of *CogAT* Forms 7 and 8. Because all batteries are untimed at Levels 5/6–8, the testing times listed for these levels are approximate.

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**Subtests and Number of Items by CogAT Battery (Levels 5/6–8)**

Battery	Number of Items	Estimated Testing Time (Minutes)
<b>Level 5/6 (Grade K)</b>		
<b>Verbal Battery</b>		
Picture Analogies	14	15
Sentence Completion	14	14
Picture Classification	14	14
<b>Quantitative Battery</b>		
Number Analogies	14	13
Number Puzzles	10	11
Number Series	14	14
<b>Nonverbal Battery</b>		
Figure Matrices	14	11
Paper Folding	10	10
Figure Classification	14	10
<b>Total</b>	<b>118</b>	<b>112</b>
<b>Level 7 (Grade 1)</b>		
<b>Verbal Battery</b>		
Picture Analogies	16	13
Sentence Completion	16	13
Picture Classification	16	12
<b>Quantitative Battery</b>		
Number Analogies	16	13
Number Puzzles	12	11
Number Series	16	13
<b>Nonverbal Battery</b>		
Figure Matrices	16	11
Paper Folding	12	10
Figure Classification	16	11
<b>Total</b>	<b>136</b>	<b>107</b>

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<b>Level 8 (Grade 2)</b>		
<b>Verbal Battery</b>		
Picture Analogies	18	13
Sentence Completion	18	14
Picture Classification	18	13
<b>Quantitative Battery</b>		
Number Analogies	18	15
Number Puzzles	14	15
Number Series	18	15
<b>Nonverbal Battery</b>		
Figure Matrices	18	13
Paper Folding	16	11
Figure Classification	18	13
<b>Total</b>	<b>156</b>	<b>122</b>

**Subtests and Number of Items by CogAT Battery (Levels 9–17/18)**

<b>Battery</b>	<b>Number of Items</b>		<b>Testing Time (Minutes)</b>
	<b>Level 9</b>	<b>Levels 10–17/18</b>	
<b>Verbal Battery</b>			
Verbal Analogies	22	24	10
Sentence Completion	20	20	10
Verbal Classification	20	20	10
<b>Quantitative Battery</b>			
Number Analogies	18	18	10
Number Puzzles	16	16	10
Number Series	18	18	10
<b>Nonverbal Battery</b>			
Figure Matrices	20	22	10
Paper Folding	16	16	10
Figure Classification	20	22	10
<b>Total</b>	<b>170</b>	<b>176</b>	<b>90</b>

## Uses of *CogAT*

Henrico County Public Schools will continue to realize many benefits from administering *CogAT*, which provides a description of the levels and patterns of students' abilities to reason with verbal, quantitative, and nonverbal (figural) materials. Not only can results assist in identifying students for advanced academic programs, but the information *CogAT* provides can help educators make better instructional decisions for individual students and groups of students. We have taken great care as the assessment was constructed to ensure that it can yield this information equally well for all students, including English language learners. The primary uses of *CogAT* scores are to:

- Guide efforts to adapt instruction to the needs and abilities of students
- Provide a measure of cognitive development that usefully complements other measures of cognitive and academic development, such as achievement test scores and grades
- Identify students whose predicted levels of achievement are markedly discrepant from their observed levels of achievement

Appropriate uses of *CogAT* scores include helping educators:

- Adapt instructional methods, learning materials, and the pace of instruction to the individual needs of students
- Identify the strengths and weaknesses of an individual's general cognitive skills, so that the strengths can help facilitate learning, and weaknesses can be addressed efficiently and effectively
- Identify academically talented students for enrichment programs
- Identify students whose levels and patterns of cognitive abilities indicate that they may be at risk of encountering difficulties in learning, so that appropriate early interventions can be implemented
- Identify students who need assistance in using their cognitive resources more effectively for learning and problem solving
- Assist students and their parents as they make appropriate educational decisions

## A. Specific Requirements

### 1. Test Administration

- a. an implementation manual including accommodations and modifications based on a student's IEP or 504;

Both the *Cognitive Abilities Test Directions for Administration* and the *Cognitive Abilities Test Directions for Online Administration* provide information about typical accommodations and acceptable modifications. Please see Tab 14 – Appendices of this proposal to view the Form 7 *Directions for Administration* for Level 8 (Appendix F) and the *Directions for Online Administration* for Levels 5/6–8 (Appendix G).

- b. score reports including composite, verbal, nonverbal and quantitative percentile scores;

*CogAT* score reports present a student's raw scores, Universal Scale Scores (USS), Standard Age Scores (SAS), National and Local Percentile Ranks for grade-level (GPR) and age (APR) scores, and stanines (S) for each of the three batteries and the composite scores. The sample Student Roster below shows how scores are presented for each student. Note that this sample does not show Local Percentile Rank scores; those scores would be listed below the GPR for each student.

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### Sample CogAT Student Roster Report

Student Roster																										
Cognitive Abilities Test™ (CogAT®)			Grade: 2	Level: 8	Region: Riverside Report Demo																					
Form: 7					State: RD																					
Test Date: 09/27/2018																										
Norms: Fall 2017																										
Total No. Tested = 16																										
STUDENT NAME	Birth Date	Level	(Gender)	Program	Verbal	Quantitative	Nonverbal	Composite (VQ)	Composite (VN)	Composite (QN)	Composite (VQN)	Ability Profile														
I.D. Number 1	Age	Form																								
I.D. Number 2	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
Brackin, Shawnia 67874001	09/10 08-00	8 7	(F)	USS SAS APR GPR	180 102 55 62	172 96 40 50	193 109 71 77	176 96 45 55	186 105 62 69	182 103 57 66	182 103 57 66	SC (Q-N+)														
Fuller, Joselyn 67872732	06/11 07-03	8 7	(F)	USS SAS APR GPR	159 91 29 15	165 100 50 29	165 96 40 26	162 94 35 18	162 93 33 18	165 96 40 24	163 94 35 19	4A														
Galindo, Jacob 67879059	01/11 07-08	8 7	(M)	USS SAS APR GPR	169 96 40 37	154 80 11 5	174 98 45 43	162 87 21 18	172 97 43 39	164 89 25 22	166 92 31 26	4B (Q-)														
Gee, Bryan 67882218	01/01 117-08	8 7	(M)	USS SAS APR GPR	170 50 1 39	164 50 1 27	182 59 1 59	167 50 1 31	178 50 1 48	173 50 1 45	172 50 1 42	1A														
Gore, Brayden 67879668	09/11 07-00	8 7	(M)	USS SAS APR GPR	165 101 52 28	173 112 77 53	187 100 50 29	169 106 65 36	166 100 50 26	170 105 62 37	168 103 57 31	5B (Q+)														
Gross, Jahzara 67872738	11/10 07-10	8 7	(F)	USS SAS APR GPR	172 96 40 45	165 91 29 29	156 81 12 12	168 92 31 34	164 87 21 22	160 82 13 13	164 87 21 22	4B (N-)														
Hanson, Khari 67878477	04/11 07-05	8 7	(M)	USS SAS APR GPR	191 117 86 81	185 116 84 77	188 111 75 69	188 117 86 79	190 115 83 75	186 113 79 73	188 115 83 77	7A														

HCPS educators will have access to all CogAT reports available in *DataManager*. The system also provides a CogAT dashboard through which educators can easily and quickly see how their students are performing on CogAT (see Tab 6 – Reporting for more information). Teachers can also access, download, and print, as needed, the CogAT Profile Narrative for each student. This report is ideal for reporting students' results to parents.

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### Sample CogAT Profile Narrative



**PROFILE NARRATIVE FOR SHAWNIA BRACKIN**  
Cognitive Abilities Test™ (CogAT®)

Class: SCHROEDER CHRIS  
Building: CATHEDRAL ST JOHN  
District: Iowa CogAT District  
Region: Rivers de Report Demo  
State: MO

Student: Brackin, Shawnia  
Student ID: 67574001  
Form Level: 7-2  
Test Date: 09/2015  
Norms: Fall 2017  
Grade: 2

**Overview**

Shawnia recently took the Cognitive Abilities Test (CogAT). CogAT measures the development of verbal, mathematical, and spatial reasoning abilities that are essential for success in school. Students with different patterns of scores on CogAT have different learning styles. By knowing Shawnia's learning preferences, teachers can help her achieve greater success in school.

Abilities	Age Scores			APR Graph
	Standard Age Score	Age Stanine	Age Percentile Rank	
Verbal	102	5	25	
Quantitative	66	4	40	
Nonverbal	109	8	71	
Composite (VQN)	103	5	57	

**Shawnia's Profile of Test Scores**

Shawnia's overall performance is in the average range, and her Nonverbal Battery score is higher than the score on the Quantitative Battery. She has a relative weakness in quantitative (mathematical) reasoning and a relative strength in nonverbal (spatial) reasoning. Whenever a student shows a relative strength and a relative weakness, the goals for classroom instruction are

- to encourage the continued development of the strength
- to use the strength to enhance development in the weaker area.

When a student with this profile shows a relative weakness in quantitative reasoning, teachers and parents can help the child use her better-developed spatial reasoning abilities for solving math problems. Draw on her spatial reasoning abilities by encouraging her to create illustrations that represent important aspects of math problems. When attempting to learn procedural skills such as multiplication facts, oral practice is often effective.

Abilities	Raw Scores			Grade Scores		Local Scores	
	Number of Items	Number Att.	Number Correct	Grade Stanine	Grade Percentile Rank		
Verbal	54	54	29	6	62		
Quantitative	50	50	25	5	53		
Nonverbal	52	52	29	7	77		
Composite (VQN)				6	66		

**Notes:**

Shawnia's ability profile is SC (Q-I+). Visit [www.cogat.com](http://www.cogat.com) for more detailed information on profile SC (Q-I+). Click on the "Interactive Profile Interpretation System" button. Enter SC (Q-I+) in the "Input Your Score Profile" section. Click "Search".

**More Information on Shawnia's Scores**

The sections to the left explain Shawnia's performance using different types of comparisons and score scales.

- The Age Scores section compares her performance to students across the nation who are also 8.0 years old.
- The Grade Scores section compares her performance to students across the nation who are also in grade 2.

Each of these sections includes one or more scores. The Stanine reports Shawnia's performance on a scale from 1 (lowest) to 9 (highest). The Percentile Rank indicates the percentage of students in each comparison group whose scores fell at or below the score obtained by Shawnia.

In *DataManager*, all reports can be viewed, downloaded, saved, and printed. Please see the *Cognitive Abilities Test Web Reporting Score Interpretation Guide*, which is included in Tab 14 – Appendices (Appendix H) of this proposal, for samples of the score reports.

c. tests in multiple versions; and

Riverside Insights offers two parallel forms of *CogAT*—Form 7 and Form 8—which HCPS may use as alternate forms for this program.

The Division should note that the *CogAT Screening Form* is also available. An abbreviated version of *CogAT*, the Screening Form consists of the first subtest from each of the three batteries. Therefore, while it offers a limited evaluation of gifted skills, it does not report the depth of actionable data Forms 7 and 8 do.

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d. if online testing administration is provided as an option, provide a web-based system or a system that works with HCPS's current infrastructure (see System Requirements section).

CogAT can be taken online using PCs, Macs, an iPad, or a Chromebook. System requirements for devices used by students for online testing are shown in the table below.

Operating System/Device	Web Browser	Software	Screen Resolution
Windows® 10	<ul style="list-style-type: none"> <li>• Microsoft® Edge</li> <li>• JavaScript must be enabled</li> <li>• Current version of Chrome</li> </ul>	Windows Secure Browser	Minimum: 1024 X 768
Windows 8			
Macintosh® OS X 10.13 or higher	<ul style="list-style-type: none"> <li>• Safari 11, 12 or 13</li> <li>• JavaScript must be enabled.</li> </ul>	Mac Secure Browser	
iPad Air 2 or newer*	<ul style="list-style-type: none"> <li>• iOS 12 and up</li> </ul>	DATAMANAGER student testing app (App store download)	
Chromebook	<ul style="list-style-type: none"> <li>• Chrome OS (current version)</li> </ul>	DATAMANAGER student testing app (Chrome web store downloaded)	1366 X 768

\* iPad Pro and Mini models are not supported.

In addition, for optimal performance during online testing:

- **RAM:** 4 GM RAM or more is recommended for optimal performance
- Turn off automatic updates during the testing window
- **Recommended bandwidth** is (300 kbps/online test)

**Note:** Browsers not in compliance with TLS 1.2 or higher will be unable to access the *DataManager* and student online testing sites.

## 2. Reporting

The Successful Offeror(s) shall provide reports that support the analysis of student data by providing norm-referenced information for students, class groups, subgroups (i.e., demographic groups), schools and the division. National and local grade and age NCE (Normal Curve Equivalent) and percentile scores shall also be provided.

*CogAT* offers a full range of scores and score types on the reports available within *DataManager*. Both national (NPR) and local (LPR) norm-referenced percentile ranks and stanines for grade-level and age scores are presented on score reports based on the Division's specifications for each report. Both NPR and LPR scores can be included on the Student Roster and the Profile Narrative, as well as on the Student Score Label. Normal Curve Equivalent (NCE) scores are not reported separately; however, the conversion of age and grade NPRs to NCEs is standardized and easily constructed using Table 37 on page 126 of the *Cognitive Abilities Test Forms 7/8 1017 Norms and Score Conversions Guide*, provided in Tab 14 – Appendices (Appendix I). *DataManager* allows educators to sort results presented on reports by clicking on the arrows at the tops of the columns in the reports. They can also select the subgroup (gender, ethnicity, program, or locally assigned groups) for which they wish to see results. Reports and data files can be printed or exported directly from *DataManager* in a variety of customized formats including PDF, RTF, Excel, delimited, and fixed-width files.

## 3. Training and Support

a. The Successful Offeror(s) shall develop a comprehensive training plan suitable for on-site training of HCPS staff.

Please refer to Tab 8 – Training and Support for a description of our plan for training sessions for Division staff.

b. The Successful Offerors shall provide toll-free technical support to HCPS staff between the hours of 7:30 a.m. and 5:30 p.m. Monday-Friday EST with hold times not to exceed 5 minutes. It is anticipated that a staff member at each school will be tasked with the responsibility of escalating issues to a district-level coordinator who will then be the individual to call the Successful Offeror's help desk.

Our local Assessment Consultant, Clint Hubbard, will continue to support HCPS' use of *CogAT* for this program. He will be responsible for contract and vendor customer/client satisfaction through face-to-face interaction, phone, and e-mail. He will work closely with HCPS to ensure

the process for loading user data into *DataManager* are clearly understood. He will be accountable for effective performance by all teams at Riverside Insights to ensure all program services and products are delivered on schedule.

Riverside Insight's reputation for customer support is outstanding and is one of our company's greatest strengths. HCPS educators can contact our Technical Support team via e-mail or a toll-free number. We will have staff available to provide live technical assistance via telephone between the hours of 6:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday, and messages can be left 24/7, via voice- or e-mail systems. Technical Support team members are the initial contacts for e-mail and telephone technical support. Generally, our Technical Support team answers all calls immediately; our average hold time does not exceed five minutes. During peak times, incoming calls may occasionally go to voicemail. Voicemail is checked frequently and the customer promptly receives a call back. During off-hours, holidays, and on weekends, incoming calls and e-mails are typically answered or returned no later than the next business day. Riverside rigorously monitors our response times and customer problem remediation.

#### 4. Privacy and Security

- |  |
|--|
| a. The proposed solution shall be capable of defining access/security levels for users and multiple user groups. |
|--|

Access to student information in *DataManager* is based on a hierarchical structure and is determined by each user's need to access the information. Defining this structure is part of the system set-up when user information files are provided and loaded into *DataManager*; the Division will define individual users' access within those files. For example, a teacher may have access to only those students in his/her class, while a principal may have access to all students in his/her school. We will work with HCPS to ensure that access and security levels are defined appropriately to meet the Division's needs.

- |  |
|--|
| b. The proposed solution shall be a secure, authenticated and encrypted application. |
|--|

*DataManager* is configured so that all logons are developed using Secure Sockets Layer (SSL) 128-bit encryption standard communications. Sign-on permissions, passwords, unique IDs, or a combination of these measures are required in order to limit access to the application and database servers to appropriate HCPS personnel, such as teachers, proctors, and administrators. Data is expunged upon the request of the customer. In addition, all personally

identifiable information is encrypted upon access through the web interface through the use of SSL technology.

## B. System Requirements

### 1. User Interface

- a. Browser Support – the proposed solution shall:
- 1) have compatibility with the current versions of multiple browsers- at minimum, current versions of Internet Explorer, Edge, Safari, Firefox, and Chrome browsers;
  - 2) maintain compatibility with listed browsers and future versions/updates/releases of the listed browsers for the duration of the contract; and
  - 3) only require standard browser plugins.

HCPS educators will use *DataManager* to administer *CogAT* and to access *CogAT* score reports. *DataManager* system requirements for accessing score reports and the materials that support the use of *CogAT* are listed in the following table. Note that Riverside routinely reviews available browsers and operating systems and adjusts our system requirements, as needed.

Operating System	Web Browser	Screen Resolution
Windows 10	<ul style="list-style-type: none"> <li>• Microsoft Edge</li> </ul>	Minimum: 1280 X 720
Windows 8	<ul style="list-style-type: none"> <li>• JavaScript must be enabled</li> <li>• Current version of Chrome</li> </ul>	
Macintosh® OS X 10.13 or higher	<ul style="list-style-type: none"> <li>• Safari 11, 12 or 13</li> <li>• JavaScript must be enabled.</li> </ul>	

Additional recommendations and requirements for web reports include:

- **RAM:** 4 GM RAM or more is recommended for optimal performance
- **Internet/Network:** High Speed Internet connection required

**Note:** Browsers not in compliance with TLS 1.2 or higher will be unable to access *DataManager*.

Please see our response to item A.1.d above for browser information specific to online testing.

- b. The proposed solution will be compliant with the Americans with Disabilities Act requirements for accessibility.

A number of accommodations can be used during test administration, including assistance with recording responses, testing off level, and testing in a separate location. Note that *DataManager* provides audio for directions and item prompts that are read orally. Online audio is not an accommodation for text passages, question text, or response categories that are not included among the proctor-read instructions and item prompts. Audio is provided only for those instructions and prompts that a text proctor would typically read aloud, however, read-aloud accommodations are permissible.

While *DataManager* is not specifically ADA-compliant, the system is intuitive and easy for all users to navigate. Screens can be enlarged, as needed, for ease of viewing. In addition, all reports can be exported as PDFs, so users can also use the viewing options available with Adobe Acrobat to enlarge the reports. Reports can also be printed.

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

Riverside hosts our online system, and *CogAT* is delivered securely over the Internet. Schools can use wireless LANs to access the system and the tests.

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

*DataManager* and the online version of *CogAT* have been developed so that they are easy to use and navigate. Educators use point-and-click and drop-down menus to move through the system's many features and choices. They can enlarge each screen for ease of viewing, and they can click on the arrows at the tops of columns to change the order in which information/entries are displayed.

The principles of universal design guided *CogAT*'s test development. Our goal is to improve accessibility of the test and reduce distractions. The tests use color and design elements to improve the art and other key page elements. The font sizes are age-appropriate, and only one item is on the screen at a time. Students can easily move from one item to the next and back again, as needed.

- e. The proposed solution shall support mobile technology including but not limited to the specific mobile devices currently used in HCPS (iOS, Chromebooks).

As noted in our response to item A.1.d above, students can take *CogAT* online using iPads and Chromebooks.

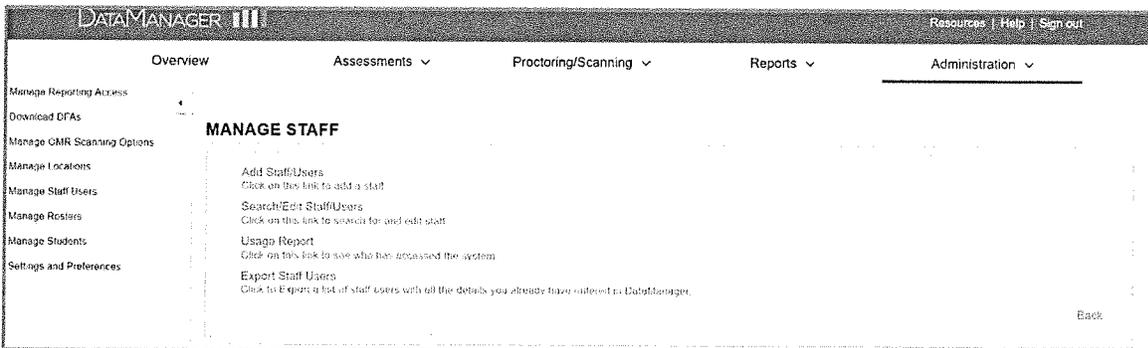
## 2. Integration

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

User information is loaded into *DataManager* through the data files the Division provides Riverside through an SFTP site. Templates for these files are available in *DataManager*. Those files create HCPS' hierarchy of users and associate students with their teacher/class.

Once the files are submitted and the data loaded into the system, the Division's administrator can make changes to users and students, as needed. The administrator can modify or add schools and classes, edit or add staff users, and edit or add students. He or she can also manage who has access to score reports. The figure below shows the easy-to-use and navigate interface through which the administrator can manage users.

### **DataManager Manage Staff Menu**



- b. 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;

We currently do not support single sign-on (SSO); our development plans include adding this capability by the end of 2021.

When a staff member is added to *DataManager*, either through the initial data file load prior to testing or through our unique reporting access process following testing with a web reporting key, that staff member is established with an identity in the system that requires the use of a unique login (his/her email address) and a password of his/her choosing in order to access the features of the system.

Students must log in to a testing session in *DataManager* to take *CogAT* online. Proctors create a test session in the system and hand out student login information along with the test session code to students at the time of testing. Student login information consists of either the first name, last name, birth month, and birthday of each student, or the student's unique Division-assigned ID number. The student log in screen is shown below.

### **DataManager Student Log in Screen**

The screenshot shows the 'Log In' screen for the DataManager application. At the top left is the 'DATAMANAGER' logo, and at the top right is the 'Riverside Insights' logo. The main content area is titled 'Log In' and is divided into two columns by a vertical line. The left column contains four input fields: 'First Name \*', 'Last Name \*', 'Birth Month \*' (a dropdown menu), and 'Birth Day \*' (a dropdown menu). Below these fields is a 'Login' button. The right column contains two input fields: 'Student ID \*' and 'Session Code \*', with a 'Login' button below them. The word 'OR' is centered between the two columns, indicating that either set of information can be used for login.

- c. The proposed solution shall allow for LTI, Azure Active Directory on LDAP as a method of authentication and authorization; and,

We currently do not support SSO through LTI or Active Directory. Integration with Clever, which would allow for SSO through the Clever application, is part of our development plans.

- d. 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.

As noted, when a staff member is added to *DataManager*, that staff member is established with an identity in the system that requires the use of a unique login (his/her email address) and a password of his/her choosing in order to access the features of *DataManager*. Access is granted only when the user enters the correct login and password.

### ***DataManager* Staff Login Screen**

**DATAMANAGER**

[Access DataManager](#)    [Proctor a Test Session](#)

EMAIL ADDRESS

PASSWORD

**Sign In**

[Forgot your password?](#)

[Create a new user with a DataManager Reporting Key](#)

System administrators can monitor usage by staff members as well as see the status of students within test events using the menus within *DataManager*.

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- e. Any requirements for student, 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:
- 1) LTI integration as a Tool Provider (TP) with our LMS Solution(Schoology).
  - 2) SIF - Student Information Framework.
  - 3) 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.
  - 4) API integration with HCPS' SIS, PowerSchool.
  - 5) File exchange to a vendor-supported sFTP server.

To roster users in *DataManager*, each building provides student and staff user files, according to the template we provide. A Division-level administrative resource consolidates and maintains these files across schools. HCPS posts the required roster files to an SFTP site, where Riverside's staff retrieves it and uploads the data into *DataManager*.

- e. The proposed solution shall be able to handle at least 5,000+ concurrent HCPS users with no latency.

Please refer to item b in Tab 9 – Technical Information, Privacy and Security for documentation of the ability to accommodate more than 5,000 concurrent users.

- f. No additional fees shall be charged to HCPS for data integration.

Data integration is included in the purchase price, which is presented in Tab 10 – Pricing/Cost Proposal.

- g. The proposed data exchange solution must be described in detail in the Offeror's response. The proposed solution must also include limitations the Offeror has such as the number of teachers for a class and the number of schools associated with teachers and students.

As noted above, HCPS will post the required data files to an SFTP site, and our staff will load the data into *DataManager*. Currently, a teacher is tied to a single class in *DataManager*, so multiple teachers cannot be tied to the same class. Similarly, in a single roster, students can only be connected to a single class.

- h. Solutions that allow for seamless integration of their product through the IMS Global interoperability standards are preferred. For ease of distribution in high schools, packages must have positive identification. Typically, this is accomplished using student name, grade and course/class number.

*DataManager* is not currently compliant with IMS Global interoperability standards; our development plans include adding this capability by the end of 2021. Student login information for online testing consists of either the first name, last name, birth month, and birthday of each student, or the student's unique Division-assigned ID number.

### 3. Infrastructure and System Administration

- a. The proposed solution shall be deployed on servers and equipment hosted or administered by the Successful Offeror(s). Hosting the solution on a 3rd party server, such as Amazon or Azure, is acceptable.

*DataManager* is a web-based system, hosted by Riverside through Amazon Web Services, that provides all needed security features and full support for the test-taking experience. Students take tests in *DataManager*. Within the system, the test is presented in a Secure Browser, which opens the student login page using a browser window. Each student uses his/her student ID and a test session code for the assigned assessment within the online testing system. A key advantage of our web-based system is that it does not require the installation of extensive software locally; no software must be installed or maintained at the school or district. The system uses standard web navigation techniques, including point-and-click and drop-down menus.

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

*DataManager* is a secure, web-based system. All logins are made using the SSL 128-bit encryption standard communications. Sign-on permissions, passwords, unique IDs or a combination of these measures are required in order to limit access to the application and database servers to appropriate personnel, such as teachers, proctors, and administrators. All personally identifiable information is encrypted upon access through the web interface via use of SSL technology. We encrypt data both in motion and at rest. Riverside uses TLS 1.2 for encryption of data in motion. The data at rest, both in database and in backups, is encrypted at AES 256.

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

Riverside takes the confidentiality and security of our users' data very seriously. We will not release results of data collection and analysis to any party other than the Division, except in aggregate format, and in compliance with all local, state, and federal laws related to student data privacy, including FERPA regulations. Please see Please refer to item c in Tab 9 – Technical Information, Privacy and Security as well as the *Riverside Insights Assessment Privacy Policy* in Tab 14 – Appendices (Appendix J) for detailed information regarding our commitment to data privacy.

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

*DataManager* is Riverside Insights' proprietary system through which we support the administration and reporting of many of our published assessments. It does not contain any content other than our assessments and materials that support their use. There is no commercial content in the system, and our system is not a vehicle through which we market goods and services.

f. 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.

*DataManager* does not rely on LDAP authentication.

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

We welcome input from customers on system or content changes they would like to see; those suggestions can be provided to us via email. Current *CogAT* test content cannot be changed for individual customers as it would invalidate the test's norms; however, customer input is considered as new forms/editions are developed.

With regard to proposed system customizations, Riverside Insights will review the request and work with the customers to establish the correct course of action and if needed, based on resource availability, a plan to make appropriate changes.

## 4. Hardware, Software and Network Specifications

The ability assessment resource shall meet all performance requirements defined in this document and be currently compatible with the following minimum hardware specifications as well as maintaining compatibility with updates/patches/versions of listed software for the duration of the contract (at a minimum beginning with the versions listed below): (See pages 5-8 of RFP)

*DataManager's* web-based nature supports current releases of most major operating systems and browsers. *DataManager* testing is supported across a variety of operating systems and secure browsers, as outlined in the technical requirements, provided earlier in this section of our proposal.

Please see our response to Section B. System Requirements, 1. User Interface for current *DataManager* system requirements. *DataManager* is compatible with the hardware and software used in the Division at all levels, as described on pages 5–8 of the RFP.

### Additional Requirements

- a. Provide copies of any service/maintenance contracts to be executed in final agreement with your proposal.

There are no service/maintenance contracts required for the use and administration of the *Cognitive Abilities Test* through *DataManager*.

- b. Submit any additional agreements which HCPS may be requested to agree to as part of the final award.

Please refer to Tab 14 – Appendices to view the following documents outlining policies that HCPS would be requested to agree to as part of the final award. See also Tab 13 – Assumptions for other expectations.

- \* *Riverside Insights Assessment Privacy Policy* (Appendix J)
- \* *Riverside Assessments, LLC dba Riverside Insights Terms of Use* (Appendix K)
- \* *Riverside Assessments, LLC Test Disclosure Policy* (Appendix L)
- \* *Riverside Insights General Information and Conditions of Sale* (Appendix M)

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- c. Discuss the firm's current and future workload with particular reference to the personnel and other resources being proposed along with staff continuity during the contract period. Provide a statement that firm has the necessary resources to undertake an engagement of this magnitude and shall have demonstrated an ability to complete projects within the specified completion dates and on budget.

As a leading provider of high-quality educational products and services, Riverside Insights has the organizational and technical capacity to simultaneously manage and coordinate a wide range of educational activities for our customers. We have the requisite resources and will use our established systems to ensure that we will continue to consistently provide high-quality, time-tested products and services tailored to the needs of HCPS educators and students in a timely and efficient manner and within the proposed budget.

When delivering educational programs to our customers, Riverside Insights staffs each program with a dedicated team of professionals, comprising of individuals who have a solid background in their respective areas of expertise. The staff proposed for this new program have been identified in Tab 3 – Offeror Qualifications, Experience, Resumes and Financial Capacity; Both our Virginia Assessment Consultant, Clint Hubbard, and our lead Account Implementation Specialist, Shannon Bell, have been supporting our current implementation of the program. As such, these individuals will not be removed from this program to work on other projects that might prevent them from fulfilling their obligations to the Division. Should any of the assigned individuals leave the company during the term of the contract, we will work with HCPS to identify suitable replacements to support and implement the Ability Assessment Program. Similarly, should the program require additional resources, we have the range and depth of staff necessary to provide additional qualified individuals to meet the needs of the Division and to provide all required program materials and services.

- d. The proposal shall provide a detailed description of the implementation, and support, the solution has with LTI version 1.1 ® or higher certified as a Tool Provider (TP) with our LMS Solution (Schoology).

We currently do not support LTI; our development plans include adding this capability by the end of 2021.

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- e. Provide a project schedule of the implementation plan, that includes key phases of the project, including staff training, data migration and file upload requirements, implementation planning and support, technical support, technical training requirement and responsibilities etc. Order dates and availability of practice tests shall be noted.

We present a draft schedule, which includes key activities for the continued use of *CogAT* in Henrico County Public Schools, in the following table. As HCPS is already using *DataManager* to deliver *CogAT* online, we anticipate that there will be little, if any, transition or start-up time for this new contract. Note that *CogAT* practice activities for each test level are available at no additional charge through *DataManager*. Technical support is available as soon as the contract is in place, and training/professional development includes any needed technical training.

Because dates for program activities are currently tentative, we are not listing specific or proposed dates here. We look forward to reviewing this schedule and finalizing dates and activities with the Division upon contract award.

**Draft Implementation Schedule for HCPS' Ability Assessment Program**

Activity	Duration in Days
Contract Awarded	1 day
PO Received and Processed	1 day
Online Testing Seats available in HCPS <i>DataManager</i> account	Within 24 hours of PO processing
HCPS provides data files for upload into <i>DataManager</i>	2-3 weeks prior to the start of testing
<i>DataManager</i> Training Sessions Note: These sessions will be optional for most HCPS educators, as they are already using and familiar with <i>DataManager</i> .	3-4 weeks prior to the start of testing
Student Roster Data Upload into <i>DataManager</i>	7 business days
Testing window Note: The Division will determine the exact testing window. We anticipate it will be in November again.	November 2021
Scores/Data available in <i>DataManager</i>	Within 24 hours after student completes test
<i>CogAT</i> Student Score Labels delivered to HCPS	Within 10 business days of HCPS requesting the labels

f. Provide detailed information for the process that will be established to ensure successful implementation, testing and final system acceptance. System final acceptance shall be conducted in accordance with the implementation plan that is mutually agreed to and incorporated as part of the contract documents and shall occur prior to the winter testing window.

As noted, HCPS is currently using *DataManager* to administer *CogAT* online and to access score reports. We do not anticipate that additional system testing will be needed for the Division to accept the system for continued use.

g. Provide a sample of a test and acceptance plan describing the typical procedures and acceptance criteria based on the ability assessment program being proposed.

Because HCPS is already using *CogAT*, we do not anticipate that a plan for the Division to review and accept the test or our online platform is required for this new contract.

h. Provide as part of the implementation plan, the estimated staff needs for configuring and maintaining the solution over the course of the contract. (Contract period is 24 months from date of award with 5 additional one- year renewal options.)

Online testing with *DataManager* is straight-forward and easy to set up and manage. Because *DataManager* is a web-based system, there is minimal configuration or local maintenance required. When students test online, *CogAT* is presented in a Secure Browser, which opens the student login page using a browser window, Within *DataManager*. A key advantage of our web-based system is that it does not require the installation of extensive software locally. No software must be installed or maintained at the school or district. *DataManager* allows educators to streamline the management and reporting of *CogAT*. The system uses standard web navigation techniques, including point-and-click and drop-down menus.

Riverside Insight provides all needed data templates for the student and user information files that HCPS provides for upload into *DataManager*. A Division-level system administrator consolidates and maintains student and user files across buildings, and a Division-level technical lead coordinates technical requirements, checklists, and training for building staff members. The administrative lead and the technical lead can be the same person. We also suggest that each building appoint one administrative lead to coordinate student and staff user files and one technical lead for system checking, installation of the secure browser on each computer/device used for testing, and for creation and management of online test sessions

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within the building. The school-level points of contact can be any HCPS current staff members who also administer the test.

- |   |
|---|
| <p>i. If Supplier proposes a solution that will require The County of Henrico or Henrico County Public Schools to execute a EULA, either as a signed agreement or as “clickwrap”, with a software manufacturer, Supplier shall, for each such software manufacturer, obtain the written consent of such software manufacturer to the terms and conditions of the “License Agreement Addendum” attached as Exhibit H and provide a copy of each such consent with its proposal (Attachment F).</p> |
|---|

There are no end-user license agreements required for the use and administration of the *Cognitive Abilities Test* through *DataManager*.

- |  |
|--|
| <p>j. Outline the terms of any Service Level Agreements offered in their proposal and provide a copy with proposal submission.</p> |
|--|

Riverside Insights does not have a standard service level agreement for *DataManager* but would be happy to work with the Division to create one for the new contract if desired.

## Tab 6 – Reporting

In this tab, offerors shall demonstrate their reporting capabilities as described in this Request for Proposal Section II.

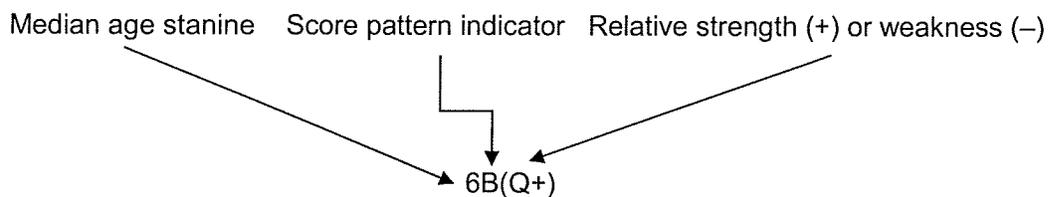
- a. Offerors shall provide samples and descriptions of anticipated reports and other feedback during the process and reports available from the system for analyzing students learning.

All *Cognitive Abilities Test* reports available within *DataManager* are presented and described in the *Cognitive Abilities Test Web Reporting Score Interpretation Guide*, included in Tab 14 – Appendices (Appendix H) of this proposal. These reports include the following score types:

- **Raw score** – The number of questions answered correctly.
- **Universal Scale Scores (USS)** – This is a developmental scale score that provides a continuous growth scale of cognitive development from Kindergarten through Grade 12.
- **Standard Age Scores (SAS)** – The SAS scale is a normalized standard score scale for each battery and composite that has a mean of 100 and a standard deviation of 16. The SAS lets educators compare the rate and level of cognitive development of an individual with other students in the same age group.
- **Percentile Ranks** – These scores indicate the percentage of students in the same age or grade group whose scores fall at or below the score obtained by a particular student.
  - **National Norms** – *CogAT* Forms 7 and 8 report nationally normed percentile scores for Fall, Midyear, and Spring.
  - **Local Norms** – In addition to national percentile ranks, local norms can be reported. Local norms provide percentile ranks based on those students tested and scored together in a single test event.
- **Stanines** – The stanine scale is a normalized standard score scale consisting of nine broad levels designated by the numbers 1 through 9. Stanines are provided for both age and grade groups.
- **Ability Profiles** – Unique to *CogAT*, the ability profile captures both the pattern and the level of a student's scores on the three *CogAT* batteries.

## CogAT Ability Profile

The CogAT Ability Profile Score enables teachers, students, and parents to understand and act on CogAT results. While the CogAT Composite score reflects overall performance across all three batteries, the Ability Profile is a far more informative and useful index, succinctly conveying two important characteristics across the student's scores—both the pattern and the level of a student's scores on the three CogAT batteries. The information communicated in an Ability Profile follows the format shown in the example below.



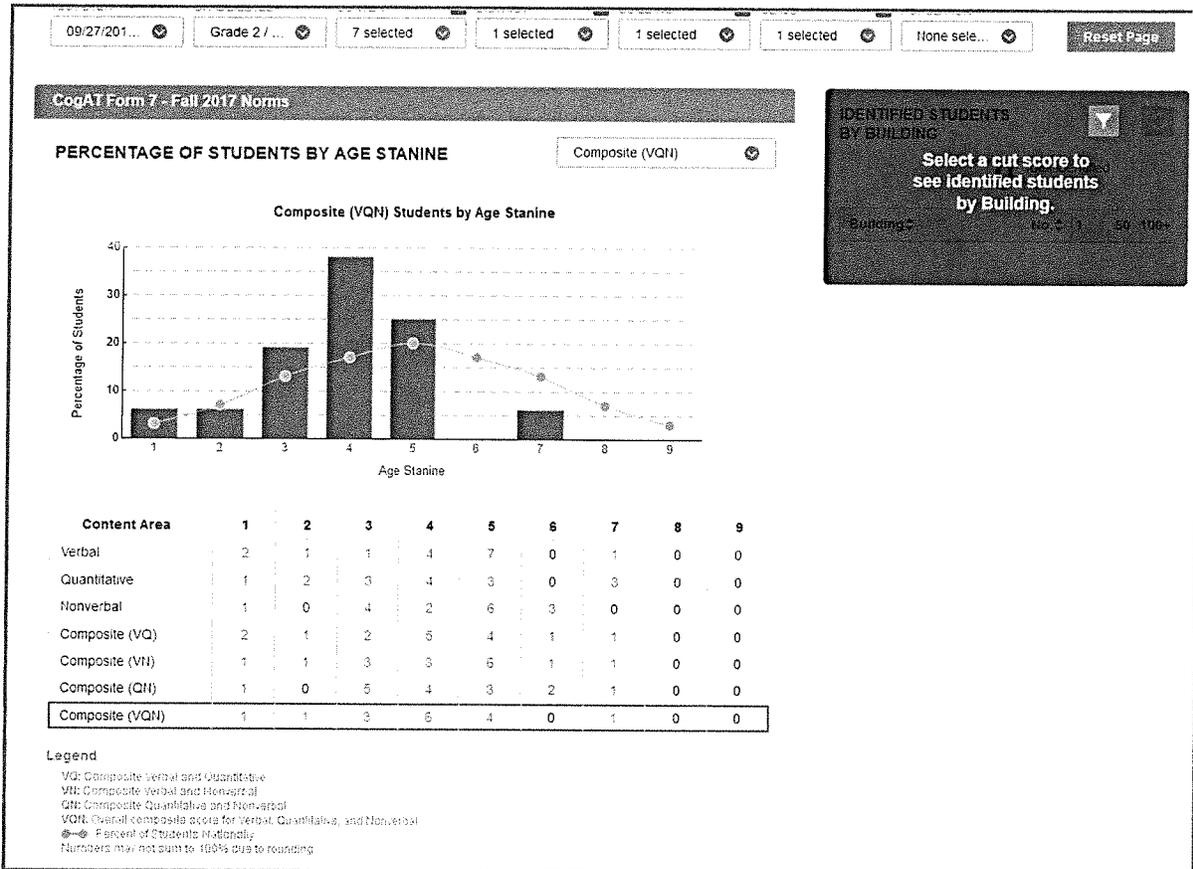
For example, an Ability Profile of 8B(Q-) indicates the student received generally high scores but has a relative weakness on the Quantitative battery, where the score on the Quantitative battery is somewhat below (B) those on the Verbal and Nonverbal batteries.

The student's Ability Profile is displayed on several reports, including the Student Profile Narrative, which is the report most often provided to parents. A sample of that report is shown in the next section of this response.

Educators and parents can use the Interactive Ability Profile Interpretation System on Riverside Insights' CogAT website ([www.CogAT.com](http://www.CogAT.com)) to better understand and use the Ability Profile score. This site was built to help teachers, counselors, and parents interpret the CogAT Ability Profile for their students. It describes each score profile and offers suggestions for adapting instruction for individual students who have that profile. Using this system, the teacher, counselor, or parent inputs the student's Ability Profile from the Student Profile Narrative report in the appropriate drop-down boxes. The user can then read a brief description of the student's fluid reasoning abilities. The system also provides some suggestions for using this score profile information to help the student learn more effectively. These instructional suggestions are intended to help teachers and parents better meet the needs of individual students. While these recommendations are not exhaustive, they are indicative of what research indicates will make a positive instructional difference.

## Sample Reports

*DataManager* gives educators access to all the *CogAT* reports that are described in the *CogAT Web Reporting Score Interpretation Guide*. The system also includes a *CogAT* reporting dashboard, which lets educators select the scores they want to see and to quickly see (and print) the results for their students. The dashboard is shown in the following figures.



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Student Name ↓	V	Q	N	VQ	VN	QN	VQN
	APR ↓						
BRACKIN, SHAWNIA	55	40	71	45	62	57	57
FULLER, JOSELYN	29	50	40	35	33	40	35
GALINDO, JACOB	40	11	45	21	43	25	31
GEE, BRYAN Ⓐ	1	1	1	1	1	1	1
GORE, BRAYDEN	± 52	± 77	50	65	50	62	57
GROSS, JAHZARA	40	29	12	31	21	13	21
HANSON, KHARI	86	84	75	86	83	79	83
HARDEN, YOVANNI	± 27	± 77	69	50	48	71	57
JOHN, MARIANO	45	23	43	31	43	31	35
KANE, JUSTIN	± 52	35	43	45	45	35	40
KAPPLER, TRENICE	3	13	17	4	7	12	7
KAPTAIN, ANNALISA	48	27	23	33	31	21	29
PLOTKIN, EDINSON	9	8	40	7	21	19	16
RICKETTS, PHILNOVI	43	45	45	40	40	43	40
THOMAS, PEYTON	± 57	57	55	55	57	55	57
VIDALS, JULIAN	16	16	± 14	13	13	12	13
<b>Group Totl</b>	<b>41</b>	<b>31</b>	<b>36</b>	<b>28</b>	<b>32</b>	<b>30</b>	<b>30</b>

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**Legend**  
 V: Verbal  
 Q: Quantitative  
 N: Nonverbal  
 VQ: Composite verbal and Quantitative  
 VN: Composite verbal and Nonverbal  
 QN: Composite Quantitative and Nonverbal  
 VQN: Overall composite score for Verbal, Quantitative, and Nonverbal  
 APR: Age Percentile Rank  
 Ⓐ: Age unusual for coded level  
 ±: Inconsistent response pattern

As noted, Henrico County Public Schools' educators can access all the *CogAT* reports included in *DataManager*. Two commonly used *CogAT* reports are the Student Roster and the Student Profile Narrative. Samples of these reports are shown below. Note the *CogAT* Ability Profile, which is highlighted in the red oval in the Student Profile Narrative sample below.

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**Sample CogAT Student Roster Report**

Student Roster												
Cognitive Abilities Test™ (CogAT®)			Grade: 2	Level: 8	Region: Riverside Report Demo							
Form: 7			Test Date: 09/27/2018			State: RD						
Norms: Fall 2017												
Total No. Tested = 18												
STUDENT NAME ID Number 1 ID Number 2 A B C D E F G H I J K L M N O P Z	Birth Date Age	Level Form	(Gender)	USS	Verbal Δ ▽	Quantitative Δ ▽	Nonverbal Δ ▽	Composite (VQ) Δ ▽	Composite (VN) Δ ▽	Composite (QN) Δ ▽	Composite (VQN) Δ ▽	Ability Profile
Brackin, Shewnia 67874001 0	09/10 08-09	8 7	(F)	USS	180	172	193	176	186	182	182	5C (O-N+)
				SAS	102	96	109	98	105	103		
				APR	55	40	71	45	62	57		
				GPR	62	50	77	55	69	66		
Fuller, Joselyn 67872732 0	06/11 07-03	8 7	(F)	USS	159	165	165	162	162	165	163	4A
				SAS	91	100	96	94	93	96		
				APR	29	50	40	35	33	40		
				GPR	15	29	26	18	18	24		
Galindo, Jacob 67879059 0	01/11 07-08	8 7	(M)	USS	169	154	174	162	172	164	166	4B (O-)
				SAS	96	80	98	87	97	89		
				APR	40	11	45	21	43	25		
				GPR	37	5	43	18	39	22		
Gee, Bryan 67882218 0	01/01 117-03	8 7	(M)	USS	170	164	182	167	176	173	172	1A
				SAS	50	50	59	50	50	50		
				APR	1	1	1	1	1	1		
				GPR	39	27	59	31	48	45		
Gore, Brayden 67879668 0	09/11 07-00	8 7	(M)	USS	165	173	167	169	166	170	168	5B (O+)
				SAS	101	112	100	108	100	105		
				APR	52	77	50	65	50	62		
				GPR	28	53	29	36	26	37		
Gross, Jahzara 67872738 0 0	11/10 07-10	8 7	(F)	USS	172	165	156	168	164	160	164	4B (N-)
				SAS	96	91	81	92	87	82		
				APR	40	29	12	31	21	13		
				GPR	45	29	12	34	22	13		
Hanson, Khai 67876477 0	04/11 07-05	8 7	(M)	USS	191	185	188	188	190	186	188	7A
				SAS	117	116	111	117	115	113		
				APR	86	84	75	86	83	79		
				GPR	81	77	69	79	75	73		

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**Sample CogAT Profile Narrative**

CogAT™

**PROFILE NARRATIVE FOR MARIANO JOHN**  
Cognitive Abilities Test™ (CogAT®)

**Class:** NORFOLK DEER CREEK  
**Building:** CATHEDRAL ST. JOHN  
**District:** Iowa CogAT District  
**Region:** Riverside Report District  
**State:** RI

**Student:** JOHN, MARIANO  
**Student ID:** 43787490  
**Form Level:** 2-0  
**Test Date:** 09/20/16  
**Norms:** Fall 2017  
**Grade:** 2

Abilities	Age Scores		APR Graph	
	Age	Age Percentile Rank		
Verbal	5	45		
Quantitative	3	23		
Nonverbal	5	43		
Composite (VQN)	4	35		

Abilities	Raw Scores			Grade Scores		Local Scores	
	Number of Items	Number Att.	Number Correct	Grade Stanine	Grade Percentile Rank		
Verbal	54	54	37	5	54		
Quantitative	50	50	19	4	29		
Nonverbal	52	52	33	5	50		
Composite (VQN)				5	44		

Notes:

Mariano's ability profile is 5A. Visit [www.cogat.com](http://www.cogat.com) for more detailed information on profile 5A. Click on the "Interactive Profile Interpretation System" button. Enter 5A in the "Input Your Score Profile" section. Click "Search"

**Overview**

Mariano recently took the Cognitive Abilities Test (CogAT). CogAT measures the development of verbal, mathematical, and spatial reasoning abilities that are essential for success in school. Students with different patterns of scores on CogAT have different learning styles. By knowing Mariano's learning preferences, teachers can help him achieve greater success in school.

**Mariano's Profile of Test Scores**

Mariano's scores on the three batteries do not differ significantly. All three of his scores are in the range typically observed in students of this age. For students who have reasoning scores in the average range, the following steps may be helpful:

- Build on Mariano's strengths by encouraging academic accomplishments in areas that interest him.
- Point out how new skills and information build on knowledge and skills Mariano already has.
- Show Mariano how to break complex tasks into simpler steps. Model the steps as you explain them. Write the steps on a sheet of paper and let Mariano work with a partner to follow them.
- Teach Mariano study skills such as planning use of time, formulating questions to guide study, and taking notes.

**More Information on Mariano's Scores**

The sections to the left explain Mariano's performance using different types of comparisons and score scales.

- The Age Scores section compares his performance to students across the nation who are also 8.0 years old.
- The Grade Scores section compares his performance to students across the nation who are also in grade 2.

Each of these sections includes one or more scores. The Stanine reports Mariano's performance on a scale from 1 (lowest) to 9 (highest). The Percentile Rank indicates the percentage of students in each comparison group whose scores fell at or below the score obtained by Mariano.

Please refer to the *Web Reporting Score Interpretation Guide* for samples of all available reports as well as additional information about score types.

b. Offerors will outline all data fields on all data reports provided.

All test results from CogAT administrations can be exported in the following formats: ASCII Fixed-Width, ASCII Tab-Delimited, ASCII Comma-Delimited, or ASCII Pipe-Delimited. The data fields included in the export are listed below.

Field	Length	Field Name
1	30	Order Number
2	8	Test
3	30	State Name

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<b>Field</b>	<b>Length</b>	<b>Field Name</b>
4	30	Region Name
5	15	Region Code
6	30	System Name
7	15	System Code
8	30	District Name
9	15	District Code
10	30	Building Name
11	15	Building Code
12	30	Class Name
13	15	Class Code
14	2	Class Grade
15	8	Date Tested
16	20	Student Last Name
17	20	Student First Name
18	20	Student Name/Middle Initial
19	40	GUID
20	11	Student ID
21	20	Secondary Student ID
22	1	Gender
23	8	Date of Birth
24	4	Age in Months
25	4	Age in Years/Months
26	14	Ethnicity String
27	1	Filler
28	1	Battery
29	2	Level
30	1	Form
31	2	Norm Year

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<b>Field</b>	<b>Length</b>	<b>Field Name</b>
32	7	Quartermonth
33	1	Semester
34	1	Home Reporting
35	21	Programs String
36	3	Other Info Field 1 Value
37	3	Other Info Field 2 Value
38	3	Other Info Field 3 Value
39	3	Other Info Field 4 Value
40	1	Filler
41	30	Office Use Subtest Exclusion
42	1	Filler
43	1	Office Use Only Z Value
44	20	Code Character String (A-T)
45	10	Filler
46	1	Test Administrator Use A Value
47	10	Filler
48	1	Test Administrator Use B Value
49	10	Filler
50	1	Test Administrator Use C Value
51	10	Filler
52	1	Test Administrator Use D Value
53	10	Filler
54	1	Test Administrator Use E Value
55	10	Filler
56	1	Test Administrator Use F Value
57	2	Test Administrator Use G Value
58	2	Test Administrator Use H Value
59	2	Test Administrator Use I Value

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<b>Field</b>	<b>Length</b>	<b>Field Name</b>
60	2	Test Administrator Use J Value
61	2	Test Administrator Use K Value
62	2	Test Administrator Use L Value
63	2	Test Administrator Use M Value
64	10	Filler
65	1	Test Administrator Use N Value
66	10	Filler
67	1	Test Administrator Use O Value
68	10	Filler
69	1	Test Administrator Use P Value
70	10	Filler
71	1	Test Administrator Use Q Value
72	10	Filler
73	1	Test Administrator Use R Value
74	10	Filler
75	1	Test Administrator Use S Value
76	40	Filler
77	60	Number Attempted (NA)
78	30	Completion Criteria (CC)
79	60	Raw Score (RS)
80	90	Universal Scale Score (USS)
81	120	Filler
82	90	Standard Age Score (SAS)
83	60	Grade Percentile Rank (GPR)
84	60	Age Percentile Rank (APR)
85	60	Filler
86	30	Grade Stanine (GS)
87	30	Age Stanine (AS)

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<b>Field</b>	<b>Length</b>	<b>Field Name</b>
88	30	Filler
89	30	SAS Valid Flags
90	30	TMO Flags
91	30	Extremely Variable Flags
92	30	Chance Flags
93	10	Ability Profile
94	90	Filler
95	120	Filler
96	60	Filler
97	120	Filler
98	120	Filler
99	90	Filler
100	60	Local Percentile Rank
101	30	Local Stanines
102	60	Filler
103	60	Filler
104	3	Filler
105	3	Filler
106	3	Filler
107	3	Filler
108	3	Filler
109	3	Filler
110	210	Raw Score Personal Standard Error
111	210	Raw Score Upper Bound
112	210	Raw Score Lower Bound
113	180	SAS Upper Bound
114	180	SAS Lower Bound
115	60	Filler

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<b>Field</b>	<b>Length</b>	<b>Field Name</b>
116	4	Filler
117	4	Filler
118	4	Filler
119	1	Filler
120	4	Filler
121	1	Filler
122	90	Filler
123	90	Filler
124	90	Filler
125	180	Filler
126	80	Filler
127	120	Filler
128	30	Filler
129	660	Item Responses
130	90	Filler
131	120	Filler
132	60	Filler
133	30	Filler
134	20	Mode of Administration
135	40	TestInstance GUID
136	120	Filler
137	120	Filler
138	120	Filler
139	120	Filler
140	3	Administration Language

## Tab 7 – Score Reporting

In this tab, offerors shall provide the following information.

- a. Provide both national and local norms as part of the ability assessment score reports.

The *Cognitive Abilities Test* offers both national (NPR) and local (LPR) norms for grade-level and age scores, which are presented on score reports based on Henrico County Public Schools' specifications for each report. Both NPR and LPR scores can be included on the Student Roster and the Profile Narrative, as well as on the Student Score Label. While we propose that Division educators access reports via *DataManager*, we will also continue to provide the printed *CogAT* Student Labels, which are printed at and shipped from our scoring center.

- b. Provide the demographic statistics of the norming group, as well as the norming dates.

*CogAT* Forms 7 and 8 report results in terms of 2017 norms, which build on the national comparison studies conducted in Fall 2010 and Spring 2011 for *CogAT*'s 2011 norms.

We conducted the 2017 normative update to provide normative interpretations that reflect changes in the test-taking population in the years following the 2010 standardization based on the latest national school demographics. To create the 2017 norms, the 2010 standardization data were first re-weighted to reflect changes in the U.S. student population since 2010 and then the grade and age norms were recalculated using a methodology similar to that used for the original norms development. The 2017 normative update is considered a demographic update in that it does not incorporate other changes to student performance into the renorming other than changes to the student demographics.

The processes used to develop the norms for *CogAT* are described in detail in the *Cognitive Abilities Test Form 7 Research and Development Guide* and the *Cognitive Abilities Test 2011/2017 Norms Comparisons with Technical Information*, included in Tab 14 – Appendices (Appendix C and Appendix N).

### *Public School Sample*

Three stratifying variables were used to classify public school districts across the nation.

1. **Geographic Region:** School buildings were identified by location within each of four geographic regions: Northeast, Midwest, South, and West.

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2. **District Enrollment:** School districts were stratified into nine enrollment categories, ranging from districts with fewer than 600 students to districts with enrollments of more than 100,000 students.
3. **Title I Status:** Schools were classified into three socioeconomic status (SES) categories based on their Title I status: Non–Title I, Non–School-wide Title I, and School-wide Title I.

For the 2010–2011 national comparison study, stratification variables for the study design were determined with data from the NCES Common Core of Data Public Elementary/Secondary School Universe Survey: School Year 2008–09 (NCES 2010–350 rev., Washington, D.C.: National Center for Education Statistics). For each combination of geographic region, district size, and Title I status, school buildings were selected at random and designated as first, second, or third choices. For the 2017 norms, we also used data from NCES to ensure the norms reflected the current school enrollment demographics.

The total number of students by grade who participated in the probability sample for the 2010–2011 national standardization of *CogAT* is shown below.

**Sample Size by Grade Level  
2010–2011 National Standardization Sample, *CogAT*, Grades K–12**

Grade	Unweighted Sample Size
K	5,868
1	5,571
2	6,714
3	6,137
4	6,117
5	6,552
6	5,608
7	5,068
8	4,602
<b>Total</b>	<b>52,237</b>
9	4,305
10	3,508
11	3,491
12	2,089
<b>Total</b>	<b>13,393</b>

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- c. Provide any technical information about the assessment, which may include information regarding sampling procedures, test reliability, and validity. This information may also include percentile tables.

As noted, *CogAT* has superior technical characteristics, which are the result of the careful and proven development process we used for Forms 7 and 8. An overview of the test's development is in Part 3 of the *CogAT Research and Development Guide*, and in the *Cognitive Abilities Test Form 8 Technical Information*, which are included in Tab 14 – Appendices (Appendix C and Appendix D). Those documents also include information about the studies and analyses the authors and Riverside Insights have conducted related to *CogAT*'s reliability and validity. The national comparison study that was used to develop the 2011 norms is described in Part 4 of the *Research and Development Guide*; the 2017 norms are described in the *CogAT 2011/2017 Norms Comparisons with Technical Information*. Norms tables are in the *CogAT Forms 7/8 2017 Norms and Score Conversion Guide*, included in Tab 14 – Appendices (Appendix I).

- d. Provide the typical turnaround time for score reporting, including any processes that must be completed by the school division prior to the creation of score reports. Include information about whether printed score reports may be ordered.

Riverside Insights proposes that HCPS continue to use the electronic score reports in *DataManager* during this new contract. When *CogAT* is administered online, individual student reports are available within 48 (usually 24) hours after the student completes the test; group reports are available within 48 hours of the last student in the group completing the online test.

We also propose to continue to provide printed *CogAT* Student Score Labels. The labels will arrive in the Division within 10 business days after all students have completed the online test and HCPS has requested that we produce the labels.

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- e. Provide sample teacher reports, student reports, reports for parents and district-level reports. All performance data provided should be described by the Offeror. For example, include descriptions of scaled scores, percentiles, and other references to student/performance strengths and weaknesses.

Please see our response to section a. in Tab 6 – Reporting for a description of the reports and scores available for *CogAT* within *DataManager*. Samples of all available reports are in the *Cognitive Abilities Test Web Reporting Score Interpretation Guide*, which is in Tab 14 – Appendices (Appendix H).

- f. Indicate what data is available for use in division-specific analysis, including how the raw data is formatted (Excel, CSV, etc.), how the data will be transmitted to HCPS and the variables included. The division must have access to the raw data from the assessment.

Through the Data Export features in the Reports Center in *DataManager*, the Division can easily export all student data after testing. The Data Export files contain the *CogAT* testing data for a test event and can be exported as .txt files in the following formats: ASCII Fixed-Width, ASCII Tab-Delimited, ASCII Comma-Delimited, ASCII Pipe-Delimited. HCPS can choose to export the data using a standard template or a custom template. The custom template lets the user select fields to include, specify the order of the fields, and rename the fields. The available fields are presented in section b. in Tab 6.

Users can easily request a data export using *DataManager's* drop-down selections, as shown in the figure below. When the Data Export file has been created and has completed running, it is available for download in the Reports Library within *DataManager's* Report Center.

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**Data Export File Selection in *DataManager***

Create a Report	Saved Criteria	Report Library
<b>Report Criteria for Riverside Report Demo</b>		
ASSESSMENT	CogAT Assessments	<input type="checkbox"/>
TEST ADMIN DATE	09/27/2018 - Iowa CogAT 09/27/2018	<input type="checkbox"/>
REPORT TYPE	Data Export	<input type="checkbox"/>
GRADE	3 selected	<input type="checkbox"/>
EXPORT TEMPLATE	Standard	<input type="checkbox"/>
EXPORT FORMAT	<input type="checkbox"/> ASCII Fixed-Width (.txt file) <input checked="" type="checkbox"/> ASCII Fixed-Width (.txt file) <input type="checkbox"/> ASCII Tab-Delimited (.txt file) <input type="checkbox"/> ASCII Comma-Delimited (.txt file) <input type="checkbox"/> ASCII Pipe-Delimited (.txt file)	<input type="checkbox"/>
DISTRICT		
<input type="button" value="Reset Criteria"/>		

g. Provide an outline of the assessment structure including testing categories and subcategories where scores are provided.

The number of items in each *CogAT* battery and subtest for Forms 7 and 8 are presented in the following tables. Scores are reported for each battery and for the composite test.

**CogAT Tests and Number of Items by Battery (Levels 5/6–8)**

Battery	Number of Items
<b>Level 5/6 (Grade K)</b>	
<b>Verbal Battery</b>	
Picture Analogies	14
Sentence Completion	14
Picture Classification	14
<b>Quantitative Battery</b>	
Number Analogies	14
Number Puzzles	10
Number Series	14

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Battery	Number of Items
<b>Nonverbal Battery</b>	
Figure Matrices	14
Paper Folding	10
Figure Classification	14
<b>Total</b>	<b>118</b>
<b>Level 7 (Grade 1)</b>	
<b>Verbal Battery</b>	
Picture Analogies	16
Sentence Completion	16
Picture Classification	16
<b>Quantitative Battery</b>	
Number Analogies	16
Number Puzzles	12
Number Series	16
<b>Nonverbal Battery</b>	
Figure Matrices	16
Paper Folding	12
Figure Classification	16
<b>Total</b>	<b>136</b>
<b>Level 8 (Grade 2)</b>	
<b>Verbal Battery</b>	
Picture Analogies	18
Sentence Completion	18
Picture Classification	18
<b>Quantitative Battery</b>	
Number Analogies	18
Number Puzzles	14
Number Series	18

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Battery	Number of Items
<b>Nonverbal Battery</b>	
Figure Matrices	18
Paper Folding	16
Figure Classification	18
<b>Total</b>	<b>156</b>

**CogAT Tests and Number of Items by Battery (Levels 9–17/18)**

Battery	Number of Items	
	Level 9	Levels 10–17/18
<b>Verbal Battery</b>		
Verbal Analogies	22	24
Sentence Completion	20	20
Verbal Classification	20	20
<b>Quantitative Battery</b>		
Number Analogies	18	18
Number Puzzles	16	16
Number Series	18	18
<b>Nonverbal Battery</b>		
Figure Matrices	20	22
Paper Folding	16	16
Figure Classification	20	22
<b>Total</b>	<b>170</b>	<b>176</b>

Partial composite scores, which are listed below, can also be presented on some reports:

- Verbal-quantitative (VQ)
- Verbal-nonverbal (VN)
- Quantitative-nonverbal (QN)

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h. Indicate if score reports are available in multiple languages.

The Student Profile Narrative is available in both English and Spanish. Teachers can select the language in which the report is provided. All copies can be provided in English, all in Spanish, or the language used in the report can be determined by coding in the system, as shown in the figure below.

### Selecting Language for the Student Profile Narrative in *DataManager*

Report Criteria for Riverside Report Demo

ASSESSMENT	CogAT Assessments	✓
TEST ADMIN DATE	09/27/2018 - Iowa CogAT 09/27/2018	✓
REPORT TYPE	Student Profile Narrative (Scoring Service Print Style)	✓
GRADE	1 selected	✓
DISPLAY OPTIONS	Bar Graph	✓
SCORE(S)	1 selected	✓
ABILITY PROFILE	Yes	✓
HOME REPORTING	As Coded - English for students coded 1; Spanish for students coded 2	✓
DISTRICT	All English All Spanish	
BUILDING	✓ As Coded - English for students coded 1; Spanish for students coded 2	
CLASS	1 selected	✓
REPORT GROUPING	Class	✓

An excerpt from a sample Spanish-language Student Profile Narrative is shown on the following page.

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**Sample Profile Narrative Profile – Spanish Version (Excerpt)**

<h1 style="font-size: 2em; margin: 0;">CogAT®</h1>	<b>RESULTADOS DE JACOB GALINDO</b> <i>Cognitive Abilities Test™ (CogAT®)</i>	Class: SCHROEDER CHRIS Building: CATHEDRAL ST JOHN District: Iowa CogAT District Region: Riverside Report Demo State: RD																																															
		Descripción general																																															
<p>Jacob recientemente tomó la prueba Cognitive Abilities Test (C inglés). La CogAT mide el desarrollo de habilidades verbales, n razonamiento espacial que son esenciales para tener éxito en l con diferentes patrones de puntuaciones en la CogAT tienen di aprendizaje. Al conocer las preferencias de aprendizaje de Jaco ayudarle a obtener mayor éxito en la escuela.</p>																																																	
	Puntuaciones por edad	Gráfica del rango percentil por edad																																															
Baterías	Stanine por edad	Rango percentil por edad																																															
Verbal	40	1 25 50 75 99																																															
Cuantitativa	11	[Bar chart showing range from 1 to 25]																																															
No Verbal	45	[Bar chart showing range from 25 to 50]																																															
Compuesta (VCN)	31	[Bar chart showing range from 1 to 25]																																															
<table border="1" style="width: 100%; border-collapse: collapse; font-size: 0.8em;"> <thead> <tr> <th rowspan="2">Baterías</th> <th colspan="3">Puntuaciones en bruto</th> <th colspan="2">Puntuaciones por grado</th> <th colspan="2">Puntuaciones locales</th> </tr> <tr> <th>Número de preguntas</th> <th>Preguntas contestadas</th> <th>Preguntas correctas</th> <th>Stanine por grado</th> <th>Rango percentil por grado</th> <th></th> <th></th> </tr> </thead> <tbody> <tr> <td>Verbal</td> <td style="text-align: center;">54</td> <td style="text-align: center;">54</td> <td style="text-align: center;">33</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Cuantitativa</td> <td style="text-align: center;">50</td> <td style="text-align: center;">50</td> <td style="text-align: center;">12</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>No Verbal</td> <td style="text-align: center;">52</td> <td style="text-align: center;">52</td> <td style="text-align: center;">31</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Compuesta (VCN)</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>			Baterías	Puntuaciones en bruto			Puntuaciones por grado		Puntuaciones locales		Número de preguntas	Preguntas contestadas	Preguntas correctas	Stanine por grado	Rango percentil por grado			Verbal	54	54	33					Cuantitativa	50	50	12					No Verbal	52	52	31					Compuesta (VCN)							
Baterías	Puntuaciones en bruto			Puntuaciones por grado		Puntuaciones locales																																											
	Número de preguntas	Preguntas contestadas	Preguntas correctas	Stanine por grado	Rango percentil por grado																																												
Verbal	54	54	33																																														
Cuantitativa	50	50	12																																														
No Verbal	52	52	31																																														
Compuesta (VCN)																																																	
Notas:																																																	
<p>El desempeño global de Jacob está en el rango promedio y su Cuantitativa es más baja que las puntuaciones en las otras bat relativa en razonamiento cuantitativo (matemático). Siempre qu debilidad cognitiva relativa, las metas para la enseñanza en el</p> <ul style="list-style-type: none"> <li>- emplear las áreas relativamente más fuertes del estudiante del área más débil.</li> <li>- modificar la enseñanza individual para que, con el fin de ap obligado a depender de una habilidad muy débil.</li> </ul> <p>Ayude al estudiante a usar las habilidades de razonamiento ve desarrolladas para resolver problemas matemáticos. Por ejemp de hablar acerca de conceptos matemáticos en lugar de resolvi de ejercicios en la computadora. Recurre a sus habilidades d</p>																																																	

## Tab 9 – Technical Administration, Privacy and Security

In this tab, offerors shall provide the following information.

a. Offerors shall outline the technical needs and/or requirements:

- 1) of the software/program if offering a digital program;
- 2) for generating reports; and
- 3) for the communication protocol between HCPS and the Successful Offeror.

*DataManager* is a web-based, vendor-hosted system. No software must be installed or maintained at the school or Division. As described in Tab 5 – Service Approach/Implementation of Services, the *Cognitive Abilities Test* can be taken online using PCs, Macs, an iPad, or a Chromebook. System requirements for devices used by students for online testing are shown in the table below.

Operating System/Device	Web Browser	Software	Screen Resolution
Windows® 10	<ul style="list-style-type: none"> <li>• Microsoft® Edge</li> <li>• JavaScript must be enabled</li> </ul>	Windows Secure Browser	Minimum: 1024 X 768
Windows 8	<ul style="list-style-type: none"> <li>• Current version of Chrome</li> </ul>		
Macintosh® OS X 10.13 or higher	<ul style="list-style-type: none"> <li>• Safari 11, 12 or 13</li> <li>• JavaScript must be enabled.</li> </ul>	Mac Secure Browser	
iPad Air 2 or newer*	<ul style="list-style-type: none"> <li>• iOS 12 and up</li> </ul>	DATAMANAGER student testing app (App store download)	
Chromebook	<ul style="list-style-type: none"> <li>• Chrome OS (current version)</li> </ul>	DATAMANAGER student testing app (Chrome web store downloaded)	1366 X 768

\* iPad Pro and Mini models are not supported.

In addition, for optimal performance during online testing:

- ✦ **RAM:** 4 GM RAM or more is recommended for optimal performance
- ✦ Turn off automatic updates during the testing window
- ✦ **Recommended bandwidth** is (300 kbps/online test)

**Note:** Browsers not in compliance with TLS 1.2 or higher will be unable to access the *DataManager* and student online testing sites.

Educators manage test administrations and access reports in *DataManager*. Requirements for educator devices are listed below.

Operating System/Device	Web Browser	Software	Screen Resolution
Windows® 10	<ul style="list-style-type: none"> <li>✦ Microsoft® Edge</li> <li>✦ JavaScript must be enabled</li> </ul>	Windows Secure Browser	Minimum: 1024 X 768
Windows 8	<ul style="list-style-type: none"> <li>✦ Current version of Chrome</li> </ul>		
Macintosh® OS X 10.13 or higher	<ul style="list-style-type: none"> <li>✦ Safari 11, 12 or 13</li> <li>✦ JavaScript must be enabled.</li> </ul>	Mac Secure Browser	

In addition, for optimal performance for accessing reports:

- ✦ **RAM:** 4 GM RAM or more is recommended for optimal performance
- ✦ **Internet/Network:** High-speed Internet connection is recommended.

**Note:** Browsers not in compliance with TLS 1.2 or higher will be unable to access *DataManager*.

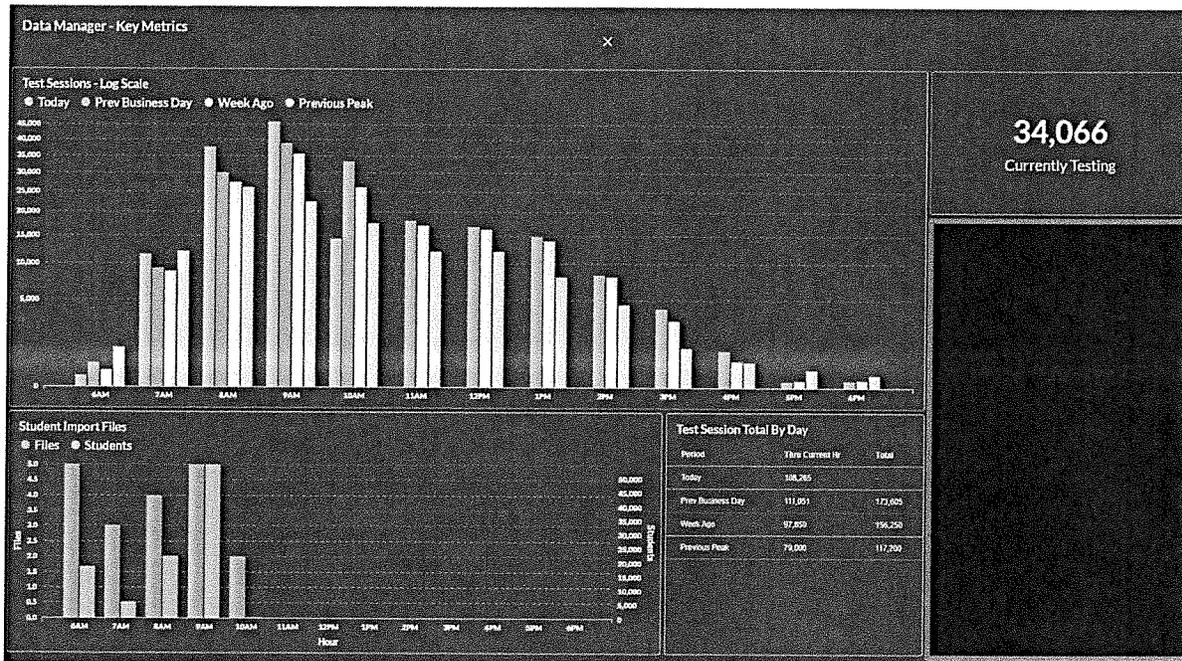
*DataManager* is configured so that all logins are made using the TLS (Transport Layer Security) SHA256 bit encryption standard communications. Educators need a logon and password. Our systems are configured so that teachers can access only their assigned students' data and administrators can access data pertaining to their schools. Students log in with either their name and birth information or with their student ID.

As described in Tab 5, each building provides student and staff user files for rostering users in the system, according to the template we provide. A Division-level administrative resource consolidates and maintains these files across schools. HCPS posts the required roster files to an SFTP site, where Riverside Insights' staff retrieves it and uploads the data into *DataManager*. All traffic to and from *DataManager* is carried on secure VLANs, passing through a firewall to access other cloud VLANs or physical networks.

b. Offeror(s) must provide comprehensive documentation to evidence the ability to accommodate concurrent users based on data collected from a similar environment.

Load testing results have confirmed that *DataManager* supports up to 50,000 simultaneous test takers. We are providing documentation of the system's capacity through two figures. The first figure shows actual usage, which reached levels close to 35,000 concurrent users with no issues.

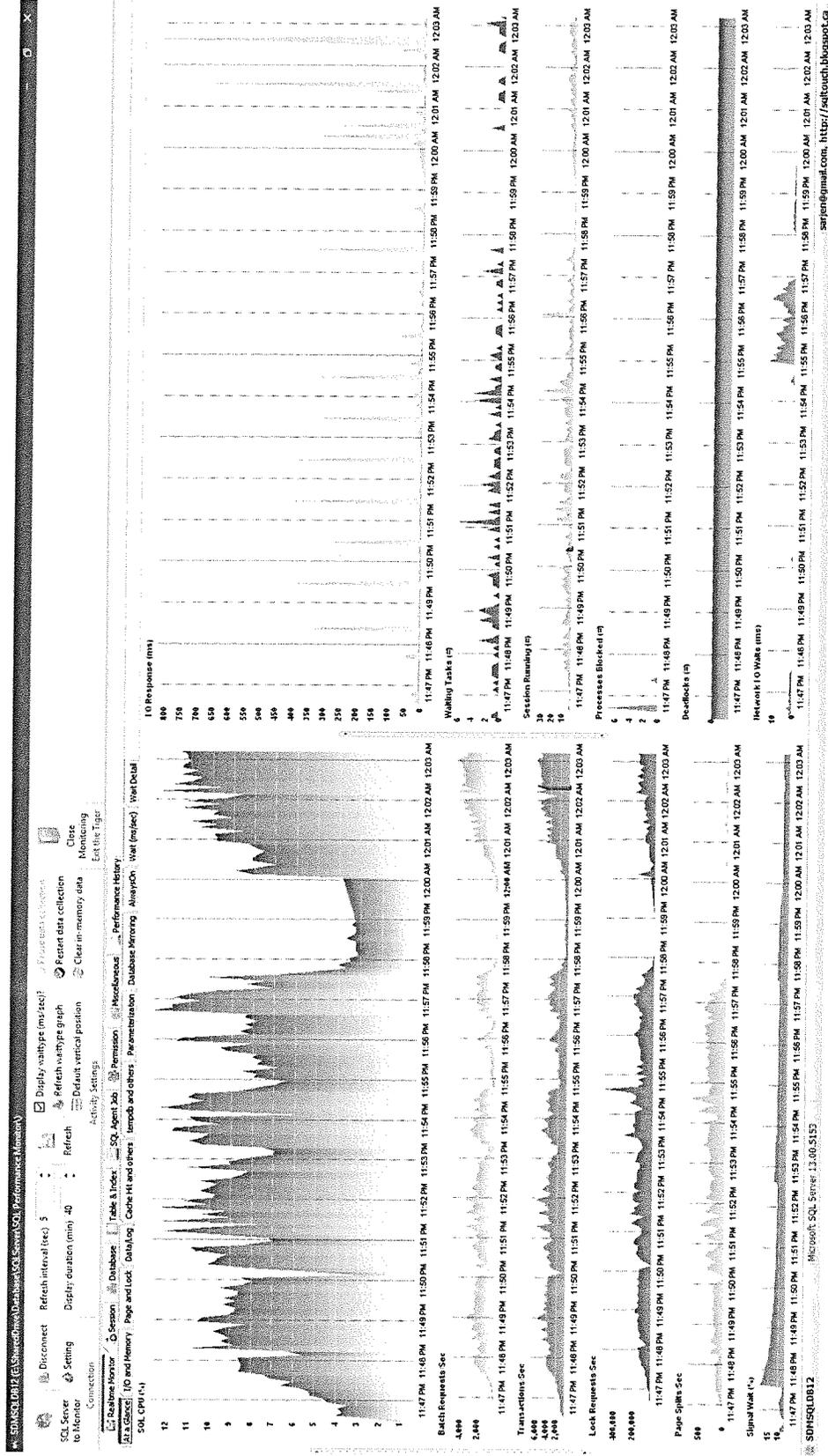
### Graphs of Daily *DataManager* Usage Levels



The second figure (on the next page) is from a load test of 50,000 concurrent testers. This figure shows the load from the database perspective, which is not close to being at its maximum at that load.

Henrico County Public Schools  
 Ability Assessment Program  
 Service Approach / Implementation of Services

Results of Load Test in DataManager of 50,000 Users



- c. Offerors shall provide a comprehensive privacy and security statement to HCPS, or agree to adhere to the school division's data-sharing agreement, attesting to obligations to maintain the privacy and security of all data and shall not lease, share, rent, sell, or barter personal information to anyone at any time.

All education records and all information concerning student names, performance information, test results, test results analyses, and all other student or school-identifying information and personal data belong to the Division. Riverside Insights may use data from our published assessments for research purposes involving the use of individual and summary institutional assessment data. In all cases, we will maintain the confidentiality of data we receive for research purposes. We do not publish reports of research containing identifiable information about individual students or institutions without express written permission. Generally, research data are grouped so that results do not pertain to a single institution; if they do, we preserve the anonymity of the institution. At no time in our research is individual examinee personally identifiable information shared or disseminated.

Riverside keeps customer information confidential, and customer information will not be disclosed in any manner, in whole or part, by Riverside or by our officers, directors, partners, employees, affiliates, agents, subcontractors, or representatives unless specifically provided for by written consent and approval.

Riverside and our vendors take all reasonable precautions to protect information and data, both physically and online. We use the latest solutions to defend our servers and protect our customers' data accordingly to meet regulatory compliance.

Our secured servers are hosted with our partnered vendor located in a secure, undisclosed location. Our partnered vendor's data centers meet the highest security standards in the industry for data integrity and related processes. This includes physical access to the data center and other sensitive areas; logical authentication and access to networks, programs, and data; monitoring to proactively identify and fix system vulnerabilities; and systems implementation to ensure infrastructure changes are accurate and logged. In addition, our partnered vendor's (Amazon Web Services) SSAE-16-certified US data centers meet the highest security standards for cloud-enabled data and application integrity.

Physical access to our secure servers is limited to approved personnel only. Data centers are monitored from two global network operations centers. Physical access to datacenter facilities is

restricted. Entering the building that houses the data center requires mandatory visitor registration, visitor escorts, employee badge access, and biometric palm scanner authentication. In addition, video surveillance is monitored 24 hours a day, seven days a week.

### *Physical Security and Cloud Computing Environmental Safeguards*

Amazon Web Services has sophisticated monitoring devices in each facility: early-warning fire detection, smoke and temperature detectors, and 24/7 digital video surveillance. Full data-grade HVAC systems are in place to regulate air temperature and humidity. Security also extends to management. Role-based access control ensures that each user has only the permissions required for their role. Permissions can also be set on objects or groups managed by our partnered vendor. All activity is logged for auditing purposes.

### *Equipment Repairs*

Equipment repairs are done on site at the hosting facility. If hardware needs to be sent back to the manufacturer, we migrate clients' data onto a new server and wipe all data and operating systems off of the server before sending out for repair or replacement.

### *Operating System and Software Updates*

Riverside Insights recognizes that the data in our system is of immense value to customers. To ensure that our customers' data is safe not only during day-to-day operations, but also during releases of updates to the application, we ensure that all procedures meet the highest standards of quality.

We regularly patch our software to ensure our operating systems and any other software running on our servers contain the latest security patches.

### *Permissions and Privileges*

Only personnel with the appropriate authority have controlled access to the testing application and data file servers. This is enforced through the use of permissions, passwords, and unique IDs.

We work with education agencies that use our systems to ensure that the appropriate level of access for an individual role is configured—e.g., teachers can see only their assigned student data. Administrators at a school level can access only data pertaining to their school, etc.

Only Riverside Insights employees who need the information to perform a specific job are granted access to personally-identifying information and data.

### *Monitoring and Anti-Virus*

We use Lumension Endpoint Management and Security Suite software to monitor and protect our servers. This software expands our operation visibility with delivery of a more effective IT security standard on all Riverside Insights servers that protects our systems by:

- Ensuring complete protection against all known malware, including viruses, trojans, rootkits, spyware, and adware.
- Providing additional layers of defense against zero-day malware through sandboxing and exploit detection technology.
- Providing granular settings to ensure endpoint performance and user productivity is not impacted by AV scans.
- Delivering a scalable and efficient defense against well-known and fast-spreading malware.
- Providing application role level security.

### *Network-Intrusion Detection and Prevention*

All traffic is carried on secure VLANs, passing through a firewall to access other cloud VLANs or physical networks. Our partnered vendor's advanced firewall technology also provides intelligent threat defense with identity-based access control and denial-of-service-attack protection.

### *Firewall Services and Two-Factor Authentication*

A shared firewall ensures segregation of VLAN traffic terminating on the same physical segment. A virtualized firewall gives our customers their own individual security contexts on an enterprise firewall appliance, and each cloud customer has his/her own dedicated firewall appliance.

### *File Integrity Services*

Our partnered vendor uses Trip Wire's file-integrity services to assess integrity on customer virtual machines. File integrity services monitor both file and configuration integrity—looking at raw file contents, permissions, registry settings, and security settings.

### *Data Integrity and Data Redundancy*

Our partnered vendor maintains back-up data both on- and off-site to accommodate rapid recovery of recent data, as well as long-term off-site storage. They store tapes in a secure location within each data center and follow airtight security procedures for sending tapes to secure offsite locations transported via armored truck.

Customer data stored in the database is clustered, so if one cluster is unavailable, data will be pulled from another.

### *Backup and Recovery Process*

All servers and databases are backed up on a regular basis, including full database backups each Sunday and differential backups several times daily. In addition, a full monthly backup, including the database and operating system, is performed at the end of each month. That backup is then stored at an offsite secure location in a fireproof vault. All monthly tape backups are held off premises for 13 months in a secure, environmentally-controlled facility.

Our recovery process for client data uses standard data extraction and import utilities. Most often, database archives can be simply restored using the standard SQL import facility, where the file created by the daily backup re-creates all the tables and relations between them and then inserts the data. As part of the normal development and testing process, the daily backup file is routinely copied and imported. This enables Riverside Insights to ensure the integrity of production backups and the backup process.

### *Uptime*

Riverside Insights provides consistent access to *DataManager*; however, the platform does undergo occasional routine maintenance. HCPS will be notified in advance of any scheduled system downtime outside the maintenance window that impacts its use of the system.

## Tab 10 – Pricing/Cost Proposal

In this tab, offerors shall provide a completed Price Proposal similar to the format provided in Attachment F. The price shall include all costs associated with providing the service outlined in the Scope of Services of this RFP. List all categories separately, itemized for evaluation such as project man-hours, hourly rates and reimbursable expenses, if applicable. Include a statement the Successful Offeror will provide all services outlined in their proposal. Offerors are required to utilize a pricing schedule format and include ALL proposed costs associated with this project. Total Proposed cost shall represent a Turnkey delivery of the product and service being offered. Define and include any costs not clearly listed below:

- a. total cost of Ability Assessment Software System (if applicable) to include data migration, technical support, implementation and any other fees associated with providing the services require;
- b. per pupil cost to add or subtract the total number of students from the ability assessment program;
- c. training Costs;
- d. consumables (if applicable);
- e. list any other proposed cost that may be associated with this project. Indicate if it is an annual cost or a one-time cost; and
- f. for evaluation purposes, the total cost of year 1 (includes implementation, setup, data migration, technical support, training etc.) of the Ability Assessment Software System.

Riverside Insights is pleased to present our proposed pricing to Henrico County Public Schools. As requested, we are using the Price Proposal form from Attachment F of the Request for Proposal to detail our pricing.

As we are the incumbent contractor and are offering continued use of the *Cognitive Abilities Test* through our *DataManager* testing and scoring application, there are a number of implementation tasks that might otherwise take place in year 1 of the contract which will be unnecessary, including evaluation of technical readiness, system setup, data integration, and user acceptance testing. Additionally, since most HCPS second grade teachers as well as Division and school administrators and support staff members have already received training in the administration and use of *CogAT* and accessing and using the score reports through *DataManager*, basic training would be required only as a refresher for current educators and as initial training for teachers new to HCPS or this program. Therefore, we are recommending the Riverside Training Academy (RTA) to cover the Division's training needs. Should HCPS' training

*Henrico County Public Schools  
Ability Assessment Program  
Pricing/Cost Proposal*

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needs exceed what RTA can provide, we would be happy to work with the Division to develop a customized plan at a price to be determined based on the scope of the agreed-upon training program. The cost for such training sessions would be priced at \$3,500.00/day for onsite delivery and \$250.00/session for webinars.

As noted in our proposal, we are responding with the *Cognitive Abilities Test* Forms 7 and 8. Prices for each form are listed in the Detailed Price Schedule segment; however, please note that the cost to HCPS in a given year would likely be for one form or the other—*not both*—based on past program utilization. Pricing for our Riverside Training Academy is also included in this segment.

*CogAT* will be primarily be administered online; however, print materials are also available for paper-and-pencil testing. As such, we are providing pricing information for each scenario in the respective segments (i.e., Online Training Cost and Paper/Pencil Testing) of the Price Proposal.

In the Online Testing Cost segment, for the purposes of estimating our pricing for each year, we have used the total number of students assessed in 2019–2020 as presented in the RFP. This number includes all students in Grade 2—an estimated 3,800 pupils—and another 530 in Grades K–5. Testing is available at other grade levels as well and per-student prices are provided, but the pricing for additional grade levels is not part of the total.

The Grand Total years 1–5 in the Online Testing Cost segment is an estimate only. The final total price will be based on the actual number of testing licenses provided plus any training/professional development sessions outside of the Riverside Training Academy that may be conducted.

There will be no change in the per-student testing license pricing during year 1 and year 2 of the contract. Per-student testing license pricing in years 3, 4, and 5 will increase annually by an amount that is within the 3% limit specified in the RFP; the same would be true if the year 6 and 7 options were exercised.

For the Paper/Pencil Testing segment, we have provided order forms indicating the unit prices for print materials and associated scoring and reporting options. As noted, the total price for this option will be based on the quantities of materials ordered, student tests scored and method of

*Henrico County Public Schools  
Ability Assessment Program  
Pricing/Cost Proposal*

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scoring, and paper reports purchased. Shipping and handling of the print materials would be at approximately 10% of the materials price.

As with Online Testing, there will be no change in the unit pricing listed on the order forms during year 1 and year 2 of the contract. Unit pricing in years 3, 4, and 5 would increase annually by an amount that is within the 3% limit specified in the RFP; the same would be true if the year 6 and 7 options were exercised.

Riverside Insights would be happy to discuss Henrico County Public Schools' specifications for this program and to work with the Division to refine our offering as appropriate to ensure the best solution to meet HCPS' specific educational and budgetary goals and needs.

**ATTACHMENT F**  
**RFP #20-2076-11EMF**  
**PRICE PROPOSAL**

**Pricing Schedule:** Provide detailed pricing for all costs associated with providing the services outlined in the Scope of Services, Section II of this RFP. List all categories separately, itemized for evaluation such as projected man-hours, hourly rates and reimbursable expenses, if applicable. Offerors are required to utilize a pricing schedule format similar to the format below and include all costs associated with this project. Total proposed cost shall represent a turnkey process and price. Define and include any costs not clearly listed below. For evaluation purposes, the total cost of year 1 (includes implementation, setup, data migration, technical support, training etc.) of the Ability Assessment Software System.

**A. Detailed Price Schedule**

Grade	Title Number	ISBN	Description	Catalog Price	Discount	Contract Price/Per Student	Quantity	Extended Price
All	2000018	N/A	CogAT Form 7 –	\$14.50	\$2.25	\$12.25	4,330	\$53,042.50
			Online Levels 5/6-17/18					OR
All	2000021	N/A	CogAT Form 8 –	\$14.50	\$2.25	\$12.25	4,330	\$53,042.50
			Online Levels 5/6-17/18					
	2000570	N/A	DataManager	\$500.00	\$0.00	\$500.00	1	\$500.00
			Riverside Training Academy: Premium, Beyond Year One					

**B. Online Testing Cost (list all cost associated with year 1 and then any recurring cost for years 2-5)**

2021-22 Year 1	2022-23 Year 2	2023-24 Year 3	2024-25 Year 4	2025-26 Year 5
Per Student Testing License				
\$12.25	\$12.25	\$12.50	\$12.75	\$13.00
<b>Total Year 1</b>	<b>Total year 2</b>	<b>Total year 3</b>	<b>Total year 4</b>	<b>Total year 5</b>
\$53,542.50	\$53,042.50	\$54,125.00	\$55,207.50	\$56,290.00
<b>Grand Total years 1-5: \$ 272,207.50</b>				

**C. Paper/Pencil Testing**

2021-22 Year 1	2022-23 Year 2	2023-24 Year 3	2024-25 Year 4	2025-26 Year 5
See attached order forms/price list for paper/pencil testing for CogAT 7 and CogAT 8. Total price will be based on quantities of materials ordered, student tests scored and method of scoring, and paper reports purchased.				

2020–2021 School Year

**Cognitive Abilities Test™ (CogAT®) Form 7 Order Form**



**Please note:**

Effective July 1, 2019, Riverside Insights began collecting payments directly, as it is no longer affiliated with HMH. Therefore, please enclose a check, money order, or valid purchase order **payable to “Riverside Insights”** with all orders.

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## 2020–2021 School Year Cognitive Abilities Test (CogAT) Form 7 Order Form, Continued

Item and Packaging	Code Number	Quantity	Catalog Price	Total Price
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**Test Materials** CogAT age norms begin at 4 years, 11 months**Machine-Scorable Test Booklets**

Pkg. 5, includes materials needed for machine scoring and Directions for Administration

CogAT Form 7, Level 5/6	1473573	_____	\$41.00	_____
CogAT Form 7, Level 7	1473575	_____	\$41.00	_____
CogAT Form 7, Level 8	1473577	_____	\$41.00	_____
CogAT Form 7, Level 9	1548261	_____	\$41.00	_____

Pkg. 25, includes materials needed for machine scoring and Directions for Administration

CogAT Form 7, Level 5/6	1473574	_____	\$184.50	_____
CogAT Form 7, Level 7	1473576	_____	\$184.50	_____
CogAT Form 7, Level 8	1473578	_____	\$184.50	_____
CogAT Form 7, Level 9	1548262	_____	\$184.50	_____

**Reusable Test Booklets with Answer Documents**

Pkg. 5, includes Test Booklets, Answer Documents, and one copy of Directions for Administration

CogAT Form 7, Level 9	2000436	_____	\$46.50	_____
CogAT Form 7, Level 10	2000437	_____	\$46.50	_____
CogAT Form 7, Level 11	2000438	_____	\$46.50	_____
CogAT Form 7, Level 12	2000439	_____	\$46.50	_____
CogAT Form 7, Level 13/14	2000440	_____	\$46.50	_____
CogAT Form 7, Level 15/16	2000441	_____	\$46.50	_____
CogAT Form 7, Level 17/18	2000442	_____	\$46.50	_____

Pkg. 25, includes Test Booklets, Answer Documents, and one copy of Directions for Administration

CogAT Form 7, Level 9	2000443	_____	\$214.50	_____
CogAT Form 7, Level 10	2000444	_____	\$214.50	_____
CogAT Form 7, Level 11	2000445	_____	\$214.50	_____
CogAT Form 7, Level 12	2000446	_____	\$214.50	_____
CogAT Form 7, Level 13/14	2000447	_____	\$214.50	_____
CogAT Form 7, Level 15/16	2000448	_____	\$214.50	_____
CogAT Form 7, Level 17/18	2000449	_____	\$214.50	_____

**Directions for Administration**

Directions for Administration are also available for download from DataManager under the "Admin" tab.

Single copy

CogAT Form 7, Level 5/6	1482727	_____	\$27.75	_____
CogAT Form 7, Level 7	1482732	_____	\$27.75	_____
CogAT Form 7, Level 8	1482731	_____	\$27.75	_____
CogAT Form 7/8, Level 9 - Machine-Scorable	1713688	_____	\$27.75	_____
CogAT Form 7/8, Level 9 - Reusable	1713687	_____	\$27.75	_____
CogAT Form 7/8, Levels 10–17/18	1713689	_____	\$27.75	_____
CogAT Form 7, Level 5/6 - Spanish Edition	1482738	_____	\$27.75	_____
CogAT Form 7, Level 7 - Spanish Edition	1482740	_____	\$27.75	_____
CogAT Form 7, Level 8 - Spanish Edition	1482741	_____	\$27.75	_____
CogAT Form 7, Level 9 - Spanish Edition	1482742	_____	\$27.75	_____
CogAT Form 7, Levels 10–17/18 - Spanish Edition	1482743	_____	\$27.75	_____

Subtotal for this page \_\_\_\_\_

Prices are valid until June 30, 2021 and are subject to change without notice.

Continued, next page

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## 2020–2021 School Year Cognitive Abilities Test (CogAT) Form 7 Order Form, Continued

Item and Packaging	Code Number	Quantity	Catalog Price	Total Price
<b>Large-Print Edition</b>				
Single copy				
CogAT Form 7, Level 5/6	1482802	_____	\$88.60	_____
CogAT Form 7, Level 7	1482803	_____	\$88.60	_____
CogAT Form 7, Level 8	1482804	_____	\$88.60	_____
CogAT Form 7, Level 9	1482805	_____	\$88.60	_____
CogAT Form 7, Level 10	1482806	_____	\$88.60	_____
CogAT Form 7, Level 11	1482807	_____	\$88.60	_____
CogAT Form 7, Level 12	1482808	_____	\$88.60	_____
CogAT Form 7, Level 13/14	1482809	_____	\$88.60	_____
CogAT Form 7, Level 15/16	1482810	_____	\$88.60	_____
CogAT Form 7, Level 17/18	1482811	_____	\$88.60	_____

**Answer Documents****Answer Sheets**

**Note:** CogAT answer sheets are specific to Form.

Pkg. 25, includes materials needed for machine scoring

CogAT Form 7, Level 9	2000450	_____	\$50.00	_____
CogAT Form 7, Levels 10–17/18	2000451	_____	\$50.00	_____

**Combined Answer Folders**

Iowa Assessments™ Forms EFG, Complete or Core Battery, and the Cognitive Abilities Test Form 7 & 8.

**Note:** Combined answer folders are level specific for both Iowa Assessments and CogAT. For off-level testing, use separate CogAT answer documents.

Pkg. 25, includes materials needed for machine scoring

Forms EFG, Level 9 with Word Analysis and Listening/CogAT, Level 9	2000500	_____	\$50.00	_____
Forms EFG, Level 9 with CogAT, Level 9	2000501	_____	\$50.00	_____
Forms EFG, Level 10 with CogAT, Level 10	2000502	_____	\$50.00	_____
Forms EFG, Level 11 with CogAT, Level 11	2000503	_____	\$50.00	_____
Forms EFG, Level 12 with CogAT, Level 12	2000504	_____	\$50.00	_____
Forms EFG, Level 13 with CogAT, Level 13/14	2000505	_____	\$50.00	_____
Forms EFG, Level 14 with CogAT, Level 13/14	2000506	_____	\$50.00	_____
Forms EF, Level 15 with CogAT, Level 15/16	2000507	_____	\$50.00	_____
Forms EF, Level 16 with CogAT, Level 15/16	2000508	_____	\$50.00	_____
Forms EF, Level 17/18 with CogAT, Level 17/18	2000509	_____	\$50.00	_____

Subtotal for this page \_\_\_\_\_

Continued, next page

Prices are valid until June 30, 2021 and are subject to change without notice.

## 2020–2021 School Year Cognitive Abilities Test (CogAT) Form 7 Order Form, Continued

Item and Packaging	Code Number	Quantity	Catalog Price	Total Price
<b>Scoring and Reporting Materials</b>				
<b>Scoring Key</b> (Single copy)				
CogAT Form 7, Levels 5/6–8	1485871	_____	\$21.85	_____
CogAT Form 7, Levels 9–17/18	1548260	_____	\$40.25	_____
<b>Norms and Score Conversions Guide</b> (Single copy)				
CogAT Forms 7 & 8, 2017 Norms, Includes levels 5/6–17/18	1721840	_____	\$99.00	_____
CogAT Form 7, 2011 Norms, Includes levels 5/6–17/18	1525393	_____	\$99.00	_____
<b>Post-Test and Support Materials</b>				
<b>Score Interpretation Guide</b> (Single copy)				
CogAT Form 7, Includes levels 5/6–17/18	1482824	_____	\$40.25	_____
<b>Research and Development Guide</b> (Single copy)				
CogAT Form 7, Includes levels 5/6–17/18	1482823	_____	\$113.25	_____
<b>DataManager Access for Hand-Scoring Customers**</b>				
(Price listed is for one building/site only. Please order one DataManager Ancillary Access License for each site, as needed.)				
Hand-Scoring DataManager Ancillary Access - Initial	1497434	_____	\$125.00	_____
Hand-Scoring DataManager Ancillary Access - Renewal	1497435	_____	\$50.00	_____

\*\*Must order Scoring Keys separately. See above for codes and prices.

**TRAINING:**

To explore training options for this assessment, please consult the separate K–12 Training order form or contact your local Assessment Consultant or Riverside Customer Service.

**How to Place Your Order:**

Via our online PO portal: <https://riversideinsights.info/order>  
Via phone: 800.323.9540

Via mail: Customer Service  
Riverside Insights  
One Pierce Place, Suite 900W  
Itasca, IL 60143

Inquiries may be directed to: [inquiry@riversideinsights.com](mailto:inquiry@riversideinsights.com)  
For more information, please visit: [riversideinsights.com](http://riversideinsights.com)

**Note:** To ensure adequate processing time when submitting an expedited RUSH order, please phone in your order to 800.323.9540.

Product Order Subtotal	_____
State Sales Tax	_____
Shipping Service Fee*	_____
Order Total	_____

\*A shipping service fee is prepaid and added to the invoice.  
Estimate 10% (\$10.00 minimum) for ground shipping;  
15% (\$10.00 minimum) for Second Day Air;  
17% (\$20.00 minimum) for Next Day Air shipping;  
and 25% for international shipments.

Prices are valid until June 30, 2021 and are subject to change without notice. All orders will be filled at prices in effect upon receipt of your order. To obtain the most up to date pricing, please call Riverside Insights at 800.323.9540 or visit us online at [www.riversideinsights.com](http://www.riversideinsights.com).

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2020–2021 School Year  
**Cognitive Abilities Test™ (CogAT®) Form 8 Order Form**



**Please note:**

Effective July 1, 2019, Riverside Insights began collecting payments directly, as it is no longer affiliated with HMH. Therefore, please enclose a check, money order, or valid purchase order **payable to “Riverside Insights”** with all orders.

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2020–2021 School Year Cognitive Abilities Test™ (CogAT®) Form 8 Order Form Date \_\_\_\_/\_\_\_\_/\_\_\_\_

**Payment Information**

NOTE: Riverside Insights™ is the new name of our independent company, which is no longer part of HMH.

Please enclose a check, money order, or valid purchase order payable to "Riverside Insights" with all orders.

- Purchase Order enclosed. Number \_\_\_\_\_
- Check enclosed. Number \_\_\_\_\_
- Money Order enclosed.

**IMPORTANT NOTE FOR CREDIT CARD USERS:** For your security, we can only accept credit card orders by phone at 800.323.9540. Customers wishing to remit payment by credit card will be contacted by Customer Service once their order has been processed.

Exempt from state sales tax. (Please attach copy of certificate)  
 Cert. no. \_\_\_\_\_

Cert. Expiration Date \_\_\_\_\_

NOTE: Orders from first time purchasers require a completed Test Purchaser Qualification Form.

Professional Credentials—Choose One:  
 Test Purchaser Qualification Form attached  
 Test Purchaser Qualification Form on file at Riverside Insights

**Charge to: (See note above) Ship to: (if different from billing address)**

Name \_\_\_\_\_  
 Position \_\_\_\_\_  
 Organization \_\_\_\_\_  
 Billing Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
 Email address \_\_\_\_\_

Name \_\_\_\_\_  
 Position \_\_\_\_\_  
 Organization \_\_\_\_\_  
 Shipping Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
 Email address \_\_\_\_\_

**REQUIRED INFORMATION (YOUR ORDER WILL NOT BE PROCESSED WITHOUT THIS INFORMATION.)**

Please describe yourself:  
 System/District  Diocese/Archdiocese  
 Building/School CHECK ONE:  Public School  Catholic School  Private School

Administration Mode:  
 Hand Scoring  
 Machine Scoring (scores supplied by Riverside Insights)  
 Online Administration  
For Online Administration information, please contact your Assessment Consultant or Customer Service.

Pre-ID Barcode Labels  
 INITIAL ORDER: Check here if you wish to purchase Pre-ID Barcode Labels and this is your initial order. Instructions will be sent via email to the Data Contact. Additional fees will apply.  
Cost per student: .84 for locally applied  
**SUBSEQUENT ORDERS:** If you have previously ordered barcode labels from us, you should have an SFTP site where you can upload your files and transmittal form. For further information including the Barcode Ordering Guide and Transmittal form, please visit: <http://bit.ly/RiversideGroupScoring>. Additional fees will apply.  
Cost per student: .84 for locally applied

Anticipated Testing Date: \_\_\_\_\_

Reporting options (check all that apply):  Paper reports  Web reports

**Test Administrator: (Please list the contact who will be the DataManager Account Holder.) Note: this person is the primary test and IT contact, assigns roles, and gives permissions.**

Name \_\_\_\_\_ Position \_\_\_\_\_  
 Organization \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
 Email address (REQUIRED) \_\_\_\_\_

To ensure delivery of your email notifications when web key reports are ready, please whitelist the email address: no-reply@dm.riverside-insights.com.

**Data Administrator: (if different from Test Administrator) Note: this person will be responsible for school system rostering files**

Name \_\_\_\_\_ Position \_\_\_\_\_  
 Organization \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
 Email address (REQUIRED) \_\_\_\_\_

Prices are valid until June 30, 2021 and are subject to change without notice.



## 2020–2021 School Year Cognitive Abilities Test (CogAT) Form 8 Order Form, Continued

Item and Packaging	Code Number	Quantity	Catalog Price	Total Price
<b>Test Materials</b> CogAT age norms begin at 4 years, 11 months				
<b>Machine-Scorable Test Booklets</b>				
Pkg. 5, includes materials needed for machine scoring and Directions for Administration				
CogAT Form 8, Level 5/6	1713737	_____	\$41.00	_____
CogAT Form 8, Level 7	1713739	_____	\$41.00	_____
CogAT Form 8, Level 8	1713741	_____	\$41.00	_____
CogAT Form 8, Level 9	1713746	_____	\$41.00	_____
Pkg. 25, includes materials needed for machine scoring and Directions for Administration				
CogAT Form 8, Level 5/6	1713738	_____	\$184.50	_____
CogAT Form 8, Level 7	1713740	_____	\$184.50	_____
CogAT Form 8, Level 8	1713742	_____	\$184.50	_____
CogAT Form 8, Level 9	1713748	_____	\$184.50	_____
<b>Reusable Test Booklets with Answer Documents</b>				
Pkg. 5, includes Test Booklets, Answer Documents, and one copy of Directions for Administration				
CogAT Form 8, Level 9	2000452	_____	\$46.50	_____
CogAT Form 8, Level 10	2000453	_____	\$46.50	_____
CogAT Form 8, Level 11	2000454	_____	\$46.50	_____
CogAT Form 8, Level 12	2000455	_____	\$46.50	_____
CogAT Form 8, Level 13/14	2000456	_____	\$46.50	_____
CogAT Form 8, Level 15/16	2000457	_____	\$46.50	_____
CogAT Form 8, Level 17/18	2000458	_____	\$46.50	_____
Pkg. 25, includes Test Booklets, Answer Documents, and one copy of Directions for Administration				
CogAT Form 8, Level 9	2000459	_____	\$214.50	_____
CogAT Form 8, Level 10	2000460	_____	\$214.50	_____
CogAT Form 8, Level 11	2000461	_____	\$214.50	_____
CogAT Form 8, Level 12	2000462	_____	\$214.50	_____
CogAT Form 8, Level 13/14	2000463	_____	\$214.50	_____
CogAT Form 8, Level 15/16	2000464	_____	\$214.50	_____
CogAT Form 8, Level 17/18	2000465	_____	\$214.50	_____
<b>Directions for Administration</b>				
Directions for Administration are also available for download from <i>DataManager</i> under the "Admin" tab.				
<b>Note:</b> Spanish Directions for Administration are available only as a download from <i>DataManager</i> .				
Single copy, English				
CogAT Form 8, Level 5/6	1713684	_____	\$27.75	_____
CogAT Form 8, Level 7	1713685	_____	\$27.75	_____
CogAT Form 8, Level 8	1713686	_____	\$27.75	_____
CogAT Form 7/8, Level 9 - Machine-Scorable	1713688	_____	\$27.75	_____
CogAT Form 7/8, Level 9 - Reusable	1713687	_____	\$27.75	_____
CogAT Form 7/8, Levels 10–17/18	1713689	_____	\$27.75	_____
<b>Subtotal for this page</b>				_____

Prices are valid until June 30, 2021 and are subject to change without notice.

Continued, next page

## 2020–2021 School Year Cognitive Abilities Test (CogAT) Form 8 Order Form, Continued

Item and Packaging	Code Number	Quantity	Catalog Price	Total Price
<b>Large-Print Edition</b>				
Single copy				
CogAT Form 8, Level 5/6	1713705	_____	\$88.60	_____
CogAT Form 8, Level 7	1713706	_____	\$88.60	_____
CogAT Form 8, Level 8	1713707	_____	\$88.60	_____
CogAT Form 8, Level 9	1713708	_____	\$88.60	_____
CogAT Form 8, Level 10	1713709	_____	\$88.60	_____
CogAT Form 8, Level 11	1713710	_____	\$88.60	_____
CogAT Form 8, Level 12	1713711	_____	\$88.60	_____
CogAT Form 8, Level 13/14	1713712	_____	\$88.60	_____
CogAT Form 8, Level 15/16	1713713	_____	\$88.60	_____
CogAT Form 8, Level 17/18	1713714	_____	\$88.60	_____

**Answer Documents****Answer Sheets**

**Note:** CogAT answer sheets are specific to Form.

Pkg. 25, includes materials needed for machine scoring

CogAT Form 8, Level 9	2000466	_____	\$50.00	_____
CogAT Form 8, Levels 10–17/18	2000467	_____	\$50.00	_____

**Combined Answer Folders**

Iowa Assessments™ Forms EFG, Complete or Core Battery, and the Cognitive Abilities Test Forms 7 & 8.

**Note:** Combined answer folders are level specific for both Iowa Assessments and CogAT. For off-level testing, use separate CogAT answer documents.

Pkg. 25, includes materials needed for machine scoring

Forms EFG, Level 9 with Word Analysis and Listening/CogAT, Level 9	2000500	_____	\$50.00	_____
Forms EFG, Level 9 with CogAT, Level 9	2000501	_____	\$50.00	_____
Forms EFG, Level 10 with CogAT, Level 10	2000502	_____	\$50.00	_____
Forms EFG, Level 11 with CogAT, Level 11	2000503	_____	\$50.00	_____
Forms EFG, Level 12 with CogAT, Level 12	2000504	_____	\$50.00	_____
Forms EFG, Level 13 with CogAT, Level 13/14	2000505	_____	\$50.00	_____
Forms EFG, Level 14 with CogAT, Level 13/14	2000506	_____	\$50.00	_____
Forms EF, Level 15 with CogAT, Level 15/16	2000507	_____	\$50.00	_____
Forms EF, Level 16 with CogAT, Level 15/16	2000508	_____	\$50.00	_____
Forms EF, Level 17/18 with CogAT, Level 17/18	2000509	_____	\$50.00	_____

Subtotal for this page \_\_\_\_\_

Continued, next page

Prices are valid until June 30, 2021 and are subject to change without notice.

2020–2021 School Year Cognitive Abilities Test (CogAT) Form 8 Order Form, Continued

Item and Packaging	Code Number	Quantity	Catalog Price	Total Price
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**Scoring and Reporting Materials**

**Scoring Key** (Single copy)

CogAT Form 8, Levels 5/6–8	1713725	_____	\$21.85	_____
CogAT Form 8, Levels 9–17/18	1770357	_____	\$40.25	_____

**Norms and Score Conversions Guide** (Single copy)

CogAT Forms 7 & 8 2017 Norms (Includes levels 5/6–17/18)	1721840	_____	\$99.00	_____
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**Post-Test and Support Materials**

**Note:** Post-test and support materials are combined for CogAT Forms 7 & 8. These materials are also available for download from DataManager.

**CogAT Form 7 Score Interpretation Guide** (Single copy)

Includes levels 5/6–17/18	1482824	_____	\$40.25	_____
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**CogAT Form 7 Research and Development Guide** (Single copy)

Includes levels 5/6–17/18	1482823	_____	\$113.25	_____
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**DataManager Access for Hand-Scoring Customers\*\***

(Price listed is for one building/site only. Please order one DataManager Ancillary Access License for each site, as needed.)

Hand-Scoring DataManager Ancillary Access - Initial	1497434	_____	\$125.00	_____
Hand-Scoring DataManager Ancillary Access - Renewal	1497435	_____	\$50.00	_____

**\*\*Must order Scoring Keys separately. See above for codes and prices.**

**TRAINING:**

To explore training options for this assessment, please consult the separate K–12 Training order form or contact your local Assessment Consultant or Riverside Customer Service.

**How to Place Your Order:**

Via our online PO portal: <https://riversideinsights.info/order>

Via phone: 800.323.9540

Via mail: Customer Service  
Riverside Insights  
One Pierce Place, Suite 900W  
Itasca, IL 60143

Product Order Subtotal	_____
State Sales Tax	_____
Shipping Service Fee*	_____
Order Total	_____

\*A shipping service fee is prepaid and added to the invoice.  
Estimate 10% (\$10.00 minimum) for ground shipping;  
15% (\$10.00 minimum) for Second Day Air;  
17% (\$20.00 minimum) for Next Day Air shipping;  
and 25% for international shipments.

Inquiries may be directed to: [inquiry@riversideinsights.com](mailto:inquiry@riversideinsights.com)

For more information, please visit: [riversideinsights.com](http://riversideinsights.com)

**Note:** To ensure adequate processing time when submitting an expedited RUSH order, please phone in your order to 800.323.9540.

Prices are valid until June 30, 2021 and are subject to change without notice. All orders will be filled at prices in effect upon receipt of your order. To obtain the most up to date pricing, please call Riverside Insights at 800.323.9540 or visit us online at [www.riversideinsights.com](http://www.riversideinsights.com).

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[riversideinsights.com](http://riversideinsights.com) • 800.323.9540



## CogAT® Forms 7 and 8 Scoring and Reporting Options with Pricing

Hand-Scoring Access to DataManager		
Code	Description	2020
1497434	HAND SCORE DATA MANAGER ANCILLARY ACCESS-Initial	\$125.00
1497435	HAND SCORE DATA MANAGER ANCILLARY ACCESS-Renewal	\$50.00

Pre-ID Barcode Labels		
Code	Description	2020
1496936	CogAT BARCODE LABELS	\$0.84

Service Packages		
Code	Description	2020
1483566	BASIC DATA CogAT LEVELS 5/6-9 MACHINE SCORABLE BOOKLET	\$8.31
1483567	BASIC DATA CogAT LEVELS 9-17/18 ANSWER DOCUMENT	\$5.12
1483569	BASIC DATA CogAT SCREENING FORM LEVELS 5/6-9 MACHINE-SCORABLE BOOKLET	\$6.27
1483571	BASIC DATA CogAT SCREENING FORM LEVELS 9-17/18 ANSWER DOCUMENT	\$3.85

1483585	DATA PLUS CogAT LEVELS 5/6-9 MS BOOKLET	\$11.34
1483586	DATA PLUS CogAT LEVELS 9-17/18 ANSWER DOCUMENT	\$7.59
1483587	DATA PLUS CogAT SCREENING FORM LEVELS 5/6-9 MS BOOKLET	\$8.48
1483591	DATA PLUS CogAT SCREENING FORM LEVELS 9-17/18 ANSWER DOCUMENT	\$5.25

### **CogAT Forms 7 and 8 Scoring and Reporting Options with Pricing (cont.)**

<b>Additional Reports</b>		
<b>Code</b>	<b>Description</b>	<b>2020</b>
1496914	CogAT LIST STUDENT SCORES	\$1.00
1500458	CogAT LIST STUDENT SCORES EXTRA COPY	\$0.30
1496935	CogAT PRESS-ON LABELS	\$1.28
1500462	CogAT PRESS-ON LABELS EXTRA COPY	\$1.00
1496945	CogAT INDIVIDUAL PROFILE NARRATIVE	\$2.54
1500581	CogAT INDIVIDUAL PROFILE NARRATIVE EXTRA COPY	\$0.41
1496976	CogAT STUDENT SNAPSHOT	\$1.65
1500605	CogAT STUDENT SNAPSHOT EXTRA COPY	\$0.41
1496974	CogAT CLASS SNAPSHOT	\$1.65
1500603	CogAT CLASS SNAPSHOT EXTRA COPY	\$0.30
1496975	CogAT BUILDING & SYSTEM SNAPSHOT	\$1.65
1500604	CogAT BUILDING & SYSTEM SNAPSHOT EXTRA COPY	\$0.30
1496956	CogAT GROUP SUMMARY REPORT	\$0.77
1500590	CogAT GROUP SUMMARY REPORT EXTRA COPY	\$0.30
1496892	CogAT STUDENT DATA ON FILE	\$0.77
1502814	CogAT GROUP LIST RANK TEST REPORT	\$1.36
1507286	CogAT GROUP LIST RANK TEST REPORT EXTRA COPY	\$0.47

<b>Late Request Web Reports</b>		
<b>Code</b>	<b>Description</b>	<b>2020</b>
1499786	LATE WEB CogAT LEVELS 5/6-8 MS	\$3.77
1499787	LATE WEB CogAT LEVELS 9-17/18	\$2.81
1499788	LATE WEB CogAT SCREENING FORM LEVELS 5/6-8 MS	\$2.81
1499789	LATE WEB CogAT SCREENING FORM LEVELS 9-17/18	\$1.77

1528402	ANSWER DOCUMENT RETURN	\$65.00
1528473	COGAT MINIMUM CHARGE FOR SCORING SERVICE	\$150.00

Prices effective July 1, Prices for Scoring and Reports quoted are subject to change without notice and do not include transportation charges unless otherwise stated.

All orders will be filled at prices in effect upon receipt of your order.

To obtain the most up to date pricing please call Customer Service at 800.323.9540 or contact your local Assessment Consultant for a custom proposal.

Please note: Starting January 1, 2021, our new Scoring Center address is: 9200 Earhart Lane SW, Cedar Rapids, IA 52404-9078

## Tab 11 – References

In this tab, Offerors should include a minimum of three (3) references where the Offeror has provided services similar to the services being solicited in this Request for Proposals. The information provided should include a contact person's name, position, up-to-date telephone number and e-mail address, the company for which the contact person worked, and the time period of the services performed.

Riverside Insights has an extensive background in providing and supporting the *Cognitive Abilities Test* for large-scale assessment programs. Perhaps the best reference for our ability to successfully provide services similar in scope and scale to those requested through this solicitation is our work with Henrico County Public Schools as the Division's contractor for this program since 2010. In addition, Riverside Insights is pleased to provide HCPS with three references from school divisions in Virginia that are using *CogAT* and for which we have provided services that are similar to those being solicited by the Division. Each of these customers can attest to the high-quality products and services that Riverside Insights provides.

Arlington Public Schools	
<b>Contact Name &amp; Position</b>	Betty Schwoebel-Mills, Division Director of Testing or Peter Weilenmann, Ed.D., Assessment Specialist
<b>Telephone Number</b>	Ms. Schwoebel-Mills: 703-228-8626 Dr. Weilenmann: 703-228-6153
<b>Email Address</b>	Ms. Schwoebel-Mills: betty.mills@apsva.us Dr. Weilenmann: peter.weilenmann@apsva.us
<b>Time Period</b>	2012 – present

Chesterfield County Public Schools	
<b>Contact Name &amp; Position</b>	George Fohl, EdD, Gifted Education Coordinator or Sandy Bickford, Administrative Secretary, Gifted Education
<b>Telephone Number</b>	804-639-8620
<b>Email Address</b>	Dr. Fohl: george_fohl@ccpsnet.net Ms. Bickford: sandra_bickford@ccpsnet.net
<b>Time Period</b>	2017 – present

Henrico County Public Schools  
Ability Assessment Program  
References

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Norfolk Public Schools	
<b>Contact Name &amp; Position</b>	Anh-Thy N. Bey, Senior Coordinator: Assessment, Research, and Accountability
<b>Telephone Number</b>	757-628-3910, extension 21155
<b>Email Address</b>	abey@nps.k12.va.us
<b>Time Period</b>	2000 – present

## Tab 12 – Exceptions

In this tab, Offerors shall list any exceptions to the Scope of Services and General Terms and Conditions of the Request for Proposals. The County intends to make the RFP and the Successful Offeror's proposal a part of the contract between the parties, so Offerors should list any exceptions for purposes of negotiating the contract.

Riverside Insights has carefully examined the General Contract Terms and Conditions outlined in Section V of the Request for Proposal as well as Attachment G – License Agreement Addendum. Based on that review, we take exception to several of the clauses and respectfully request the County of Henrico's consideration of the proposed modifications—deletion of the stricken language and/or insertion of the additional language as indicated in RED font—to these clauses presented on the following pages.

E. Controlling Law and Venue (page 9 of the RFP):

"The Contract will be made, entered into, and shall be performed in the County and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflicts of law principles. Any dispute arising out of the Contract, its interpretations, or its performance shall be litigated only in the Henrico County General District Court, the U.S. District for the Eastern District of Virginia, or the Circuit Court of the County of Henrico, Virginia."

N. Indemnification (pages 11–12 of the RFP):

"The Successful Offeror agrees to indemnify, defend and hold harmless the County (including Henrico County Public Schools), the County's officers, agents and employees, from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the Successful Offeror's negligent acts or omissions in the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the County's sole negligence."

R.1. Ownership of Deliverable and Related Products (page 12 of the RFP):

"Subject to the Successful Offeror's Term of Use and Test Disclosure Privacy Policy, the County shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated during the for the purpose of completing ~~of~~ this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Successful Offeror, from doing so. To the extent that the Successful Offeror may be deemed at any time to have any of the foregoing rights, the Successful Offeror agrees to irrevocably assign and does hereby irrevocably assign such rights to the County."

*Henrico County Public Schools  
Ability Assessment Program  
Exceptions*

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Attachment G Paragraph 1 (page 35 of the RFP):

"The County of Henrico, Virginia (the "**County**"), a political subdivision of the Commonwealth of Virginia, and Riverside Assessments, LLC d/b/a Riverside Insights ("**Supplier**"), a Delaware ~~state corporation/LLC/etc.~~, are this day entering into an agreement for [title of wraparound contract/RFP/etc.] (the "**Agreement**") and, for their mutual convenience, the parties are using the standard form contract ("[title of Supplier's form: EULA, etc.]" "Assessment Privacy Policy," "Terms of Use," "Test Disclosure Policy" and "General Information and Conditions of Sale,"<sup>1</sup>) provided by Supplier (collectively, the "**Contract**"). This License Agreement Addendum ("**LAA**"), duly signed by the County and Supplier (each a "**Party**"), is attached to and made a part of the Agreement and the Contract by incorporation, and with the Agreement governs the use of any and all software licensed by the County under the Agreement (the "**Software**") and this LAA."

Attachment G Paragraph 4, item 1 (page 35 of the RFP):

"Requiring the application of the law of any state other than the Commonwealth of Virginia in interpreting or enforcing the Contract or requiring or permitting that any dispute under the Contract be resolved in any court other than the state courts located in Henrico County, Virginia or the U.S. District Court for the Eastern District of Virginia;"

Attachment G Paragraph 4, item 13 (page 36 of the RFP):

"Permitting Supplier to use any information provided by the County except as necessary for the delivery of services and for Supplier's own internal administrative purposes;"

Attachment G Paragraph 5, item 40 (page 37 of the RFP):

"Supplier agrees to indemnify, defend and hold harmless the County of Henrico (including Henrico County Public Schools), the County's officers, agents and employees, from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, to the extent the claim in any way relates to, arise out of or result from: (i) any negligent act, negligent omission, or intentional or willful conduct of any employee or subcontractor of Supplier, (ii) any breach of any representation, warranty or covenant of Supplier contained in the Contract and LAA, (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, except to the extent the underlying infringement is caused by and would not have occurred but for modifications to the Software not authorized or made by Supplier."

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<sup>1</sup> Please refer to Tab 14 - Appendices (Appendix J-L) to view these documents.

## Tab 13 – Assumptions

In this tab, offerors shall list any assumptions made when responding to this Request for Proposals.

As the Henrico County Public Schools' current contractor for this program, Riverside Insights is assuming that the Division will want to continue with the same test administration mode/format, schedule, and other practices that are currently in use. This assumption seems to be supported by the Scope of Services outlined in the current Request for Proposal.

Given that we are the incumbent contractor and are offering continued use of *CogAT* through our *DataManager* testing and scoring application, there are a number of implementation tasks discussed in the Scope of Services of the Request for Proposal that will be unnecessary if HCPS chooses to continue using *CogAT*. These tasks include evaluation of technical readiness, system setup, data integration, and user acceptance testing. Also, since most of the Division's second-grade teachers as well as HCPS and school administrators and support staff members have already received training in the administration and use of *CogAT* and accessing and using the score reports through *DataManager*, basic training would be required only as a refresher for current educators and as initial training for teachers new to the Division or this program.

In addition, Riverside Insights' assumes that HCPS will continue to provide the following assistance in support of our work as the Division's contractor for the Ability Assessment Program:

- Administer the *Cognitive Abilities Test* as set forth in this proposal including Tab 10 – Pricing/Cost Proposal.
- Administer the test for the grades listed in this proposal including Tab 10 in a common timeframe and in a uniform manner as applicable to the method of testing (online or paper/pencil) within each grade.
- Be responsible for submitting order forms/purchase orders indicating the quantity of online testing licenses as well as the quantity of reusable and consumable paper/pencil materials required for each year of the contract term. The order for paper/pencil materials shall be placed in sufficient time for Riverside Insights to fulfill and ship the order prior to HCPS' testing window. Billing will be based on the actual quantities of

*Henrico County Public Schools  
Ability Assessment Program  
Assumptions*

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online testing licenses granted and print materials ordered, and the prices for each enumerated in Tab 10.

- Provide a file of student information, in a format acceptable to Riverside Insights, that will be used to generate rostering for online testing and student bar code identification labels for paper/pencil testing.
- Consolidate in one location all consumable test booklets and answer documents used in paper/pencil testing. Using shipping cartons and instructions provided by Riverside Insights, the Division will properly package the materials, accurately label the cartons, and ship them, freight prepaid, to the scoring center in a timely manner along with a completed Order for Scoring Services (OSS).
- Agree not to resell, license, transfer, or distribute any of the online testing licenses or paper/pencil materials to any third party. All licenses and materials purchased through this contract and any previous contract will be the property of HCPS throughout and following the period of this agreement, subject to the terms and conditions including, but not limited to, test security and copyright restrictions as set forth in *Riverside Insight's General Information and Conditions of Sale*. To view this document, please see Tab 14 – Appendices (Appendix M).
- Inventory and store reusable materials after paper/pencil testing. It is understood between the parties that print materials are non-returnable and non-refundable. A credit will not be provided for unused materials. Similarly, the purchase of online testing licenses is non-refundable and non-returnable.
- Pay invoices within thirty (30) days of the date of any invoice. Should the Division not make payments on invoices in a timely basis, Riverside Insights reserves the right to suspend and/or revoke online testing licenses until such time as the related invoices are paid in full.

## Tab 14 – Appendices

Optional for Offerors who wish to submit additional material that will clarify their response.

The following documents, as referenced in our proposal response, are included in this section. They provide additional information that supports Riverside Insights' proposal narrative for Henrico County Public Schools' Ability Assessment Program.

- Appendix A: *Riverside Assessments Holdings, LLC and Subsidiaries d/b/a Riverside Insights and Subsidiaries Consolidated Financial Statements Year Ended December 31, 2019*
- Appendix B: Staff Resumes
- Appendix C: *Cognitive Abilities Test Form 7 Research and Development Guide*
- Appendix D: *Cognitive Abilities Test Form 8 Technical Information*
- Appendix E: *Cognitive Abilities Test Form 7 Level 8 Test Booklet*
- Appendix F: *Cognitive Abilities Test Directions for Administration, Form 7 Level 8*
- Appendix G: *Cognitive Abilities Test Directions for Online Administration, Forms 7 and 8 Levels 5/6–8*
- Appendix H: *Cognitive Abilities Test Web Reporting Score Interpretation Guide*
- Appendix I: *Cognitive Abilities Test Forms 7/8 2017 Norms and Score Conversions Guide*
- Appendix J: *Riverside Insights Assessment Privacy Policy*
- Appendix K: *Riverside Assessments, LLC dba Riverside Insights Terms of Use*
- Appendix L: *Riverside Assessments, LLC Test Disclosure Policy*
- Appendix M: *Riverside Insights General Information and Conditions of Sale*
- Appendix N: *Cognitive Abilities Test 2011/2017 Norms Comparisons with Technical Information*



COMMONWEALTH OF VIRGINIA  
COUNTY OF HENRICO

DEPARTMENT OF FINANCE  
SCAR KNOTT, CPP, CPPO, VCO  
PURCHASING DIRECTOR

**RFP # 20-2076-11EMF**  
**Ability Assessment Program**  
**Questions and Answers**  
**December 4, 2020**

1. Can companies from Outside USA can apply for this? (i.e. from India or Canada)  
***Answer: All proposals shall be considered.***
  
2. Would the successful offeror need to come over there for meetings?  
***Answer: Offerors would have to provide detailed information on how they would meet the Scope of Services of the proposal should this be required.***
  
3. Would the successful offeror perform the tasks (related to RFP) outside USA? (i.e. from India or Canada)  
***Answer: Offerors would have to provide detailed information on how they would meet the Scope of Services of the proposal.***
  
4. Can we submit the proposals via email?  
***Answer: No***



COMMONWEALTH OF VIRGINIA  
**County of Henrico**

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

**Addendum No. 1**

**Date:** November 23, 2020  
**Request for Proposal:** #20-2076-11EMF Ability Assessment Program  
**Receipt Date/Time:** December 16, 2020; 2:30 p.m.  
**Subject:** Receipt Time

Ladies/Gentlemen,  
Please make the following corrections, deletions and/or additions to the above referenced RFP:

**The Receipt Date and Time is – December 16, 2020; 2:30 p.m.**

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

Offerors must take due notice and be governed accordingly. Acknowledgement of the receipt of this addendum shall be made in your proposal. If your proposal has already been delivered, return this addendum under a separate cover, referencing the RFP number, due date, and time on the outside of the envelope.

Failure to acknowledge this addendum may result in your proposal being declared non-responsive.

Sincerely,

Eileen M. Falcone  
Assistant Division Director  
Fal51@henrico.us

**ACKNOWLEDGEMENT:**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_



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

RFP No. 20-2076-11EMF

**November 20, 2020**  
**Request for Proposal ("RFP")**  
**Ability Assessment Program Henrico County**  
**Public Schools County of Henrico, VA.**

Your firm is invited to submit a proposal to provide an ability assessment program for Henrico County Public Schools in accordance with the enclosed Specifications and General Terms and Conditions.

Your firm's proposal submittal, **consisting of one (1) complete electronic copy and one (1) redacted electronic copy (if applicable) in a "pdf" format**, will be received no later than **December 16, 2020 at 2:00 p.m.** by submission through the Commonwealth of Virginia's electronic procurement platform eVA.

Time is of the essence, and any offeror that attempts to submit a proposal after the appointed hour for submission, will be unable to, because eVA automatically closes the solicitation at the appointed time. The time of receipt shall be determined by the time clock in eVA. Offerors are responsible for ensuring that their proposals are submitted in eVA by the deadline indicated.

Nothing herein is intended to exclude any responsible offeror or in any way restrain or restrict competition. On the contrary, all responsible offerors are encouraged to submit proposals. The County of Henrico reserves the right to accept or reject any or all proposals submitted.

**Pursuant to Henrico County Code Section 16-43, the award will be made by the Purchasing Director.**

This RFP and any addenda are available on the County of Henrico website at: <http://henrico.us/finance/divisions/purchasing>, and on eVA at <https://eva.virginia.gov/>.

Should you have any questions concerning this RFP, please contact Eileen M. Falcone at [fa151@henrico.us](mailto:fa151@henrico.us) by no later than **2:00 p.m., December 3, 2020**.

Very truly yours,  
Oscar Knott, CPP, CPPO, VCO  
Purchasing Director

Eileen M. Falcone  
Assistant Division Director

## I. **INTRODUCTION**

### A. **Purpose**

The intent and purpose of this Request for Proposal (RFP), and the resulting contract(s), is to obtain services from a qualified firm(s) to provide a norm-referenced Ability Assessment Program for Henrico County Public Schools (HCPS) in accordance with the Scope of Services section of the solicitation.

### B. **Background**

Henrico County Public Schools is located within the greater Richmond, Virginia Metropolitan area and is the 6th largest of the 134 school divisions in Virginia with a nationally recognized educational program. Henrico County covers approximately 245 square miles and is geographically and culturally diverse. HCPS consists of 46 elementary schools, 12 middle schools, and 9 high schools and 3 program centers. HCPS plans to administer the ability assessment to all HCPS students in grade 2 annually. Up to 46 elementary school sites may use the ability assessment in the 2021-22 school year. The total number of second-grade students expected to take the assessment per year is approximately 3,800. Additionally, approximately 450 students in other grades, K-11th, may be tested annually on an as-needed basis to support the division's gifted identification process.

HCPS has administered an online assessment to all 2nd graders over the last two years and is seeking to continue that practice.

Breakdown of the number of students assessed in 2019-20:

- 200 students- Kindergarten
- 300 students- First Grade
- 3,800 students- Second Grade
- 10 students- Third Grade
- 10 students- Fourth Grade
- 10 students- Fifth Grade

## II. **SCOPE OF SERVICES**

The Successful Offeror(s) shall provide all materials, scoring, score reports, and necessary training to implement an ability assessment program for HCPS by providing a comprehensive, integrated solution to support the instructional needs of the students, faculty, administration, and staff. If the requirements of the RFP cannot be met by one offeror, multiple contracts may be awarded with HCPS maintaining the right to choose the assessment administered annually from the Successful Offeror(s).

It is the responsibility of the Successful Offeror(s) to include any and all items required for a complete and comprehensive solution, regardless of the inclusion or exclusion of information in this document.

### A. **Specific Requirements**

The Successful Offeror(s) shall provide, at a minimum, the following requirements.

#### 1. **Test Administration**

- a. an implementation manual including accommodations and modifications based on a student's IEP or 504;

- b. score reports including composite, verbal, nonverbal and quantitative percentile scores;
  - c. tests in multiple versions; and
  - d. if online testing administration is provided as an option, provide a web-based system or a system that works with HCPS's current infrastructure (see System Requirements section).
2. **Reporting**  
The Successful Offeror(s) shall provide reports that support the analysis of student data by providing norm-referenced information for students, class groups, subgroups (i.e., demographic groups), schools and the division. National and local grade and age NCE (Normal Curve Equivalent) and percentile scores shall also be provided.
3. **Training and Support**
- a. The Successful Offeror(s) shall develop a comprehensive training plan suitable for on-site training of HCPS staff.
  - b. The Successful Offeror(s) shall provide toll-free technical support to HCPS staff between the hours of 7:30 a.m. and 5:30 p.m. Monday-Friday EST with hold times not to exceed 5 minutes. It is anticipated that a staff member at each school will be tasked with the responsibility of escalating issues to a district-level coordinator who will then be the individual to call the Successful Offeror's help desk.
4. **Privacy and Security**
- a. The proposed solution shall be capable of defining access/security levels for users and multiple user groups.
  - b. The proposed solution shall be a secure, authenticated and encrypted application.

**B. System Requirements**

**1. User Interface**

- a. Browser Support – the proposed solution shall:
  - 1) have compatibility with the current versions of multiple browsers- at minimum, current versions of Internet Explorer, Edge, Safari, Firefox, and Chrome browsers;
  - 2) maintain compatibility with listed browsers and future versions/updates/releases of the listed browsers for the duration of the contract; and,
  - 3) only require standard browser plugins.
- b. The proposed solution will be compliant with the Americans with Disabilities Act requirements for accessibility.
- c. The proposed solution shall be cloud-based and delivered via the Internet over wireless LANs to the client's browser.
- d. The proposed solution shall provide an intuitive user interface that allows for ease of use by teachers and students.
- e. The proposed solution shall support mobile technology including but not limited to the specific mobile devices currently used in HCPS (iOS, Chromebooks).

**2. Integration**

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

- b. 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;
  - c. The proposed solution shall allow for LTI, Azure Active Directory on LDAP as a method of authentication and authorization; and,
  - d. 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.
  - e. Any requirements for student, 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:
    - 1) LTI integration as a Tool Provider (TP) with our LMS Solution (Schoology).
    - 2) SIF - Student Information Framework.
    - 3) 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.
    - 4) API integration with HCPS' SIS, PowerSchool.
    - 5) File exchange to a vendor-supported sFTP server.
  - f. No additional fees shall be charged to HCPS for data integration.
  - g. The proposed data exchange solution must be described in detail in the Offeror's response. The proposed solution must also include limitations the Offeror has such as the number of teachers for a class and the number of schools associated with teachers and students.
  - h. Solutions that allow for seamless integration of their product through the IMS Global interoperability standards are preferred. For ease of distribution in high schools, packages must have positive identification. Typically, this is accomplished using student name, grade and course/class number.
- 3. Infrastructure and System Administration:**
- a. The proposed solution shall be deployed on servers and equipment hosted or administered by the Successful Offeror(s). Hosting the solution on a 3rd party server, such as Amazon or Azure, is acceptable.
  - b. The proposed solution will provide a secure, web-based system for data in transit and at rest.
  - c. The Successful Offeror(s) will document compliance with all local, state, and federal laws related to student data privacy.
  - d. The proposed solution shall contain neither commercial content nor serve as a vehicle to market goods and services.
  - e. The proposed solution shall be able to handle at least 5,000+ concurrent HCPS users with no latency.
  - f. 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.
  - g. HCPS shall have the ability to submit requests for alteration of the digital content (including additional supporting data, modification of current data, or removal of data deemed inappropriate by HCPS) via email or web-based forms embedded in the digital content.

**4. Hardware, Software and Network Specifications:**

The ability assessment resource shall meet all performance requirements defined in this document and be currently compatible with the following minimum hardware specifications as well as maintaining compatibility with updates/patches/versions of listed software for the duration of the contract (at a minimum beginning with the versions listed below):

a. All Staff District-wide and Secondary (Middle and High) School Students:

1) Software:

- (a) OS – Windows 10, 1903: 64-bit;
- (b) Browsers – Internet Explorer 11; Google Chrome 76.x or above and/or Microsoft Edge 44.18362.10;
- (c) Java – 1.8.0\_171 or above;
- (d) PDF Reader - embedded within Chrome and Edge;
- (e) Adobe Reader - standalone application;
- (f) Flash Player – embedded with all browsers, phasing out in 2020 and
- (g) Adobe Shockwave – 12.2 or above.

2) Hardware (Based on Latitude 3380s model):

- (a) Dimensions & Weight
- (b) Width: 13.19" / 335mm
  - i. Height: (front/back) 1.06"/26.8mm to 1.22"/30.9 mm
  - ii. Depth: 8.80" / 223.3mm
  - iii. Weight 4lbs
- (c) 13.3-inch HD Anti-Glare LED display
- (d) 128GB SSD Hard Drive
- (e) 2.50 GHz Intel® i5 Processor-Dual Core
- (f) 8GB DDR3 SDRAM
- (g) USB Ports
  - i. 2.0 - (USB/eSATA combo)
  - ii. 3.0 – 2
- (h) Video output:
  - i. HDMI
- (i) Video Card:
  - i. 128MB Dedicated VRAM
  - ii. 1366X768 - Native Resolution
- (j) Network Connections:
  - i. Built-in Wireless Card (802.11ac)
  - ii. 10/100/1000 Gigabit Ethernet
- (k) Other inputs:
  - i. Stereo headphone/Microphone combo jack
  - ii. Integrated, noise reducing array microphone
  - iii. Integrated HD video webcam

b. Elementary Students: Windows Laptops (limited in numbers):

1) Software:

- (a) OS – Windows 10, 1803: 64-bit
- (b) Browsers – Internet Explorer 11; Google Chrome 66.x+ or above; Microsoft Edge 42.17134.1.0 or above
- (c) Java – 1.8.0\_171 or above
- (d) PDF Reader - embedded within Chrome and Edge
- (e) Adobe Reader - standalone application
- (f) Flash Player – embedded with all browsers, phasing out in 2020

- (g) Adobe Shockwave – 12.2 or above
- (h) Silverlight: 5.5.x or above
- 2) Hardware (Latitude 3180 Education model):
  - (a) Dimensions & Weight:
    - i. Width: 11.94" / 303.3mm
    - ii. Height: .82" / 20.8mm
    - iii. Depth: 8.11" / 206.0mm
    - iv. Weight 2.79 lbs / 1.27kg
  - (b) 11-inch HD - Display
  - (c) 64GB eMMC Storage - Hard drive
  - (d) Intel® Pentium® Processor N4200
  - (e) 4GB 1600MHz LPDDR3
  - (f) USB Ports
    - i. 3.1 Gen 1 – 2
  - (g) Video output:
    - i. HDMI - full size
  - (h) Video Card:
    - i. Intel integrated HD graphics 4600
    - ii. Optional AMD Radeon HD 8690M with 2GB memory
    - iii. Network Connections:
    - iv. Intel Dual Band Wireless-AC 7265 802.11AC Wi-Fi + BT 4.0 LE Wireless Card (2x2)
  - (i) Other inputs:
    - i. 2 speakers
    - ii. 1 Combo headphone/microphone jack
    - iii. USB card reader
    - iv. Integrated HD video webcam
- c. Elementary Students: Dell Chromebooks (primary device for all elementary students)
  - 1) Software
    - (a) Google Chrome 75.x+ or above
  - 2) Hardware (Based on Dell Chromebook 11 3180 model):
    - (a) Dimensions & Weight
      - i. Width: 11.94" / 303.3mm
      - ii. Height: 0.81" / 20.75mm
      - iii. Depth: 8.11" / 206mm
      - iv. Weight 2.79 lbs / 1.27kg
    - (b) 11.6-inch HDF - Display
    - (c) 16GB eMMC - Hard drive
    - (d) Celeron N3060 - Processor
    - (e) 4GB Memory - Memory
    - (f) USB Ports
      - i. 2 USB 3.1 Gen 1
    - (g) Video output:
      - i. Full size HDMI
    - (h) Video Card
      - i. Intel integrated HD graphics 4600
    - (i) Network Connections:
      - i. Built-in Wireless Card (802.11a/g/n)
    - (j) Other inputs:
      - i. 2 speakers
      - ii. Headphone/Microphone jack

- d. iOS Devices – Elementary and Secondary
  - 1) Software:
    - (a) iOS version - 12.x
    - (b) Safari browser
    - (c) Hardware (Based on iPad MR7F2LL/A)
      - i. Dimensions and Weight
      - ii. Height: 9.4 inches
      - iii. Width: 6.6 inches
      - iv. Depth: 0.29 inches
      - v. Weight: 16.48 ounces
      - vi. A10 Fusion chip with 64-bit architecture, Embedded M10 coprocessor
  - 2) Display:
    - (a) 9.7-inch (diagonal) LED-backlit glossy widescreen
    - (b) LED Backlit with Multi-touch with IPS technology
      - i. 2048-by-1536-pixel resolution.
      - ii. Retina Display
  - 3) 32GB Storage
  - 4) Wireless-A, Wireless-AC, Wireless-B, Wireless-G, Wireless-N
  - 5) Bluetooth 4.2 Technology
  - 6) Camera, Photos and Video Recording:
    - (a) Camera:
      - i. 8-megapixel camera
      - ii. Live Photos
      - iii. Autofocus
      - iv. Panorama (up to 43 megapixels)
      - v. HDR for photos
      - vi. Exposure control
      - vii. Burst mode
      - viii. Tap to focus
      - ix. Timer mode
      - x.  $f/2.4$  aperture
      - xi. Five-element lens
      - xii. Hybrid IR filter
      - xiii. Backside illumination
      - xiv. Auto image stabilization
      - xv. Face detection
      - xvi. Photo geotagging
    - (b) Video Recording:
      - i. 1080p HD video recording (30 fps)
      - ii. Slo-mo (120 fps)
      - iii. Time-lapse video with stabilization
      - iv. Video image stabilization
      - v. Face detection
      - vi. 3x video zoom
      - vii. Video geotagging
    - (c) FaceTime HD Camera:
      - i. 1.2-megapixel photos
      - ii. Live Photos
      - iii.  $f/2.2$  aperture
      - iv. Retina Flash
      - v. 720p HD video recording

- vi. Backside illumination
  - vii. HDR for photos and videos
  - viii. Face detection
  - ix. Burst mode
  - x. Exposure control
  - xi. Timer mode
- 7) Power and Battery:
- (a) Built-in 32.4-watt-hour rechargeable lithium-polymer battery
  - (b) Up to 10 hours of surfing the web on Wi-Fi, watching video, or listening to music
  - (c) Charging via power adapter or USB to computer system
- 8) Sensors:
- (a) Touch ID (Fingerprint identity sensor built into the Home button)
  - (b) Three-axis gyro
  - (c) Accelerometer
  - (d) Barometer
  - (e) Ambient light sensor
- 9) Accessibility:
- Accessibility features help people with disabilities get the most out of their device. With built-in support for vision, hearing, physical and motor skills, and learning and literacy.
- (a) Voice-over
  - (b) Zoom
  - (c) Magnifier
  - (d) Siri and Dictation
  - (e) Switch Control
  - (f) Closed Captions
  - (g) Assistive Touch
  - (h) Speak Screen

**III. COUNTY RESPONSIBILITIES**

The County will designate an individual to act as the County's representative with respect to the work to be performed under this contract. Such individual shall have the authority to transmit instructions, receive information, and interpret and define the County's policies and decisions with respect to the contract.

**IV. ANTICIPATED PROCUREMENT SCHEDULE**

The following represents the timeline of the process currently anticipated by the County:

Request for Proposal Distributed	November 20, 2020
Questions Due	December 3, 2020
Receive Written Proposals	December 16, 2020
Conduct Oral Interviews with Offerors	January 13, 2021
Negotiations Completed	January, 2021
Award Contract	February, 2021
[Installation/Services] Begin	July 2021

## V. GENERAL CONTRACT TERMS AND CONDITIONS

### A. Annual Appropriations

The contract resulting from this procurement ("Contract") shall be subject to annual appropriations by the Henrico County Board of Supervisors. Should the Board fail to appropriate funds for this Contract, the Contract shall be terminated when existing funds are exhausted. The Successful Offeror ("Successful Offeror" or "Contractor") shall not be entitled to seek redress from the County or its elected officials, officers, agents, employees, or volunteers should the Board of Supervisors fail to make annual appropriations for the Contract.

### B. Award of the Contract

1. The County reserves the right to reject any or all proposals and to waive any informalities.
2. The Successful Offeror must, within fifteen (15) calendar days after Contract documents are presented for signature, execute and deliver to the Purchasing office the Contract documents and any other forms or bonds required by the RFP.
3. The Contract resulting from this RFP is not assignable
4. Notice of award or intent to award may also appear on the Purchasing Office website: <http://henrico.us/finance/divisions/purchasing/>.

### C. Collusion

By submitting a proposal in response to this Request for Proposal, each 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, Offeror or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. § 1 et seq.) or Section 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.

### D. Compensation

The Successful Offeror must submit a complete itemized invoice for services that are performed under the Contract. The County shall pay the Successful Offeror for satisfactory compliance with the Contract within forty-five (45) days after receipt of a proper invoice.

### E. Controlling Law and Venue

The Contract will be made, entered into, and shall be performed in the County and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflicts of law principles. Any dispute arising out of the Contract, its interpretations, or its performance shall be litigated only in the Henrico County General District Court or the Circuit Court of the County of Henrico, Virginia.

### F. Default

1. If the Successful Offeror is wholly responsible for a failure to perform the Contract (including, but not limited to, failure deliver services, failure to complete implementation, or if the services fail to perform as specified herein), the County may consider the Successful Offeror to be in default. In the event of default, the County will provide the Successful Offeror with written notice of default, and the

Successful Offeror shall provide a plan to correct the default within 20 calendar days of the County's notice of default.

2. If the Successful Offeror fails to cure the default within 20 days, the County, among other actions, may complete the Contract work through a third party, and the Successful Offeror shall be responsible for any amount in excess of the Contract price incurred by the County in completing the work to a capability equal to that specified in the Contract.

G. Drug-Free Workplace to be Maintained by the Contractor (VA. Code §2.2-4312)

1. During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
2. For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

H. Employment Discrimination by Contractor Prohibited

1. Contractor certifies to the County of Henrico, Virginia that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E). During the performance of this Contract, the Contractor agrees as follows (Va. Code § 2.2-4311):
  - a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to

post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The Contractor will include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

I. Employment of Unauthorized Aliens Prohibited

As required by Virginia Code §2.2-4311.1, the Contractor does not, and shall not during the performance of this agreement, in the County of Henrico, Virginia knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

J. Ethics in Public Contracting

Contractor certifies that its proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with its proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

K. Antitrust

By entering into a contract, the Successful Offeror conveys, sells, assigns, and transfers to the County of Henrico, Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular services purchased or acquired by the County under the contract.

L. Testing and Inspection

The County reserves the right to conduct any test/inspection it may deem advisable to assure services conform to the specifications.

M. Assignment of Contract

A contract shall not be assignable by the Successful Offeror in whole or in part without the written consent of the County

N. Indemnification

The Successful Offeror agrees to indemnify, defend and hold harmless the County(including Henrico County Public Schools), 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, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or

made available) by the Successful Offeror, provided that such liability is not attributable to the County's sole negligence.

O. Insurance Requirements

The Successful Offeror shall maintain insurance to protect itself and the County and the County's elected officials, officers, agents, volunteers and employees from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from the provision of services under the Contract, whether such services are provided by the Successful Offeror or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications. **(Attachment E).**

P. No Discrimination against Faith-Based Organizations

The County does not discriminate against faith-based organizations as that term is defined in Va. Code § 2.2-4343.1.

Q. Offeror's Performance

1. The Successful Offeror agrees and covenants that its agents and employees shall comply with all County, state and federal laws, rules and regulations applicable to the business to be conducted under the Contract.
2. The Successful Offeror shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
3. The Successful Offeror shall cooperate with County officials in performing the Contract work so that interference with the County's normal operations will be held to a minimalized.
4. The Successful Offeror shall be an independent contractor and shall not be an employee of the County.

R. Ownership of Deliverable and Related Products

1. The County shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated during the completion of this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Successful Offeror, from doing so. To the extent that the Successful Offeror may be deemed at any time to have any of the foregoing rights, the Successful Offeror agrees to irrevocably assign and does hereby irrevocably assign such rights to the County.
2. The Successful Offeror is expressly prohibited from receiving additional payments or profit from the items referred to in this paragraph, other than that which is provided for in the general terms and conditions of the Contract.
3. This shall not preclude Offerors from submitting proposals, which may include innovative ownership approaches, in the best interest of the County.

S. Record Retention and Audits

1. The Successful Offeror shall retain, during the performance of the Contract and for a period of five years from the completion of the Contract, all records pertaining to the Successful Offeror's proposal and any Contract awarded pursuant to this Request for Proposal. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including the Successful Offeror's copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; Contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the County on demand and without advance notice during the Successful Offeror's normal working hours.
2. County personnel may perform in-progress and post-audits of the Successful Offeror's records as a result of a Contract awarded pursuant to this Request for Proposals. Files would be available on demand and without notice during normal working hours.

T. Severability

Each paragraph and provision of the Contract is severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

U. Minority-, Woman-, Service Disabled Veteran-Owned, Small Businesses and Employment Services Organizations

It is the policy of the County to actively seek out and provide contracting opportunities to minority-, woman-, service disabled veteran-owned, small businesses and employment services organizations in procurement transactions made by the County.

The County strongly encourages all suppliers to respond to Invitations for Bids and Request for Proposals and supports the use of minority, woman-, service disabled veteran-owned, small businesses and employment services organizations for sub-contracting opportunities.

All formal solicitations are posted on the Commonwealth of Virginia eVA and the County's internet site at <http://henrico.us/finance/divisions/purchasing/> and may be viewed under the Bids and Proposals link. Construction related solicitations are located on eVA and County internet sites and on ProcureWare at <https://henrico.procureware.com/home>.

V. Subcontracts

No portion of the work shall be subcontracted without prior written consent of the County. In the event that the Successful Offeror desires to subcontract some part of the work specified in the contract, the Successful Offeror shall furnish the County the names, qualifications, and experience of the proposed subcontractors. The Successful Offeror shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the Contract.

W. Taxes

1. The Successful Offeror shall pay all County, state, and federal taxes required by law and resulting from the work or traceable thereto, under whatever name levied. Such taxes shall not be in addition to the Contract price between the County and the Successful Offeror because the taxes shall be solely an obligation of the Successful Offeror and not the County, the County shall be held harmless for same by the Successful Offeror.
2. The County is exempt from the payment of federal excise taxes and the payment of state sales and use tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

X. Termination of Contract

1. The County reserves the right to terminate the Contract immediately in the event that the Successful Offeror discontinues or abandons operations; is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.
2. Failure of the Successful Offeror to comply with any section or part of the Contract will be considered grounds for immediate termination of the Contract by the County.
3. Notwithstanding anything to the contrary contained in the Contract between the County and the Successful Offeror, the County may, without prejudice to any other rights it may have, terminate the Contract for convenience and without cause, by giving 30 days' written notice to the Successful Offeror.
4. If the County terminates the Contract, the Successful Offeror will be paid by the County for all scheduled work completed satisfactorily by the Successful Offeror up to the termination date.

Y. County License Requirement

If a business is located in the County, it is unlawful to conduct or engage in the business without obtaining a business license. If your business is located in the County, include a copy of your current business license with your proposal submission. If your business is not located in the County, include a copy of your current business license with your proposal submission. If you have any questions, contact the Business Section, Department of Finance, County of Henrico, telephone (804) 501-4310.

Z. Environmental Management

The Successful Offeror must comply with all applicable federal, state, and local environmental regulations. The Successful Offeror is required to abide by the County's Environmental Policy Statement: [http://henrico.us/pdfs/risk/env\\_policy.pdf](http://henrico.us/pdfs/risk/env_policy.pdf) which emphasizes environmental compliance, pollution prevention, continual improvement, and conservation. Employees of the Successful Offeror must be properly trained and have any necessary certifications to carry out environmental responsibilities. The Successful Offeror must immediately communicate any environmental concerns or incidents to the assigned County Project Manager and the County Risk Manager.

AA. Safety

1. The Successful Offeror shall comply with and ensure that the Successful Offeror's personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the industry. The provisions of all rules and regulations governing safety as adopted by the Safety and Health Codes Board of the Commonwealth of Virginia and issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under the Contract. The Successful Offeror shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified and performed by the Successful Offeror.
2. Each job site must have a supervisor who is competent, qualified, or authorized on the worksite, who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public, and is capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Successful Offeror's personnel from the work site.
3. In the event the County determines any operations of the Successful Offeror to be hazardous, the Successful Offeror must immediately discontinue such operations upon receipt of either written or oral notice by the County to discontinue such practice.

BB. Authorization to Transact Business in the Commonwealth

1. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership or other business form must be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law.
2. An Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia must include in its proposal the identification number issued to it by the State Corporation Commission (Attachment C). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law must include in its proposal a statement describing why the Offeror is not required to be so authorized.
3. An Offeror described in subsection 2 that fails to provide the required information shall not receive an award unless a written waiver is granted by the Purchasing Director, his designee, or the County Manager.
4. Any falsification or misrepresentation contained in the statement submitted by the Offeror pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for debarment by the County.

5. Any business entity described in subsection 1 that enters into a contract with a public body must not allow its existence to lapse or allow its certificate of authority or registration to transact business in the Commonwealth if so required by Title 13.1 or Title 50 of the Code of Virginia to be revoked or cancelled at any time during the term of the contract.

CC. Payment Clauses Required by Va. Code §2.2-4354

Pursuant to Virginia Code § 2.2-4354:

1. The Successful Offeror shall take one of the two following actions within seven days after receipt of amounts paid to the Successful Offeror by the County for all or portions of the goods and/or services provided by a subcontractor: (a) pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under that contract; or (b) notify the County and subcontractor, in writing, of the Successful Offeror's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
2. The Successful Offeror that is a proprietor, partnership, or corporation shall provide its federal employer identification number to the County. Pursuant to Virginia Code § 2.2-4354, the Successful Offeror who is an individual contractor shall provide his/her social security numbers to the County.
3. The Successful Offeror shall pay interest to its subcontractors on all amounts owed by the Successful Offeror that remain unpaid after seven days following receipt by the Successful Offeror of payment from the County for all or portions of goods and/or services performed by the subcontractors, except for amounts withheld as allowed in Subparagraph 1. above.
4. Unless otherwise provided under the terms of the Contract interest shall accrue at the rate of one percent per month.
5. The Successful Offeror shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
6. The Successful Offeror's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in Virginia Code § 2.2-4354 shall not be construed to be an obligation of the County. A Contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

DD. Contact Period

1. The contract period shall be from July 1, 2021 through June 30, 2023. Contract prices shall remain firm for the contract period.
2. The contract may be renewed for five (5) additional one-year periods upon the sole discretion of the County at a price not to exceed 3% above the previous year's prices.
3. The resulting contract should require the Successful Offeror to give at least a ninety (90) day written notice if it does not intend to renew the contract at any annual renewal.
4. The contract shall not exceed a maximum of seven (7) years.

EE. Occupational Safety & Health Policy Statement

The Successful Offeror must comply with all applicable federal, state, and local occupational safety and health standards. The Successful Offeror is required to abide by the County's Occupational Safety & Health Policy Statement: [https://henrico.us/pdfs/risk/h\\_safety\\_policy.pdf](https://henrico.us/pdfs/risk/h_safety_policy.pdf) which emphasizes maintaining a safe and healthy work environment for all employees, volunteers, and contractors who access County property and locations. The Successful Offeror must be properly trained and have any necessary certifications to carry out occupational safety and health policy responsibilities. The Successful Offeror must immediately communicate any concerns or incidents to the assigned County Project Manager and the County Risk Manager.

FF. Tobacco – Free Requirement

County Public Schools ("HCPS") has a tobacco-free policy on school property. Therefore, the use or display of tobacco products by the Contractor, its suppliers and/or subcontractors on school property is strictly prohibited at all times, including days and/or hours when school is not in session. This includes, but is not limited to, outdoor areas of school properties and personal or business vehicles present on school property.

"Tobacco products" include any lit or unlit cigarette (including candy cigarettes), cigar, pipe, smokeless tobacco, dip, chew, and snuff in any form. This includes electronic cigarettes, cigarette packages, smokeless tobacco containers, lighters, and any other items containing or reasonably resembling tobacco, tobacco product images and tobacco company logos, such as key chains, t-shirts, ash trays, and coffee mugs.

"School property" includes land, buildings, facilities, and vehicles owned or rented by HCPS. School property includes parking lots, playgrounds and recreational areas.

GG. Conduct

1. Fraternization between supplier and teachers or students is strictly prohibited.
2. Use, consumption, and/or possession of any controlled substance, substances considered to be illegal, and alcohol are strictly prohibited on school grounds.
3. Cigarette smoking is prohibited on school grounds.
4. Use of vulgar, suggestive or abusive language or gestures is strictly prohibited on school grounds.
5. Use of radios/stereos or other noise producing equipment shall not be used. No weapons of any kind are allowed on school grounds.

HH. Service Accessibility

Pursuant to the award of the contract and as soon as practicable but not later than September 1, 2019, the Successful Offeror shall confirm that all online content and/or web-based functionality provided is accessible to individuals with disabilities except where doing so would impose a fundamental alteration or undue burden. Accessibility will be measured according to the W3C's Web Content

Accessibility Guidelines (WCAO) 2.0 Level AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0 techniques.

II. Section 508 Compliance

All information technology which, pursuant to this RFP, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Supplier must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology

Access Act, §§ 2.2-3500 through 2.2-3504 of the Code of Virginia for web content, which are incorporated by reference.

JJ. Cooperative Procurement

This procurement is being conducted by the County in accordance with the provisions of Section 2.2-4304 of the Code of Virginia. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this Contract. The Contractor shall deal directly with any public body it authorizes to use the Contract. The County, its officials, and its employees are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public body, and in no event shall the County, its officials, or its employees be responsible for any costs, damages or injury resulting to any party from another public body's cooperative use of a County contract. The County assumes no responsibility for any notification of the availability of the Contract for use by other public bodies, but the Contractor may conduct such notification.

VI. PROPOSAL SUBMISSION REQUIREMENTS

- A. The Purchasing Division will not accept oral proposals, nor proposals received by telephone, FAX machine, or email or hard copy submissions. Proposals will only be accepted through eVA.
- B. All erasures, interpolations, and other changes in the proposal shall be signed or initialed by the Offeror.
- C. The Proposal Signature Sheet (**Attachment A**) must accompany any proposal(s) submitted and be signed by an authorized representative of the Offeror. If the Offeror is a firm or corporation, the Offeror must print the name and title of the individual executing the proposal. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Division requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.
- D. Reserved.

- E. The time proposals are received shall be determined by the time clock in eVA. Offerors are responsible for insuring that their proposals are submitted in eVA by the deadline indicated.
- F. By submitting a proposal in response to this Request for Proposal, the Offeror represents it has read and understands the Scope of Services and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the Contract work.
- G. The failure or omission of any Offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site, shall in no way relieve any Offeror from any obligations with respect to its proposal or to the Contract.
- H. Subject to the limitations of Va. Code § 2.2-4342(F), trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Va. Code § 2.2-4342(F)). **(Attachment D)**
- I. A proposal may be modified or withdrawn by the Offeror any time prior to the time and date set for the receipt of proposals. The Offeror shall follow the process in eVA. No proposal can be withdrawn after the time set for the receipt of proposals and for one-hundred twenty (120) days thereafter.
- J. The County welcomes comments regarding how the proposal documents and scope of services may be improved. **Offerors requesting clarification, interpretation of, or improvements to the Request for Proposal's general terms, conditions, and scope of services shall submit technical questions concerning the Request for Proposal no later than 2:00 p.m.; December 3, 2020 in writing.** Any changes to this Request for Proposals shall be in the form of a written addendum issued by the Purchasing Division and it shall be signed by the Purchasing Director or a duly authorized representative. **Each Offeror is responsible for determining that it has received all addenda issued by the Purchasing Division before submitting a proposal.**
- K. All proposals received on time shall be accepted for consideration. Proposals shall be open to public inspection only after award of the Contract.

## **VII. PROPOSAL RESPONSE FORMAT**

- A. Offerors shall submit a written proposal that present the Offeror's qualifications and understanding of the work to be performed. Offerors must address each evaluation criterion and be specific in presenting their qualifications. The proposal should provide all the information considered pertinent to the Offeror's qualifications for this project.

All proposals shall be submitted in an electronic response and will only be accepted through eVA, the Commonwealth of Virginia's Procurement Portal. Instructions for proposal submission through eVA are included in Attachment G. Proposal shall be submitted as one document. If submitting a redacted copy submit that as a separate document.

B. The Offeror should include in its proposal the following:

1. Table of Contents

All pages are to be numbered.

2. Tab 1 – **Introduction and Signed Forms**

In this tab, the following items should be provided:

- a. Cover Letter – On company letterhead, signed by a person with the corporate authority to enter into contracts in the amount of the proposal.
- b. Proposal Signature Sheet – **Attachment A**
- c. Business Classification Form – **Attachment B**
- d. Virginia State Corporation Commission Registration Information – **Attachment C**
- e. Proprietary/Confidential Information – **Attachment D**

3. Tab 2 – **Statement of the Scope**

In this tab, offerors, in concise terms, shall state their understanding of the Scope of Services requested by this RFP in Section II.

4. Tab 3 - **Offeror Qualifications, Experience, Resumes and Financial Capacity.**

In this tab, offerors should demonstrate the Offeror's, and their staff's, qualifications and experience in providing the services as requested in this Request for Proposal. Offerors should provide, at a minimum, documentation demonstrating that they are regularly engaged in providing the services solicited in this RFP in Virginia and must exhibit proven business strength and longevity and a substantial track record of successful implementations in school districts of similar size for no less than four (4) years. If subconsultants are to be utilized, provide similar documentation to what has been requested of the offeror in this section. Provide appropriate documentation to support:

- a. Describe the nature and amount of experience with ability assessment program as proposed in the Offeror's response in school systems of similar scope and size to Henrico County;
- b. Provide a company profile that shows the ability, capacity and skill of the Offeror, their staff, and their employees to perform the services required within the specified time;
- c. Provide the number of years in business;
- d. Provide a copy of your firm's latest audited financial statement;
- e. Provide a description of the professional qualifications of the representative of the successful Offeror who will oversee the Henrico County Schools account;
- f. Provide the number and qualifications of the personnel proposed for the development and ongoing processing including training;

- g. Provide resumes of the proposed staff for this project and describe how long they have worked together as a team.
- h. Provide a description of the duties and qualifications of support service personnel.
- i. Sub-consultants – Information on any sub-consultants that is necessary to provide the services required. Provide name, experience, address, telephone number and qualifications.

**5. Tab 4 – Test Administration**

In this tab, offerors shall describe test administration and provide the following information:

- a. Describe the ability assessment administration options. Currently, HCPS is using a digital assessment program. If a paper administration option is proposed, include whether or not paper tests are consumables.
- b. Provide research on the reliability and validity of the test for use with students from a variety of demographics, including procedures used by the Offeror for evaluating cultural biases within the assessment and related findings.
- c. Describe how the security of the test questions is maintained from public access.
- d. Provide evidence that the assessment is flexible for use in a variety of educational settings such as whole group, small group and/or individually.
- e. Provide a description of the multilingual capability of the ability assessment program being proposed, outlining languages supported and the additional costs, if any, for obtaining this capability.
- f. Provide samples of testing materials for both written and online

**6. Tab 5 – Service Approach/Implementation of Services**

In this tab, offerors should demonstrate their knowledge and understanding of the scope of work requested in this Request for Proposal as demonstrated in Section II. Offerors should provide, in detail, their approach to fulfilling the scope of services being solicited by this Request for Proposal and demonstrate their compliance with the requirements of the Scope of Services. If subconsultants are to be utilized, provide the services that they will be providing. In this section also include the following:

- a. Provide copies of any service/maintenance contracts to be executed in final agreement with your proposal.
- b. Submit any additional agreements which HCPS may be requested to agree to as part of the final award.
- c. Discuss the firm's current and future workload with particular reference to the personnel and other resources being proposed along with staff continuity during the contract period. Provide a statement that firm has the necessary resources to undertake an engagement of this magnitude and shall have demonstrated an ability to complete projects within the specified completion dates and on budget.
- d. The proposal shall provide a detailed description of the implementation, and support, the solution has with LTI version 1.1 ® or higher certified as a Tool Provider (TP) with our LMS Solution (Schoology).

- e. Provide a project schedule of the implementation plan, that includes key phases of the project, including staff training, data migration and file upload requirements, implementation planning and support, technical support, technical training requirement and responsibilities etc. Order dates and availability of practice tests shall be noted.
- f. Provide detailed information for the process that will be established to ensure successful implementation, testing and final system acceptance. System final acceptance shall be conducted in accordance with the implementation plan that is mutually agreed to and incorporated as part of the contract documents and shall occur prior to the winter testing window.
- g. Provide a sample of a test and acceptance plan describing the typical procedures and acceptance criteria based on the ability assessment program being proposed.
- h. Provide as part of the implementation plan, the estimated staff needs for configuring and maintaining the solution over the course of the contract. (Contract period is 24 months from date of award with 5 additional one- year renewal options.)
- i. If Supplier proposes a solution that will require The County of Henrico or Henrico County Public Schools to execute a EULA, either as a signed agreement or as “clickwrap”, with a software manufacturer, Supplier shall, for each such software manufacturer, obtain the written consent of such software manufacturer to the terms and conditions of the “License Agreement Addendum” attached as Exhibit H and provide a copy of each such consent with its proposal (Attachment F).
- j. Outline the terms of any Service Level Agreements offered and provide a copy with the proposal submission.

**7. Tab 6 – Reporting**

In this tab, offerors shall demonstrate their reporting capabilities as described in this Request for Proposal Section II.

- a. Offerors shall provide samples and descriptions of anticipated reports and other feedback during the process and reports available from the system for analyzing students learning.
- b. Offerors will outline all data fields on all data reports provided.

**8. Tab 7 – Score Reporting**

In this tab, offerors shall provide the following information.

- a. Provide both national and local norms as part of the ability assessment score reports.
- b. Provide the demographic statistics of the norming group, as well as the norming dates.
- c. Provide any technical information about the assessment, which may include information regarding sampling procedures, test reliability, and validity. This information may also include percentile tables.
- d. Provide the typical turnaround time for score reporting, including any processes that must be completed by the school division prior to the creation of score reports. Include information about whether printed score reports may be ordered.
- e. Provide sample teacher reports, student reports, reports for parents and district-level reports. All performance data provided should be described by

- the Offeror. For example, include descriptions of scaled scores, percentiles, and other references to student/performance strengths and weaknesses.
- f. Indicate what data is available for use in division-specific analysis, including how the raw data is formatted (Excel, CSV, etc.), how the data will be transmitted to HCPS and the variables included. The division must have access to the raw data from the assessment.
  - g. Provide an outline of the assessment structure including testing categories and subcategories where scores are provided.
  - h. Indicate if score reports are available in multiple languages.

**9. Tab 8 – Training and Support**

In this tab, offerors shall provide the following information.

It is anticipated that a minimum of two school-based staff at each elementary school will be trained and a minimum of 5 district level and technical personnel will need training. Offerors are requested to propose appropriate training for each type of user of the system in a group setting with a maximum of 25 per session. A minimum of four half-day sessions will be required.

- a. Describe the training program and include:
  - 1) Number of sessions per target audience (for example: administrator, teacher, and technical support staff);
  - 2) Topics covered with the target audience;
  - 3) A description of the data used for training (should be HCPS data, if available);
  - 4) Qualifications of instructors;
  - 5) Any other information that will enable HCPS to evaluate the interaction with and value of the various types of data (for example: student, class, school and division level); and
  - 6) Availability of additional training to include webinars and online videos after year one and associated costs (if any).

**10. Tab 9 – Technical Administration, Privacy and Security**

In this tab, offerors shall provide the following information:

- a. Offerors shall outline the technical needs and/or requirements:
  - 1) of the software/program if offering a digital program;
  - 2) for generating reports; and
  - 3) for the communication protocol between HCPS and the Successful Offeror.
- b. Offerors must provide comprehensive documentation to evidence the ability to accommodate concurrent users based on data collected from a similar environment.
- c. Offerors shall provide a comprehensive privacy and security statement to HCPS, or agree to adhere to the school division's data-sharing agreement, attesting to obligations to maintain the privacy and security of all data and shall not lease, share, rent, sell, or barter personal information to anyone at any time.

**11. Tab10 – Pricing / Cost Proposal**

In this tab, the Offeror shall provide a completed Price Proposal similar to the format provided in **Attachment F**. The price shall include all costs associated with providing the service outlined in the Scope of Services of this RFP. List all categories separately, itemized for evaluation such as project man-hours, hourly rates and reimbursable expenses, if applicable. Include a statement the Successful Offeror will provide all services outlined in their proposal. Offerors are required to utilize a pricing schedule format and include ALL proposed costs associated with this project. Total Proposed cost shall represent a Turnkey delivery of the product and service being offered. Define and include any costs not clearly listed below:

- a. total cost of Ability Assessment Software System (if applicable) to include data migration, technical support, implementation and any other fees associated with providing the services require;
- b. per pupil cost to add or subtract the total number of students from the ability assessment program;
- c. training Costs;
- d. consumables (if applicable);
- e. list any other proposed cost that may be associated with this project. Indicate if it is an annual cost or a one-time cost; and
- f. for evaluation purposes, the total cost of year 1 (includes implementation, setup, data migration, technical support, training etc.) of the Ability Assessment Software System.

**12. Tab 11 – References**

In this tab, offerors should include a minimum of three (3) references where the Offeror has provided services similar to the services being solicited in this Request for Proposals. The information provided should include a contact person's name, position, up-to-date telephone number and email address, the company for which the contact person worked, and the time period of the services performed.

**13. (if needed) Tab 12 – Exceptions**

In this tab, Offerors shall list any exceptions taken to the Scope of Services and General Terms and Conditions of this Request for Proposals. The County intends to make the RFP and the Successful Offeror's proposal a part of the contract between the parties, so Offerors should list any exceptions for purposes of negotiating the contract.

**14. (if needed) Tab 13 – Assumptions**

In this tab, offerors shall list any assumptions made when responding to this Request for Proposals.

**15. (if needed) Tab 14 – Appendices**

Optional for Offerors who wish to submit additional material that will clarify their response.

**VIII. PROPOSAL EVALUATION/SELECTION PROCESS**

A. Selection of the Successful Offeror(s) will be based upon submission of proposals meeting the selection criteria. The minimum selection criteria will include:

<b>Evaluation Criteria</b>	<b>Weight</b>
<b>Functional Requirement</b> <i>(In accordance with Section VII Item B(3), B(10) and B(13) this criterion considers the extent to which the Offeror's proposal satisfied the services requested by this RFP and clearly demonstrates the work to be performed as specified in Sec. II)</i>	25
<b>Experience and Qualifications</b> <i>In accordance with Section VII Item B(4) and B(12) this criterion considers the extent to which the Offeror's qualifications, experience, resumes and references of the overall Offeror and staff assigned relative to the service solicited by this RFP as specified in Section II)</i>	20
<b>Testing and Reporting</b> <i>(In accordance with Section VII Item B(5), B(7), and B(8) this criterion considers the extent to which the Offeror's testing and reporting satisfies the services requested by this RFP as specified in Section II)</i>	25
<b>Implementation</b> <i>(In accordance with Section VII Item B(6) and Item B(9) this criterion considers the Offeror's service approach, training and implementation of services as requested by this RFP as specified in Section II)</i>	15
<b>Price</b> <i>(In accordance with Section VII, Item B(11), this criterion considers the Offeror's pricing for completing the services requested by this RFP as specified in Section II.)</i>	10
<b>Quality of Proposal Submission / Oral Presentations</b> <i>(This criterion considers the overall quality of the Offeror's proposal submitted and any oral presentations required.)</i>	5
<b>Total</b>	<b>100</b>

B. For goods, nonprofessional services, and insurance, selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. In the case of a proposal for information technology, as defined in Va. Code § 2.2-2006, the County shall not require an Offeror to state in a proposal any exception to any liability provisions contained in the Request for Proposal. Negotiations shall then be conducted with each of the Offerors so selected. The Offeror shall state any exception to any liability provisions contained in the Request for Proposal in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation. Price shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each Offeror so selected, the County shall select the Offeror(s) which, in its opinion, has made the best

proposal and provides the best value, and shall award the contract to that Offeror(s). Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

**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. **20-2076-10EMF Ability Assessment Program**.

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

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

LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME):
ADDRESS:
FEDERAL ID NO:
SIGNATURE:
NAME OF PERSON SIGNING (PRINT):
TITLE:
TELEPHONE:
FAX:
EMAIL ADDRESS:
DATE:

## ATTACHMENT B BUSINESS CATEGORY CLASSIFICATION FORM

Company Legal Name: \_\_\_\_\_

This form completed by: Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

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 is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

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

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

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

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

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

**ATTACHMENT C**  
**Virginia State Corporation Commission (SCC)**  
**Registration Information**

**The Offeror:**

is a corporation or other business entity with the following SCC identification number:  
\_\_\_\_\_ **-OR-**

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

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

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

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



**ATTACHMENT E**  
**COUNTY OF HENRICO**  
**INSURANCE SPECIFICATIONS**

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

**Please be sure and review the Additional Requirements Section**

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

**Workers' Compensation**

Statutory Virginia Limits

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

**Commercial General Liability**

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

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

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

**Umbrella Liability**

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

## Additional Requirements

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

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

**NOTE 1:** The commercial general liability insurance shall include contractual liability. The contract documents include an indemnification provision(s). The County makes no representation or warranty as to how the Bidder/Offeror's insurance coverage responds or does not respond. Insurance coverages that are unresponsive to the indemnification provision(s) do not limit the Bidder/Offeror's responsibilities outlined in the contract documents.

**NOTE 2:** The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. This insurance shall apply as primary insurance and non-contributory with respect to any other insurance or self-insurance programs afforded the County of Henrico and Henrico County Public Schools. This policy shall be endorsed to be primary with respect to the additional insured.

**NOTE 3:** Title 65.2 of the Code of Virginia requires every employer who regularly employs three or more full-time or part-time employees to purchase and maintain workers' compensation insurance. If you do not purchase a workers' compensation policy, a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Virginia.

**NOTE 4:** The Certificate Holder Box shall read as follows:  
*County of Henrico*  
*Risk Management*  
*PO Box 90775*  
*Henrico, VA 23273*

**ATTACHMENT F  
RFP #20-2076-11EMF  
PRICE PROPOSAL**

**Pricing Schedule:** Provide detailed pricing for all costs associated with providing the services outlined in the Scope of Services, Section II of this RFP. List all categories separately, itemized for evaluation such as projected man-hours, hourly rates and reimbursable expenses, if applicable. Offerors are required to utilize a pricing schedule format similar to the format below and include all costs associated with this project. Total proposed cost shall represent a turnkey process and price. Define and include any costs not clearly listed below. For evaluation purposes, the total cost of year 1 (includes implementation, setup, data migration, technical support, training etc.) of the Ability Assessment Software System.

**A. Detailed Price Schedule**

Grade	Title Number	ISBN	Description	Catalog Price	Discount	Contract Price/Per Student	Quantity	Extended Price

**B. Online Testing Cost (list all cost associated with year 1 and then any recurring cost for years 2-5)**

2021-22 Year 1	2022-23 Year 2	2023-24 Year 3	2024-25 Year 4	2025-26 Year 5
<b>Total Year 1</b>	<b>Total year 2</b>	<b>Total year 3</b>	<b>Total year 4</b>	<b>Total year 5</b>
<b>Grand Total years 1-5: \$</b>				

**C. Paper/Pencil Testing**

2021-22 Year 1	2022-23 Year 2	2023-24 Year 3	2024-25 Year 4	2025-26 Year 5

## ATTACHMENT G LICENSE AGREEMENT ADDENDUM

The County of Henrico, Virginia (the “**County**”), a political subdivision of the Commonwealth of Virginia, and \_\_\_\_\_ (“**Supplier**”), a [state] [corporation/LLC/etc.], are this day entering into an agreement for [title of wraparound contract/RFP/etc.] (the “**Agreement**”) and, for their mutual convenience, the parties are using the standard form contract (“[title of Supplier’s form: EULA, etc.]”) provided by Supplier (“**Contract**”). This License Agreement Addendum (“**LAA**”), duly signed by the County and Supplier (each a “**Party**”), is attached to and made a part of the Agreement and the Contract by incorporation, and with the Agreement governs the use of any and all software licensed by the County under the Agreement (the “**Software**”) and this LAA.

As used in this LAA, the term “**Contract**” means the Supplier’s standard form contract and any and all exhibits and attachments thereto. The term(s) “**Customer**”, “**You**” or “**you**” as used in the Contract and this LAA, means, as applicable, the County, or any of their officers, directors, agents or employees.

Supplier represents and warrants that it is a [State][corporation/LLC/etc.] authorized to do in business in Virginia. If Supplier is not a U.S.-based entity, Supplier maintains a registered agent and a certification of authority to do business in Virginia.

Supplier’s Contract is generally acceptable to the County, with the exceptions noted in this LAA below. Despite the general acceptability of the Contract, certain standard clauses may appear in, or be incorporated by reference into, the Contract that cannot be accepted by the County. In consideration of the convenience of using Supplier’s standard form contract without the necessity of specifically negotiating a separate contract document, the Parties specifically agree that any of the following provisions contained in the Contract are deemed void and will not have any effect and will not be enforceable against any Customer:

1. Requiring the application of the law of any state other than the Commonwealth of Virginia in interpreting or enforcing the Contract or requiring or permitting that any dispute under the Contract be resolved in any court other than the state courts located in Henrico County, Virginia;
2. Requiring any total or partial compensation or payment for lost profit or liquidated damages by any Customer if the Contract is terminated before the end of its ordinary term;
3. Imposing any interest charge(s) contrary to that specified by § 2.2-4347 *et seq.* of the Code of Virginia;
4. Requiring the County to maintain any type of insurance for Supplier's benefit;
5. Granting Supplier a security interest in any property of the County;
6. Requiring the County to indemnify, defend, or to hold harmless Supplier for any act or omission;
7. Limiting or adding to the time period within which claims can be made or actions can be brought (Reference Tit. 8.01 of the Code of Virginia);
8. Limiting selection and approval of counsel and approval of any settlement in any claim arising under the Contract and in which the County is a named party;
9. Binding the County to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
10. Obligating the County to pay costs of collection or attorney's fees;

11. Requiring any dispute resolution procedure(s) other than those in accordance with § 2.2-4363 et seq. of the Code of Virginia;
12. Permitting Supplier to access any of the County's records or data, except pursuant to court order;
13. Permitting Supplier to use any information provided by the County except for Supplier's own internal administrative purposes;
14. Requiring the County to limit its rights or waive its remedies at law or in equity;
15. Bestowing any right, or incurring any obligation, that is beyond the duly granted authority of the undersigned representative of the County to bestow, or incur, on behalf of the County;
16. Establishing a presumption of severe or irreparable harm to Supplier by the actions or inactions of the County;
17. Limiting the liability of Supplier for property damage, death, or personal injury;
18. Permitting Supplier to assign, subcontract, delegate or otherwise convey the Contract, or any of its rights and obligations under the Contract, to any entity without the prior written consent of the County, except as set forth in paragraph 39 below;
19. Not complying with the contractual claims provision § 2.2-4363 of the Code of Virginia, which is also incorporated into this LAA and the Contract by reference;
20. Enforcing the United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods. They are expressly disclaimed. UCITA shall apply to the Contract only to the extent required by § 59.1-501.15 of the Code of Virginia;
21. Not complying with all applicable federal, state, and local laws, regulations, and ordinances;
22. Requiring that the County waive its sovereign immunity or its immunity;
23. Requiring that the County, which is tax exempt, be responsible for payment of any taxes, duties, or penalties;
24. Requiring or construing that any provision in this Contract conveys any rights or interest in the County's data to Supplier;
25. Requiring the use of foreign currency. The currency used for the Contract will be United States Dollars;
26. Obligating the County beyond approved and appropriated funding. All payment obligations from the County under the Contract are subject to receipt of necessary appropriations from the County's 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 Supplier. The County shall provide written notice to the Supplier as soon as possible after legislative action is completed. There will be no time limit for termination due to termination for lack of appropriations;
27. Permitting unilateral modification of the Contract by Supplier;
28. Permitting termination by Supplier of the Contract or the licenses granted pursuant to the Contract, or permitting suspension of services by Supplier, except pursuant to an order from a court of competent jurisdiction;
29. Requiring or stating that the terms of the Supplier's standard form contract will prevail over the terms of this LAA in the event of conflict;
30. Renewing or extending the Contract beyond the term set forth in the Agreement or automatically continuing the Contract period from term to term;
31. Requiring that the Contract be "accepted" or endorsed by the home office or by any other officer subsequent to signing by an official of the County before the Contract is considered in effect;
32. Delaying the acceptance of the Contract or its effective date beyond the date of signing;
33. Defining "perpetual" license rights to have any meaning other than license rights that exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the Contract;

34. Permitting modification or replacement of the Contract pursuant to any new release, update or upgrade of Software, or subsequent renewal of maintenance. If Supplier provides any update or upgrade subject to additional payment, the County will have the right to reject such update or upgrade;
35. Requiring the purchase of a new release, update, or upgrade of Software, or subsequent renewal of maintenance, in order for the County to receive or maintain the benefits of Supplier's indemnification of the County against any claims of infringement on any third-party intellectual property rights;
36. Prohibiting the County from transferring or assigning to any entity the Contract or any license to Software granted pursuant to the Contract;
37. Granting Supplier or an agent of Supplier the right to audit or examine the books, records, or accounts of the County; or

In addition to the provisions set forth above in this LAA, the Parties further agree as follows:

38. Supplier 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 granted under the Contract without violating or infringing any law, rule, regulation, copyright, patent, trade secret, or other proprietary right of any third party.
39. Supplier may assign all or any of its rights and obligations to a third party as a result of a merger or acquisition or sale of all or substantially all of its assets to the third party so long as Supplier's assignee agrees in writing to be bound by the terms and conditions set forth in the Contract, and provided the third party is a U.S.-based entity or maintains a registered agent and a certification of authority to do business in Virginia. Supplier may assign all or any of its rights and obligations to an affiliate of Supplier, provided Supplier remains liable for the affiliate's compliance with the terms and conditions set forth in this Contract
40. Supplier agrees to indemnify, defend and hold harmless the County of Henrico (including Henrico County Public Schools), the County's officers, agents and employees, from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, to the extent the claim in any way relates to, arise out of or result from: (i) any negligent act, negligent omission, or intentional or willful conduct of any employee or subcontractor of Supplier, (ii) any breach of any representation, warranty or covenant of Supplier contained in the Contract and LAA, (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.
41. The County will only be liable to pay for Supplier's travel-related expenses, including transportation, meals, lodging and incidental expenses that have been authorized by the County in advance. The travel-related expenses will be reimbursable at the County's then-current per diem rates.
42. The County may require that Supplier personnel submit to a criminal background check prior to performance of any services under the Contract.
43. Payments for license fees, including subscription fees, and support services are only authorized to be made to the Supplier pursuant to the Contract.

Together with the Agreement, the Contract and this LAA constitute the entire agreement between the Parties and may not be waived or modified except by written agreement between the Parties.

[SIGNATURE PAGE(S) TO FOLLOW]IN WITNESS WHEREOF, the Parties have caused this License Agreement Addendum to be duly executed as of the last date set forth below by the undersigned authorized representatives of the parties, intending thereby to be legally bound.

**Supplier Name                      County of Henrico, Virginia**

By: \_\_\_\_\_ By: \_\_\_\_\_  
(Signature) (Signature)

Name: \_\_\_\_\_ Name: \_\_\_\_\_  
(Print) (Print)

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_