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

DATE:	June 30, 2024
CONTRACT COMMODITY/SERVICE: *(include contracting entity if cooperative)*	RTI Reading (K-12) Curriculum for Tier I, II and III
CONTRACT NUMBER:	2114B
COMMODITY CODE:	924.16
CONTRACT PERIOD:	July 1, 2024 through June 30, 2025
RENEWAL OPTIONS:	One (1) one-year renewal through 2026
USER DEPARTMENT:	Schools
Contact Name:	Kennedy Williams Venaglia
Phone Number:	804-652-3640
Email Address:	Kmw3@henrico.k12.va.us
HENRICO COOPERATIVE TERMS INCLUDED:	Yes
SUPPLIER: Name:	Lexia Learning Systems LLC
Address:	300 Baker Ave. Ste. 320
City, State:	Concord, MA 01742
Contact Name:	Anita Baker
Phone Number:	757-202-7031 office and cell
Email address:	Anita.Baker@lexialearning.com
ORACLE SUPPLIER NUMBER:	282826
BUSINESS CATEGORY:	Non Swam
PAYMENT TERMS:	Net 45 days
DELIVERY:	N/A
FOB:	N/A
BUYER: Name:	Eileen M. Falcone, CPPB
Title:	Procurement Manager
Phone:	804-501-5637
Email:	Fal51@henrico.gov

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

I. SCOPE OF SERVICES

A. General Requirements:

1. The proposed solution shall cover remediation and intervention for all areas of reading (decoding, phonemic awareness, comprehension, fluency, and vocabulary). Offerors shall also include programs that offer comprehensive literacy support (including writing support) for our Tier I and Tier II students.

2. Materials provided shall be in a print or a blended format, printed and digital programs. Digital programs must coincide with printed materials. Digital programs that do not coincide with printed materials will not be considered.

3. Options for materials and strategies provided will be consistent across all schools at each level (elementary, middle, and high) within the HCPS system.

4. The proposed solutions shall have content scaffolding to include a tiered approach and acceleration for students who need additional help with reading skills and those who need to demonstrate reading gains of one or more years.

5. Intervention materials shall be scripted, explicit, systematic, and simple in design, allowing personnel with varying field experience to successfully instruct lessons that address one or more of the major areas of reading (decoding, phonemic awareness, comprehension, fluency, and vocabulary) and support a variety of instructional settings.

6. Instructional materials for students receiving interventions shall include leveled materials, covering an appropriate range of reading levels and provide engaging tasks that are age-appropriate, high interest, and support and remediate basic skills, linking activities to diagnostic assessments.

7. Materials used for Tier II Intervention should target the improvement of basic skill deficits while supporting and enhancing Tier I (Virginia SOLs) instructional objectives in a different instructional design rather than replace or duplicate it. Tier II is ***not*** a SOL Remediation Program. Program alignment to the VA SOLs could be beneficial in prescribing its use in remediation.

8. Materials used for Tier II Intervention will include student workbooks, manipulatives, and ancillary materials essential for full implementation and will be consistent across the school division and correlated to essential reading components.

9. Materials used for Tier II or III Intervention may not be grade-level specific in order to provide intervention that meets the instructional level of each student. The Successful Offeror(s) may choose to include some Tier I materials that could be used for Tier II and Tier III Interventions for students not yet functioning on grade level.

10. Tier III materials should provide intensive, explicit, systematic instruction. These materials should be targeted to specific academic deficits.

III. TECHNICAL SPECIFICATIONS

A. User Interface

1. Browser Support – the proposed solution shall:
   a. Be compatible with the current versions of multiple browsers- at minimum, current versions of Internet Explorer, Edge, Safari, Firefox, and Chrome browsers.
   b. Maintain compatibility with listed browsers and future versions/updates/releases of the listed browsers for the duration of the contract.
   c. Only require standard browser plugins.

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

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

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

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

B. Integration

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

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

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

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

5. 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:
   a. LTI integration as a Tool Provider (TP) with our LMS Solution (Schoology);
   b. SIF - Student Information framework;
   c. Exchange of information through Clever - a third party vendor for exchanging common data for school systems (The Successful Offeror is responsible for any costs incurred with Clever implementation);
   d. API integration with our SIS, PowerSchool; and,
   e. File exchange to a vendor-supported sFTP server.

6. No additional fees may be charged to HCPS for data integration

7. Solutions that allow for seamless integration of their product through the IMS Global interoperability standards are preferred and shall support the LTI version 1.1® or higher certified as a Tool Provider with HCPSs LMS Solution (Schoology).

C. Infrastructure and System Administration

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

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

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

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

5. The proposed solution is required to handle at least 60,000+ concurrent HCPS users with no latency.

6. 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.

7. 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.

D. Computer, Software, and Network Specifications:

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

1. All Staff District-wide; High and Middle School Students
   a. Software
      i. OS – Windows 10, 1903 : 64-bit
      ii. Browsers – Internet Explorer 11; Google Chrome 76.x or above; Microsoft Edge 44.18362.10
      iii. Java – 1.8.0_171 or above
      iv. PDF Reader - embedded within Chrome and Edge
      v. Adobe Reader - standalone application
      vi. Flash Player – embedded with all browsers
      vii. Adobe Shockwave – 12.2 or above
      viii. Silverlight: 5.1.x or above
   b. Hardware (Based on Latitude 3380s model):
      i. Dimensions & Weight
         1. Width: 13.19" / 335mm
         2. Height: (front/back) 1.06"/26.8mm to 1.22"/30.9 mm
         3. Depth: 8.80" / 223.3mm 14.0-inch HD Display
         4. Weight 4lbs
      ii. 13.3-inch HD Anti-Glare LED display
      iii. 128GB SSD Hard Drive
      iv. 2.50 GHz Intel® i5 Processor-Dual Core
      v. 8GB DDR3 SDRAM
      vi. USB Ports

            1. 2.0 - (USB/eSATA combo)
            2. 3.0 – 2
        vii. Video output:
            1. HDMI
        viii. Video Card
            1. 128MB Dedicated VRAM
            2. 1366X768 - Native Resolution
        ix. Network Connections:
            1. Built-in Wireless Card (802.11ac)
            2. 10/100/1000 Gigabit Ethernet
        x. Other inputs:
            1. Stereo headphone/Microphone combo jack
            2. Integrated, noise reducing array microphone
            3. Integrated HD video webcam

2. Elementary Students: Windows Laptops (limited in numbers)
    a. Software
        i. OS – Windows 10, 1803 : 64-bit
        ii. Browsers – Internet Explorer 11; Google Chrome 66.x+ or above; Microsoft Edge 42.17134.1.0 or above
        iii. Java – 1.8.0_171 or above
        iv. PDF Reader - embedded within Chrome and Edge
        v. Adobe Reader - standalone application
        vi. Flash Player – embedded with all browsers
        vii. Adobe Shockwave – 12.2 or above
        viii. Silverlight: 5.5.x or above
    b. Hardware (Latitude 3180 Education model):
        i. Dimensions & Weight
            1. Width: 11.94” / 303.3mm
            2. Height: .82” / 20.8mm
            3. Depth: 8.11” / 206.0mm
            4. Weight 2.79 lbs / 1.27kg
        ii. 11-inch HD - Display
        iii. 64GB eMMC Storage - Hard drive
        iv. Intel® Pentium® Processor N4200
        v. 4GB 1600MHz LPDDR3
        vi. USB Ports
            1. 3.1 Gen 1 – 2
        vii. Video output:
            1. HDMI - full size
        viii. Video Card
            1. Intel integrated HD graphics 4600
            2. Optional AMD Radeon HD 8690M with 2GB memory
        ix. Network Connections:
            1. Intel Dual Band Wireless-AC 7265 802.11AC Wi-Fi + BT 4.0 LE Wireless Card (2x2)
        x. Other inputs:
            1. 2 speakers
            2. 1 Combo headphone/microphone jack
            3. USB card reader
            4. Integrated HD video webcam

3. Elementary Students: Dell Chromebooks (primary device for all elementary students)
    a. Software
        i. Google Chrome 75.x+ or above

b. Hardware (Based on Dell Chromebook 11 3180 model):
    i. Dimensions & Weight
        1. Width: 11.94" / 303.3mm
        2. Height: 0.81" / 20.75mm
        3. Depth: 8.11" / 206mm
        4. Weight 2.79 lbs / 1.27kg
    ii. 11.6-inch HDF - Display
    iii. 16GB eMMC - Hard drive
    iv. Celeron N3060 - Processor
    v. 4GB Memory - Memory
    vi. USB Ports
        1. 2 USB 3.1 Gen 1
    vii. Video output:
        1. Full size HDMI
    viii. Video Card
        1. Intel integrated HD graphics 4600
    ix. Network Connections:
        1. Built-in Wireless Card (802.11a/g/n)
    x. Other inputs:
        1. 2 speakers
        2. Headphone/Microphone jack

4. iOS Devices - Elementary and Secondary
    a. Software
        i. iOS version - 12.x
        ii. Safari browser
    b. Hardware (Based on iPad MR7F2LL/A)
        i. Dimensions and Weight
            1. Height: 9.4 inches
            2. Width: 6.6 inches
            3. Depth: 0.29 inches
            4. Weight: 16.48 ounces
            5. A10 Fusion chip with 64-bit architecture, Embedded M10 coprocessor
        ii. Display:
            1. 9.7-inch (diagonal) LED-backlit glossy widescreen
            2. LED Backlit with Multi-touch with IPS technology
                a. 2048-by-1536-pixel resolution.
                b. Retina Display
        iii. 32GB Storage
        iv. Wireless-A, Wireless-AC, Wireless-B, Wireless-G, Wireless-N
        v. Bluetooth 4.2 Technology
        vi. Camera, Photos and Video Recording:
            1. Camera
                a. 8-megapixel camera
                b. Live Photos
                c. Autofocus
                d. Panorama (up to 43 megapixels)
                e. HDR for photos
                f. Exposure control
                g. Burst mode
                h. Tap to focus
                i. Timer mode
                j. f/2.4 aperture
                k. Five-element lens
                l. Hybrid IR filter

        m. Backside illumination
        n. Auto image stabilization
        o. Face detection
        p. Photo geotagging
    2. Video Recording
        a. 1080p HD video recording (30 fps)
        b. Slo-mo (120 fps)
        c. Time-lapse video with stabilization
        d. Video image stabilization
        e. Face detection
        f. 3x video zoom
        g. Video geotagging
    3. FaceTime HD Camera
        a. 1.2-megapixel photos
        b. Live Photos
        c. ƒ/2.2 aperture
        d. Retina Flash
        e. 720p HD video recording
        f. Backside illumination
        g. HDR for photos and videos
        h. Face detection
        i. Burst mode
        j. Exposure control
        k. Timer mode

vii. Power and Battery:
    1. Built-in 32.4-watt-hour rechargeable lithium-polymer battery
    2. Up to 10 hours of surfing the web on Wi-Fi, watching video, or listening to music
    3. Charging via power adapter or USB to computer system

viii. Sensors:
    1. Touch ID (Fingerprint identity sensor built into the Home button)
    2. Three-axis gyro
    3. Accelerometer
    4. Barometer
    5. Ambient light sensor

ix. 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.
    1. Voice-over
    2. Zoom
    3. Magnifier
    4. Siri and Dictation
    5. Switch Control
    6. Closed Captions
    7. Assistive Touch
    8. Speak Screen

COMMONWEALTH OF VIRGINIA
COUNTY OF HENRICO

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

Contract 2114B

Agreement between Lexia Learning Systems LLC and
The County School Board of Henrico County

This agreement (the "Agreement") dated June 25, 2021, is made and entered into between Lexia Learning Systems LLC ("Lexia"), and the County School Board of Henrico County, Virginia ("HCPS").

WHEREAS, on February 8, 2021, HCPS issued Request for Proposal No. 21-2114-2EMF (the "RFP"), titled "RTI Reading (K-12) Curriculum for Tier II and Tier III"; and,

WHEREAS, the HCPS selected Lexia as one of the Successful Offerors to provide the goods and services requested in the RFP; and,

WHEREAS, the parties have negotiated the terms and conditions under which Lexia will provide goods and services to HCPS; 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	Lexia K-12 Education Application License Agreement
EXHIBIT D	Lexia Pricing List and Terms
EXHIBIT E	Lexia response to Q&A April 6, 2021
EXHIBIT F	Lexia proposal dated March 3, 2021
EXHIBIT G	Questions and Answers to the RFP dated February 17, 2021
EXHIBIT H	Request for Proposal #21-2114-2EMF dated February 8, 2021

(2) **General Description of Services –** As needed and requested by HCPS during the life of this Agreement, Lexia shall provide goods and services in accordance with the Agreement Documents.

(3) **Term –** The term of the Agreement shall be from June 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, Lexia shall provide pricing as listed in Exhibit D.

(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) **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 HCPS and Lexia.

(8) **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.

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

(10) **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.

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

LEXIA LEARNING SYSTEMS, LLC
300 BAKER AVE. Ste. 320
Concord, MA 01742

Peter Koso
Vice President

23-Jun-2021
Date

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

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: 2021.06.24 14:33:34 -05'00'

Oscar Knott, CPP, CPPO, VCO
Purchasing Director

6/24/21
Date

APPROVED AS TO FORM

ASSISTANT COUNTY ATTORNEY

EXHIBIT A
ATTACHMENT G
LICENSE AGREEMENT ADDENDUM

The County of Henrico, Virginia, including the County School Board of Henrico County, Virginia (the "**County**") and Lexia Learning Systems LLC ("**Supplier**"), a Massachusetts Corporation, are this day entering into an agreement for RTI Reading (K-12) Curriculum for Tier II and Tier III (the "**Agreement**") and, for their mutual convenience, the parties are using the standard form contract ("K-12 Education Application License Agreement") 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 Massachusetts corporation 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.

Lexia Learning Systems LLC

By: _____
(Signature)

Name: Peter Koso
(Print)

Title: Vice President

Date: 23-Jun-2021

County School Board of Henrico County, Virginia

By: _____
(Signature)

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: 2021.06.24 14:32:59 -05'00'

Name: Oscar Knott
(Print)

Title: Purchasing Director

Date: 6/24/21

Exhibit B

HENRICO COUNTY PUBLIC SCHOOLS

DATA SECURITY AGREEMENT

This Data Security Agreement ("Agreement") is agreed upon effective June 23, 2021, by and between Lexia Learning Systems LLC a Massachusetts Corporation 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: Lexia Learning Systems LLC
John B. Wack	Peter Koso
Name	Name
John B Wack	
Signature	Signature
Chief Financial Officer	Vice President
Title	Title
06/24/2021	23-Jun-2021
Date	Date

EXHIBIT C

K-12 EDUCATION APPLICATION LICENSE AGREEMENT

This K-12 Education Application License Agreement (this “License” or “Agreement”) is a license and contract between you, the individual completing the order for access to and use of the licensed subscriptions, products, materials, and/or services described below and in the applicable Order Form, on behalf of your organization (“Licensee” or “Customer”), and the Cambium Learning contracting entity named in the applicable Order Form (i.e., Lexia Learning Systems LLC or Cambium Learning.) (“Licensor” or “Company”) and governs Customer’s access and use of the Company licensed subscriptions, products, materials, and/or services. The license granted hereunder is conditioned upon Customer’s acceptance of the terms set forth herein. Customer and Company are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

Definitions:

“Application” or “Product” means the K-12 educational language and literacy subscription product(s), applications, materials and/or services offered under the Cambium Learning®, Lexia® or other Cambium Learning-owned brand, as specified in the applicable Order Form, including without limitation, Company’s online K-12 education subscription products, all of which are offered and provisioned by Company as SaaS-based subscriptions in a multi-tenant, shared database architecture, where individualized client-dedicated infrastructure and/or processing is not part of the Application or services offering, as well as any software, hosting or other services, companion materials, training, documentation or related products for the K-12 Education Application, accessed on or through, or downloadable from, password-protected access to a Company-designated website and/or mobile application (the “Site”), as well as any Company or third party applications embedded within or provided by Company to deliver or enable delivery of the functionality of the Application, including those installed on any third party server related thereto, along with all services, documentation, reports and/or other ancillary materials provided by Company in conjunction with the Application (together with any updates to, or new releases of, the foregoing that are made available to Customer by Company), licensed by Company to Customer under the applicable Order Form and pursuant to this License.
“Authorized User” means any student, participant, employee or other individual designated by Customer to receive access to the Company Application under this License.
“Company” or “Licensor” means Lexia Learning Systems LLC or Cambium Learning®. and/or any of subsidiaries or affiliates thereof, as set forth in the applicable Order Form.

"Enterprise Administrator(s)" means the Authorized User(s) designated by the Customer to act as administrators for the Customer, with responsibility on behalf of Customer for overseeing and managing the access of Authorized Users to the Application. Customer shall provide Company with the names of such Enterprise Administrators.

“Online” means the accessing of the Application or component thereof using a web or mobile browser on a desktop or mobile device over the Internet.
“Order Form” means each order form, quote, statement of work, or proposal provided by or on behalf of Company to Customer for Company’s K12 Education Application, subscriptions and/or services under this Agreement and accepted by or on behalf of Customer.

1. IMPORTANT NOTICE ON LICENSE -- PLEASE REVIEW CAREFULLY.

A. General. THIS LICENSE IS A LEGAL AGREEMENT BETWEEN CUSTOMER/LICENSEE AND COMPANY/LICENSOR. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT COMPANY WOULD NOT HAVE ENTERED INTO THIS LICENSE WITH CUSTOMER WITHOUT CUSTOMER'S AGREEMENT TO BE FULLY BOUND BY THE TERMS OF THIS LICENSE.
THIS LICENSE CONTAINS DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY (SEE SECTION 10 BELOW). THIS PROVISION IS AN ESSENTIAL PART OF THE PARTIES' AGREEMENT.
B. Online Acceptance. BY PLACING AN ORDER WITH COMPANY, CLICKING ANY ACCEPTANCE BUTTON OF THE APPLICATION, PAYING AN INVOICE ANY COMPANY APPLICATION OR SERVICE, OR DOWNLOADING, INSTALLING OR OTHERWISE USING THE APPLICATION OR ANY PART THEREOF, CUSTOMER AGREES TO BE BOUND BY THE TERMS, CONDITIONS AND NOTICES OF THIS LICENSE, SHALL BE DEEMED TO HAVE ACCEPTED THIS LEGAL AGREEMENT IN FULL, AND SHALL BE DEEMED TO HAVE AUTHORIZED THE INDIVIDUAL COMPLETING THE ORDER OR AUTHORIZATION FOR, OR INSTALLATION, PAYMENT OR USE OF, THE APPLICATION, TO ENTER INTO THIS AGREEMENT AND ACCEPT THESE TERMS ON BEHALF OF CUSTOMER.

IF CUSTOMER DOES NOT AGREE TO THESE PROVISIONS OR ANY OF THE OTHER TERMS OF THIS LICENSE, DO NOT CLICK THE ACCEPTANCE BUTTON (IF ANY) AND DO NOT USE OR ACCESS, OR ENABLE ANY AUTHORIZED USER TO ACCESS THE APPLICATION.

2. LICENSE.

The Application is licensed, not sold. The Application is intended to be used by Customer for the educational instruction and/or training of its Authorized Users only. Customer may not use the Application for any other purpose, or other than in accordance with the terms of this License, without the express prior written authorization of Company in each instance. If Customer accepts this License, Company grants Customer a limited, revocable, nonexclusive and nontransferable license to access and use, and to allow its Authorized Users to access and use, the Application licenses and/or receive and use materials and services, as identified and for the subscription service term specified in the applicable Order Form, subject to Customer's fulfillment of its payment obligations under each Order Form and the obligations, limitations, and restrictions set forth in this License. For purposes of the preceding sentence, "use" of the K-12 Education Application means access by an Authorized User to the functionality of the Application by means of password-protected access to a Company-designated Site, or, to the extent supported by Company and agreed by the Parties, via Customer's LMS, SSO or via such other arrangement or media expressly agreed to by Company in the applicable Order Form, for K-12 educational literacy or language-learning purposes only.

The specific subscription and/or service period and any maximum number of Authorized Users of the licensed Application shall be as provided in the applicable Order Form. Information regarding the counting mechanism may be accessible by the Customer from a Company online administrative portal, or may be obtained from Company customer support.

3. ADDITIONAL TERMS FOR THE LEXIA RAPID ASSESSMENT APPLICATION.
Notwithstanding anything to the contrary, the following additional terms shall apply to any Order Form for, license to and/or use of the Lexia® Reading Assessment for Prescriptive Instructional Data Application ("Lexia RAPID Assessment"). The Lexia RAPID Assessment Application is owned by Lexia and/or its third party licensors, inclusive of copyrighted software and materials proprietary to Florida State University Research Foundation, Inc. ("FSU"). By accepting this License and/or using the RAPID Assessment Application, Licensee acknowledges that the FSU is a third party beneficiary to the terms and conditions herein with respect to the RAPID Assessment Application and Customer's use thereof. Any and all rights in the Lexia RAPID Assessment Application not expressly granted by this License are hereby reserved by Company and/or its third party licensors.

4. INTERNET AND SYSTEMS REQUIREMENTS.

Continuous Internet access, connectivity, and certain minimum systems and technical requirements, such as installation of additional third party software (e.g., browser plug-ins), may be required to access and use the Application, which are not provided by Company and are the sole responsibility of Customer. Information regarding minimum systems and technical requirements for the Application may be obtained by Customer from the Company Site or Company customer support.

5. AUTHORIZED USER LOGIN & ENTERPRISE ADMINISTRATOR.

A. User Name and Password. Customer acknowledges that access to the Application by Customer and Authorized Users requires the creation of user accounts for the Application (which may include the selection or designation of a username and password). Customer acknowledges and agrees that Customer is solely responsible for the use and security of user names and passwords. Customer shall take such actions as may be necessary to maintain the confidentiality and security of user names and password information and prevent the unauthorized use of user names and passwords, and shall immediately notify Company in the event of a breach of Customer security. Customer will not save Customer's user name(s) and/or password(s) on a workstation which may be used by multiple users, or permit Authorized Users to do so, as the sharing of user names and/or passwords to allow any other person to use the Application is prohibited.

B. Enterprise Administrator(s). Customer will designate at least one Customer Authorized User to act as Enterprise Administrator for the Application and Customer account. The Enterprise Administrator will be granted administrator privileges for the Customer's account, enabling the Enterprise Administrator to assign, disable, and otherwise administer all other Authorized User access. Customer covenants and agrees that each Enterprise Administrator shall have authority, on behalf of Customer, to perform his or her duties, serve as primary point of contact to, and direct and instruct Company with respect to the Application and service operations provided to Customer and its Authorized Users. Enterprise Administrator and Customer staff information may be used for purposes of communicating to the Customer information relating to Company's business and services (e.g., account activity reminders, best practices, activities to support Application usage and engagement by Authorized Users, downtime notices, products, services or feature notifications, technical and other support services, etc.). If, during the Term of the services under the applicable Order Form, a then-current Enterprise Administrator ceases to be an active employee or agent of Customer or ceases to serve as an Enterprise Administrator, and if there are no remaining Enterprise Administrators, Customer shall promptly appoint another Authorized End User as an Enterprise Administrator. When an Enterprise Administrator accesses the Application administrator portal using his or her password, the Application will provide the Enterprise Administrator with certain administrative capabilities with respect to Customer's use of the Application that other Authorized Users will not have, including the ability to cancel password access and thereby deny access to the Application through use of such password. Using functionality provided within the Application administrator portal and/or with assistance from Company customer support, Customer agrees that the Enterprise Administrator will promptly deactivate and cancel password access of any Authorized User (including any Enterprise Administrator) who (i) ceases to be employed by Customer, (ii) Customer no longer wishes to have access to the Application, or (iii) Customer knows or reasonably believes is causing or may cause Customer to breach any provision of this Agreement or is in any way mishandling passwords or access. Customer will notify Company at the time an Enterprise Administrator's password access is deactivated or cancelled for any of the reasons specified in clauses (i) through (iii) above.

6. TRANSFER.

Customer may not, and may not permit others to, directly or indirectly sell, rent, lease, loan, timeshare, or sublicense all or any part of the Application.

7. LIMITATIONS ON USE.

Customer agrees not to, and not to permit others to, directly or indirectly (a) reverse assemble, reverse compile, or otherwise reverse engineer or attempt to access or derive the source code or object code or any associated computer algorithms or models of all or any part of the Application, including but not limited to any methods, algorithms, or models relating to language, literacy or other assessments; (b) copy, modify, translate, alter, change, or collect information that can be used to create derivative works of all or any part of the Application; (c) download, copy, or collect information that could be used to copy all or any part of the Application; or (d) access or use all or any part of the Application for any purpose other than for the educational and/or assessment purposes set forth herein, except as and only to the extent expressly authorized by applicable law notwithstanding this limitation, and/or as expressly authorized in writing by Company. Any such authorization supplied by Company, and any information obtained by Customer through any such authorized use, may only be used by Customer for the purpose expressly authorized by Company and may not be disclosed to any third party or used to create any software or work that is substantially similar to the Application or any component thereof. If the applicable Order Form specifies a maximum number of Authorized Users or concurrent users that may access the Application, Customer agrees not to exceed such maximum number without the prior written approval of Company. Customer agrees, upon request by Company, to exchange its current version of the Application or any component thereof, for an updated version, and to discontinue use of the replaced version.

8. OWNERSHIP OF INTELLECTUAL PROPERTY.

Company reserves all rights in the Application (including all components thereof and materials provided therewith) not expressly granted to Customer in this Agreement. Customer acknowledges and agrees that Company or its third party licensors own all rights, title, and interest in and to the Application (including all software, code, algorithms, models, interfaces, text, photographs, graphics, animation, applets, music, video and audio incorporated therein, and any related user guides, documentation or materials), the Company trademarks, the URLs that incorporate all or any portion of Company's marks, and other marks owned by Company and/or related to the Application and components thereof, all of which are covered by various protections including, without limitation, copyright, trademark, and trade secrecy law. Customer agrees not to alter, remove, conceal, or otherwise change any trademarks, logos or other marks of Company or its third party licensors contained within the Application. If Customer suggests new features or functionality that Company, in its sole discretion, adopts for the Application, such new features or functionality will be the sole property of Company and any and all claims of Customer as to the same are hereby waived and released. Company reserves the right, in its sole discretion and without incurring any liability to Customer, to update, improve, replace, modify or alter the specifications for and/or functionality of all or any part of the Application from time to time. By using the Application, Customer agrees to automatically receive updates.

9. SUPPORT.

Company offers support to customers of the Application in accordance with its published support policies. The hours of support operations and means of accessing Company customer support are provided and available from Company's customer support page on Company's website. Support hours and methods of submitting support requests may vary for certain Company Applications and/or for certain geographic regions or territories. Company reserves the right to change its support policy at any time and provide notice to Customer by updating the policy on Company's support page on its website.

10. LIMITED WARRANTY, DISCLAIMERS, AND LIABILITY LIMITATIONS.

A. LIMITED WARRANTY.

General: Company represents and warrants to Customer that it will provision and perform the Application and any associated services in a professional and workmanlike manner, conforming in all material respects to industry standards and practices.

Hosted Application: Company warrants that the hosted Application will perform substantially in accordance with the descriptions and specifications applicable to such Application for the subscription period (as provided in the applicable Order Form) of the relevant Application license (the "Hosted Application Warranty Period") under normal use. Notwithstanding anything to the contrary, Company makes no representation or warranty with respect to any third party software, and undertakes no obligations with respect to any third party software, and Company makes no representation or warranty of any kind relating to any Customer-provided content, its quality or any use thereof. Company's sole liability and Customer's sole remedy for breach of the foregoing Hosted Application Warranty during the Hosted Application Warranty Period will be, at Company's option, the repair or replacement of the Application, or a refund of the prepaid subscription fees received by Company from Customer for the remaining unused portion of the Application subscription licenses under the applicable Order Form(s) from the date written notice of deficiency was received from the Customer by Company.

Headset units: Company warrants that any headset units included under any Order Form will perform substantially in accordance with the descriptions applicable to such unit for thirty (30) days following delivery ("Headset Warranty Period") under normal use. Except for the foregoing limited warranty, Company provides the headset units "as is," and all other representations and warranties regarding the headset units, express or implied, are hereby disclaimed. Company's sole liability and Customer's sole remedy for breach of the foregoing headset unit warranty will be limited to replacement of the defective headset unit, including, at Company's option, with an alternative headset unit of similar quality and functionality. Defects must be reported within the Headset Warranty Period.

B. DISCLAIMER OF WARRANTIES. OTHER THAN AS STATED IN SECTION 10A ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY AND ITS THIRD PARTY LICENSORS MAKE NO OTHER WARRANTIES OR PROMISES, WHETHER EXPRESS OR IMPLIED, OR BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE, ABOUT THE APPLICATION, THE EMBEDDED SOFTWARE OR ANY SERVICES PROVIDED HEREUNDER, AND PROVIDE THE APPLICATION AND SUPPORT SERVICES (IF ANY) "AS-IS" WITH ALL FAULTS, AND THE ENTIRE RISK AS TO THE SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFECTS OF SUCH APPLICATION (IF ANY) SHALL BE WITH CUSTOMER. THERE IS NO REPRESENTATION OR WARRANTY HEREIN AGAINST INTERFERENCE WITH CUSTOMER'S ENJOYMENT OR AGAINST INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMPANY AND COMPANY'S THIRD PARTY LICENSORS DISCLAIM ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE APPLICATION AND ANY SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY OR COMPLETENESS OF DATA, SATISFACTORY QUALITY, NON-INFRINGEMENT, OR THAT CUSTOMER'S USE OF THE APPLICATION WILL BE UNINTERUPTED, VIRUS-FREE, OR ERROR-FREE. CUSTOMER ACKNOWLEDGES THAT NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES ARE MADE BY ANY THIRD PARTY LICENSORS HEREIN.

C. CUSTOMER ASSURANCE. Customer warrants to Company: (i) that it has all rights, licenses, permissions, and authorities necessary to enter into this Agreement; and (ii) that its provision of Customer Data (as defined herein) to Company and its authorizations and instructions to Company relating to the processing of such Customer Data shall at all times be in compliance with all applicable laws and regulations, including data protection laws and any notice and/or consent requirements.

D. LIMITATIONS OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL COMPANY OR COMPANY'S THIRD PARTY LICENSORS, OR ANY OTHER PERSON OR ENTITY, BE LIABLE TO CUSTOMER OR ANY AUTHORIZED USER FOR (A) ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, INCLUDING REPLACEMENT COSTS AND/OR ANY LOSSES RELATING TO CUSTOMER OR CUSTOMER'S BUSINESS, SUCH AS LOST DATA, LOST PROFITS, BUSINESS

INTERRUPTION, OR LOST SAVINGS, EVEN IF COMPANY OR ITS THIRD PARTY LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) ANY CLAIM BY ANY THIRD PARTY. IF CUSTOMER COULD HAVE AVOIDED DAMAGES BY TAKING REASONABLE CARE, NEITHER COMPANY NOR COMPANY'S THIRD PARTY LICENSORS WILL BE LIABLE FOR SUCH LOSSES. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL COMPANY'S TOTAL LIABILITY UNDER THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, EXCEED THE CUMULATIVE PAYMENTS RECEIVED BY COMPANY FROM CUSTOMER UNDER THIS AGREEMENT. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, IN SUCH STATES OR JURISDICTIONS, COMPANY'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

11. TERMINATION AND SURVIVAL.

A. Term. Subject to the terms hereof, this License Agreement is effective for the term of each Order Form and all Application subscription and service periods thereunder ("Term"). Customer may terminate any Order Form and its rights under this License at any time by providing thirty (30) days prior written notice to Company, *provided however*, that, except in the event of Customer's termination of an Order Form for Company's uncured material breach, Customer will not be entitled to any refund of any license, subscription, service, or other fees set forth in the Order Form, or any portion thereof, unless otherwise expressly agreed by Company in writing in the applicable Order Form. For clarity, except in the event of Company's termination of an order or this License due to material breach by Customer, the term of any individual subscription license acquired under this License shall be as set forth in the applicable accepted Order Form, and the rights in such subscription licenses shall not be transferred from the Customer entity named as the receiving party in the applicable Order Form to any other entity. By accepting this License, Customer authorizes Company to immediately suspend and/or terminate Customer's and/or any Authorized User's rights, without notice, under this License, including access to the Application, if Customer or any Authorized User fails to comply materially with any terms of this License, including the prompt payment of fees set forth in the applicable Order Form. Restrictions imposed by Company for a breach of this License may include, but are not restricted to:

(i) Terminating the IP address of a non-compliant workstation; and
(ii) Terminating account access to the Application.

B. Termination. Subject to the terms herein, upon receipt of notice of termination, Customer and any Authorized User shall cease all use of the Application. Company may require Customer to certify in writing that Customer has complied with this requirement. Customer Data (as defined herein) is available for export in reports by Customer's designated Enterprise Administrator(s) at any time during the applicable Application subscription period through self-service tools within the Application administrator portal. Upon termination of this Agreement and all access to the Application and/or service, and/or upon Customer's written request, Company will, unless otherwise legally required, initiate its processes to securely remove, delete and/or otherwise render unreadable or undecipherable Customer Data in its possession within sixty (60) days from the date such written request was received by Company in accordance with Company's then-current data removal protocols; otherwise, Company will remove such Customer Data within a commercially reasonable period of time. Upon completion of such removal and upon written request, Company will provide written confirmation to Customer that such Customer Data has been disposed of in accordance with the foregoing. All terms, provisions, obligations, or restrictions herein that expressly or by their nature are to continue after termination shall survive the termination of this License for any reason, but this sentence shall not imply or create any continued right to use the Application after termination of this License.

12. CONFIDENTIALITY.

Obligations. Subject to any legal obligations on Customer with respect to public/open records requirements, each Party agrees to hold Confidential Information, as defined herein, of the other Party in confidence, and not use or disclose it to an unauthorized third party as long as the information is confidential. The receiving party will protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of Confidential Information as the receiving Party uses to protect its own Confidential Information of like nature. “Confidential Information” means any proprietary information exchanged between the Parties, which is (i) marked “confidential” or “proprietary” at the time of disclosure by the disclosing Party; or (ii) by its nature or content is reasonably distinguishable as confidential or proprietary to the disclosing Party, and includes, without limitation, information regarding a Party’s technology, designs, techniques, research, know-how, current or future products or business plans, pricing, customers, employee information, data, policies or practices, and other business and technical information, and shall include, to the extent permitted under applicable law, the terms and conditions of this Agreement or of any Order Form and the pricing provisions thereof. The receiving Party may disclose the Confidential Information to its employees, agents, contractors, and legal or financial advisers only as necessary and in relation to the performance of such Party’s obligations with respect to this Agreement, and provided such parties have executed written nondisclosure commitments protecting the Confidential Information consistent with the terms and obligations under this Agreement, or as may be required under regulatory requirements.

Exclusions. Confidential Information will not include information that (a) is made generally available in the public domain prior to time of disclosure; (b) is or becomes publicly available through no act or omission by the receiving Party; (c) was already in the receiving Party’s possession without restriction before receipt from the disclosing Party and was not subject to a duty of confidentiality; (d) is rightfully disclosed to the receiving Party by a third party without confidentiality restrictions; or (e) that the receiving Party independently developed without use of or reference to Confidential Information. The receiving Party may disclose the disclosing Party’s Confidential Information as required by law or court order provided: (i) the receiving Party reasonably notifies the disclosing Party in writing of the requirement for disclosure, unless such notice is prohibited by law; and (ii) discloses only that portion of the Confidential Information legally required.

13. DATA COLLECTION, PROCESSING, PRIVACY & SECURITY.

The Parties understand and agree that use of the Application and associated services involves the receipt, processing, review, and analysis by Company of personally identifiable information of Customer’s Authorized Users (“Customer Data”). As between the Parties, Customer Data is, and remains, the property of Customer as controller of the Customer Data, and Company acts as service provider and processor of the Customer Data under this Agreement.

Company confirms that it will use Customer Data solely to enable Company to provision and support its Applications and associated services and operations, to fulfill its obligations to Customer under and in accordance with this Agreement, and as provided under applicable law.

Company covenants and agrees that it has and will at all times during the Term of this Agreement and while Company is in possession of Customer Data, maintain an information security program that includes reasonable and appropriate administrative, technical, physical, organizational and operational safeguards, and other security measures designed to safeguard Customer Data while in Company’s systems from unauthorized access, loss, misuse and/or alteration, consistent with standards in the educational technology service provider industry and the requirements of applicable law. Company agrees that it will restrict access to Customer Data to Company employees and authorized agents and

providers who require access to such information to enable Company to provision and support its Applications and services to its customers, and who are under contractual obligations of confidentiality to Company. Company shall at all times be fully responsible to Customer under this Agreement for Company employees, authorized agents, and providers.

If Customer is a U.S. school, U.S. school district, or U.S. state or federal agency, and Customer Data includes personally identifiable information about a student protected under the Family Educational Rights and Privacy Act of 1974, as amended (20 U.S.C. § 1232g et seq.) or other applicable state student educational records privacy law ("FERPA Protected Data"), Company covenants and agrees that shall use and process such FERPA Protected Data in compliance with FERPA and such applicable state student records privacy law. Customer agrees that Company shall be considered a "School Official" for its institution for purposes of the performance of services under this Agreement in accordance with FERPA, and Company shall provide reasonable assistance to Customer with respect to Customer's compliance obligations thereunder. In addition to any other terms entered into between Customer and Company with respect to Company's handling of Customer Data including FERPA Protected Data, Company shall process such Customer Data in accordance with Company's Student Records Privacy Statement & Security Plan.

If an Authorized User (that is not the Customer Enterprise Administrator), or if a parent, legal guardian, or student contacts Company with a request to review, modify, export, or delete Customer Data, or if an agency, court, law enforcement or other entity requests access to Customer Data, Company will (unless prohibited by writ or compulsory legal process) promptly direct the requesting individual or entity to contact the Customer, and/or notify Customer of the request, and thereafter, Company will use reasonable and good faith efforts to assist Customer in fulfilling any such requests, as directed by the Customer.

Notwithstanding the foregoing or anything to the contrary, the Parties acknowledge and agree that, consistent with applicable law, Company may collect, use, analyze, and retain data generated through the use by Customer and Authorized Users of the Application and services from which all personally identifiable information and individually identifying attributes have been removed ("De-identified Data") for benchmarking, development of best practices, improvement or development of Company's educational products and services, and/or for educational research and statistical purposes, without reimbursement to or prior notice or authorization from Customer. Company agrees that it will not use or publish materials utilizing such De-identified Data in any way that identifies Customer or any Authorized User as the source of that data without the prior written consent of Customer or Authorized User. Company shall in no event attempt to re-identify De-identified Data or authorize others to do so.

14. FEES AND PAYMENTS.

Customer agrees to pay Company the fees for the Application and services as set forth on the applicable Order Form. Unless otherwise expressly agreed in writing, Company shall invoice Customer for the total amount stated on each Order Form. Unless otherwise specified in the Order Form, all invoiced amounts shall be due and payable within thirty (30) days of date of invoice. Payments due hereunder shall be made by Customer without any deduction, setoff or bank charges, to Company at the banking institution in the United States designated by Company in U.S. dollars, unless otherwise mutually agreed and expressly set forth in the applicable Order Form. Except as expressly provided herein, all payments made by Customer are non-refundable. Unless expressly prohibited under applicable law, overdue payments (other than amounts that are the subject of a legitimate dispute) shall accrue interest at the lesser of one and one half percent (1.5%) per month or the maximum allowable interest under applicable law from the due date until paid, and Customer shall pay Company's costs of collection, including Company's reasonable attorneys' fees and court costs. The amounts due to Company as set forth in the applicable Order Form do not include, and Customer shall be solely responsible for payment of, any sales, use, property, value-added or other taxes (including any amounts to be withheld for the purpose of paying the foregoing) relating to, resulting from or based on Customer's purchase and/or use of the Application. If Company is required to pay any of the foregoing taxes, then such taxes shall be billed to and promptly paid by Customer.

15. GOVERNING LAW AND FORUM.

A. Governing Law. This License and each Order Form will be governed in all respects, by and construed in accordance with the laws of the Commonwealth of Virginia, USA, without reference to its principles relating to conflicts of law, and each Party agrees that any action arising out of or related to this License must be brought exclusively in a U.S. state or Federal court in the Commonwealth of Virginia, *provided however*, that if Customer is a U.S. public school or school district, or an agency or department of the U.S. federal or any state government, then any claims or disputes between the Parties related to this License shall be governed by the laws of the state identified in Customer's address as set forth in the applicable Order Form, and all actions shall be brought in the appropriate state or federal courts located in such state.

B. Notwithstanding Section 15A above, if the Company address specified on the Order Form is in Canada, this Agreement shall be governed by and construed in accordance with the law of the Province of Ontario and the federal laws of Canada applicable thereto, excluding those provisions relating to conflicts of laws. The Parties hereby irrevocably attorn to the jurisdiction of the courts of the Province of Ontario or the Federal Court of Canada sitting in that province.

C. Exclusion. This License shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

D. Injunctive Relief. Notwithstanding the above, Company shall have the right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or other relief against Customer in the event that, in the opinion of Company, such action is necessary or desirable.

16. ENTIRE AGREEMENT, TRANSLATION, ASSIGNMENT.

A. Entire Agreement. Except as expressly provided herein, this License constitutes the entire agreement between the Parties with respect to the use of the Application by Customer and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this License, or action, or delay, will be binding upon Company unless in writing and signed by Company.

C. Assignment. Neither Party may assign or transfer this License and/or any rights or obligations hereunder, in whole or in part, to another Party at any time without the prior consent of the other Party; provided, however, that, unless otherwise expressly required under applicable law, prior consent shall not be required for an assignment by Company to an affiliate and/or in connection with a name change, merger, acquisition, reorganization or transfer of all or substantially all of its stock, assets or business.

17. SEVERABILITY.

All provisions of this License apply to the maximum extent permitted by applicable law. If any part of this License is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this License will continue in effect.

18. EXPORT.

Customer acknowledges that the Application is subject to U.S. export jurisdiction. Customer agrees to comply with all applicable international and national laws that apply to the Application, including the U.S. Export Administration Regulations and Office of Foreign Assets Control Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. and other governments.

19. FORCE MAJEURE.

No failure or omission by either Party to carry out or observe any of the terms and conditions of this License (other than payment obligations) shall give rise to any claim against such Party or be deemed a breach of this License if such failure or omission arises from an act of God or any other force majeure, an act of any government, or any other cause beyond the reasonable control of the affected Party.

20. WAIVER.

Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this License shall not be deemed a waiver of that term, covenant, or condition or of any other term, covenant, or condition of this License. Any waiver of relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.

21. THIRD PARTY RIGHTS.

Except as expressly set forth herein, nothing in this License shall be construed as giving any person or entity, other than the Parties hereto and their successors and permitted assigns, any right, remedy, or claim under or in respect of this License or any provision hereof.

22. U.S. GOVERNMENT RIGHTS.

If Customer is a U.S. government entity, Customer acknowledges that elements of the Company Application constitute software and documentation and are provided as “Commercial Items” as defined at 48 C.F.R. § 2.101, and are being licensed to U.S. government end users as commercial computer software subject to the restricted rights described in 48 C.F.R. §§ 2.101, 12.212.

23. NOTICES.

Notices, requests, or other communications hereunder shall be in writing, addressed to the Parties at the addresses set forth in the Order Form and/or in the case of Customer, to the Customer Enterprise Administrator. Notices mailed by registered or certified mail shall be conclusively deemed to have been received by the addressee on the fifth (5th) business day following the mailing of sending thereof. If either Party wishes to alter the address to which communications to it are sent, it may do so by providing the new address, in writing, to the other Party.

Last Revised: May 22, 2020

EXHIBIT D

Core5 Reading & PowerUp Literacy

STUDENT SUBSCRIPTION OPTIONS
Core5 Reading & PowerUp Literacy

	1 year Term
50 Student Licenses + Lexia Academy Plus, per site, per year	$2,750
100 Student Licenses + Virtual Implementation Support, per site, per year	$5,400

** Additional Student Licenses may be added to the above packages at $40/ license/yr*

UNLIMITED SCHOOL SUBSCRIPTION with Implementation Support Package
Core5 Reading & PowerUp Literacy

	1 year
Unlimited Site License + Implementation Support, per site, per year	$11,900

UNLIMITED SCHOOL SUBSCRIPTION with Implementation Support Package - Includes 2 Days of On-Site Professional Learning
Core5 Reading & PowerUp Literacy

	1 year
Unlimited Site License + Implementation Support + 2 days of on-site professional learning, per site, per year	$14,400

Additional Services for Core5 Reading & PowerUp Literacy

Lexia Literacy Annual Virtual Implementation Partnership, per program, per site	$2,000
Lexia Academy Plus Annual Subscription, per site	$750
Lexia Literacy Annual Implementation Partnership, per program per site	$3,500
Lexia Literacy Live Online Professional Learning, per program, per session	$600
Lexia Literacy Professional Learning, 1 day, per program	$2,500
District Success Partnership Annual Subscription - Special Populations	$7,900
District Success Partnership Annual Subscription	$9,900

NOTE- The above offerings are inclusive of:

i. Professional development and training for HCPS new hires working with reading RTI Tier II and Tier III interventions beyond the first year of implementation.
ii. Consumable materials as they are delivered on demand within the software to be given to students either digitally or printed for individual students as needed.
iii. Materials for RTI Tier II and Tier III interventions for secondary (grades 6-12) writing skills.

ORDER PROCESS

The District Customer may order subscription licenses and/or services offered under this Proposal by contacting the Lexia representative who will prepare an order quote which will detail the type, number units, and term of the Lexia subscription licenses and/or services, as described and at the prices offered under this Proposal, along with a unique quote number reference for the order quote. To confirm an order, the Customer may fax the quote, along with the applicable purchase order, to: (978) 287-0062, or send by email to the Lexia sales representative's email address listed in the quote. Note: Each purchase order must reference the correct quote number (provided on the applicable quote), and should include a copy of the quote. Lexia's receipt and acceptance of the purchase order will be the basis for order confirmation.

TERMS & CONDITIONS

**Prices included herein and in each order quote are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax-exempt status upon request. Pricing is valid 60 days. Lexia will invoice the total price set forth above upon Customer's acceptance. Payment is due net 30 days of invoice.

TERM

This quote serves as an Order Agreement and becomes effective upon its acceptance by both parties. The Product/Services purchased pursuant to this Agreement will begin on or about the start date set forth above and continue in effect for the Product/Service Term set forth above ("Subscription Period"). Unless otherwise set forth herein, all Product licenses shall have the same start and end dates, all Products are deemed delivered upon provisioning of license availability, and all Services must be used within the Subscription Period; unused Product licenses or Services are not eligible for refund or credit. Onsite training fulfilled with virtual training equivalency as needed. Virtual training equivalency = four (4) live online sessions for each onsite training day session. Without prejudice to its other rights, Lexia may suspend delivery of the Product/Services in the event that Customer fails to make any payment when due.

ACCEPTANCE

All Lexia Products and Services are offered subject to the Lexia Application License Agreement terms, available at http://lexialearning.com/privacy/eula (the "License"), as modified by the terms herein and in the applicable quote. By placing an order in response to a quote, Customer confirms its acceptance of the License and the terms and fees in the quote, which together, constitute the entire agreement between Customer and Lexia regarding the Products and Services thereunder (the "Agreement"). Customer and Lexia agree that the terms and conditions of the Agreement supersede any additional or inconsistent terms or provision in any Customer drafted purchase order, which shall be of no effect, or any communications, whether written or oral, between Customer and Lexia Learning relating to the subject matter hereof. In the event of any conflict, the terms of the Agreement shall govern.

EXHIBIT E

April 6, 2021

Henrico County Public Schools
RFP 21-2114-3EMF RTI Reading (K-12) Curriculum Tier II and Tier III

Anita Baker
(757)202-7031
anita.baker@lexialearning.com

April 6, 2021

Eileen Falcone
Assistant Purchasing Division Director
Henrico County Public Schools
8600 Staples Mill Road
Henrico, Va. 23273

Dear Ms Falcone,

Lexia Learning, a Cambium Company, is one of the best-known and most highly respected reading-technology companies in the world. We appreciate the time and thoughtful questions of your committee members on March 30, 2021.

When we met, your committee requested the following follow-up items:

- Product Questions
    - What counts as activity?
    - How is time tracked? Does the program time-out?
    - How do we know if they're just clicking through the content?
    - Placement-once student is placed can teacher change the placement?

- Pricing & Terms Questions
    - Attachment "G"
    - Full Price Sheet & Terms
    - Tab 10: Exceptions & Clarifications
    - Pricing Scenario- Round 2 sheets

Committee members can find these answers below. Lexia Learning is pleased to partner with your division to evaluate Lexia Core5 and PowerUp Literacy to improve reading achievement of Henrico County students! Should you have any further questions regarding our submission or the below responses, please contact me directly: (757)202-7031 or anita.baker@lexialearning.com

Sincerely,

Anita Baker
Account Executive, Virginia
Lexia Learning Systems LLC

Table of Contents

Product Questions 5
Pricing Related Items 9

Product Questions

What counts as active usage?

Active usage is defined as a student interacting with the software, whether it be responding through clicking or tapping responses or, for example, asking the program to repeat directions. The time when a student is active in an activity is the time recorded.

How is time tracked? Does the program time-out?

Sometimes students do not actually log out of Core5 when they are done working--they may walk away from the computer or device, close the browser window, close the laptop, or press the home button on the iPad. When this happens, the system still considers their session open, until it logs them off after 20 minutes of inactivity.

How do we know if a student is just clicking through the content?

In myLexia, there are several ways to see if a student is clicking through content. If students are consistently getting incorrect answers and drops down to the instructional step twice in the software, a Lexia Lesson alert will be delivered to the teacher(s) for that student.

Teachers can also see how a student is responding in the Detailed Student Skills Report in Core5 and the Skills Report in PowerUp Literacy. This report provides detailed insight into a student's work in any level and the data to deliver targeted and personalized offline instruction. Educators can glean additional information about a student's rate, accuracy and how many times the student has repeated the steps in the instructional branching of a unit. Students with patterns of multiple step attempts in an activity indicates if they are struggling and could mean they are just clicking through the content, especially if the amount of time on that activity is short. Use the identified subskills to plan offline instruction, and look at the student's history in previous units to determine if this skill has consistently been a problem for the student. The student could be frustrated, especially if they have been in need of an offline, teacher led Lexia Lesson.

Placement-once student is placed can teacher change the placement?

Yes, a student's program placement assignment can be changed in Lexia® Core5® Reading and PowerUp Literacy, either before or after the student uses Auto Placement. Instructions for managing student assignments are provided for exception cases only, such as when an educator feels a student was distracted or did not do their best work. Students are automatically placed in Core5 the first time they log in after completing the Auto Placement activities. Some reasons why Auto Placement may be reset are:

- **Retake Auto Placement**: You would like to have a student retake the auto placement.

- **Change program assignment**: If you would like to change a student's reading program assignment, you need to reset their account.

- **Compromised account**: You may want to reset a student's account if their data was compromised (e.g., someone other than the student used the account).

Core5 Reading Student Detailed Skills Report

What does this report display?
The Student Detailed Skills Report for students using Core5 provides information on the student's work within each activity at the unit level. It displays detailed, diagnostic information about the student's session, including the date/ time that the student accessed an activity, the amount of time the student spent in each unit, the specific errors that the student made in the skill, and the number of attempts made at each branching step.

Use the "View Units By" selector at the top of the report to view units in the student's current level grouped by activity, by date, or by activity and date. When viewing by "Activity" or "Activity and Date," activity information including total time, progress, and overall activity accuracy and rate displays.

The "Type of Error" column displays the specific subskill(s) that the student erred on while in the Standard step. For the Passage Fluency Levels 12 through 18, the words per minute (wpm) is calculated based on the time in which the student completed the unit compared to the number of words in the passage. The step attempts column displays the number of total attempts at the Standard, Practice and Instruction steps of the unit. Students who complete a unit without dropping to the Practice or Instruction steps have one step attempt at the Standard step.

When does this report get updated?
The information in this report is updated in real-time (after student logout).

How should I use this report?
This report provides you with detailed insight into a student's work in any level of Core5, and gives you the data to deliver targeted and personalized offline instruction. You can glean additional information about how many times the student has repeated the Standard, Guided Practice, and Instruction Step of a unit. Pay attention to students with patterns of multiple step attempts in an activity. Use the identified subskills to plan offline instruction, and look at the student's history in previous units to determine if this skill has consistently been a problem for the student. This report also shows the time of day of use to assist educators in monitoring school-to-home use, as well as session length totals to ensure the student is receiving regular, consistent usage. When viewing by "Date," you can understand how the student manages their time in Core5. Do they work through units to completion, or constantly change activities? Looking for these patterns can explain why students with consistent usage may not be making progress in the program.

Example Student Detailed Skills Report

‹ Alfreda Lash Skill Progress

Alfreda Lash Detailed Skills

4th Grade

View Units By: **Activity** | Date | Activity and Date

Core5 Level 15 25% Complete (19 out of 77 Units) | Started On: Oct 25, 2012 | Last Used: Jan 22, 2013 | As of: Feb 1, 2013

Activity/Unit	Unit Time	Unit Description	Type of Error & WPM	Step Attempts
Sight Words 7 Total Unit Time: 01:04:35	Current Unit: 6 out of 19	Total Attempts: 11	Accuracy: **Low**	Rate: **Slow**
1	4:11	Recognition Task (earth, whose, young, danger, during)		1
2	18:50	Construction Task (earth, whose, young, danger, during)	whose	7
3	2:53	Phrases (earth, whose, young, danger, during)		1
4	1:37	Automaticity Task (earth, whose, young, danger, during)		1
5	5:44	Recognition Task (except, answer, through, caught, together)		1
6	31:20	Construction Task (except, answer, through, caught, together)	except	11
Multiple Meaning Words 2 Total Unit Time: 24:50	Current Unit: 6 out of 10	Total Attempts: 12	Accuracy: Medium	Rate: Slow
1	2:35	bed, bug, cap, fan, kid, lap, tip		1
2	4:56	leg, pen, pin, cast, block, chip, clip	clip	4
3	6:16	duck, glass, rock, run, top, set, snap	snap, run, top	7
4	6:20	shake, shed, stick, safe, track, trip, trunk	trip, trunk	7
5	4:43	note, plug, wave, foot, left, nail, yard		1

Standard Instruction
Guided Practice
Direct Instruction

PowerUp Literacy Student Skills Report

The PowerUp Student Skills Report provides a summary of a student's progress and detailed performance data (including activity-level accuracy and rate) across school years. Use this report to understand how the student performs in specific reading skills.

‹ Grade 6 ELA Skill Status

Jose Bermudez Skills

6th Grade

Strand	Foundational (K-2)	Intermediate (3-5)	Advanced (6-8)	Units This Year	Units to Finish Level	Units to Target
Word Study	48%			14	15	361
Grammar	25%			8	24	224
Comprehension	✓ ✓ 23%			89	31	394

Auto/Manual Placement ✓ Completed Level Current School Year

Hide Chart

View Strand: Word Study | Grammar | **Comprehension** View Level: All Levels

Activity Name	Unit	Percent Complete	Accuracy	Rate
Level 3: Expectation	9 of 40	23%	Started on Oct 20, 2017	Last used on Nov 2, 2017
1: Theme - Title 1: Thief & King, Title 2: Think...or Sink	9 of 10	90%	Medium	Slow
2: Sensory Language- Title 1: Churros, Title 2: Heat Wave	0 of 10	Not Started		
3: Fig.Language - Title 1: On the Platform, Title 2: Fireflies	0 of 10	Not Started		
4: Tone & Mood- Title 1: Ocean View, Title 2: The Rose	0 of 10	Not Started		
Level 2: Perceptiveness	40 of 40	Completed	Started on Oct 12, 2017	Completed on Oct 12, 2017
1: Compare & Contrast - Text 1: Mastadons, Text 2: Mermaids	10 of 10	100%	Medium	Average
2: Cause & Effect- Title 1: Titantic, Title 2: Disease	10 of 10	100%	High	Slow

Print

PowerUp Student Skills Report	
1	The top section displays a summary view of a student's progress through PowerUp that allows you to track past completion of levels and current status. Each bar segment represents a PowerUp level. A blue check mark indicates that the student has completed the level. If a level is gray, this indicates that the student bypassed that level, either as a result of Auto Placement or manual placement. Levels that the student has completed in the current school year are shaded blue.
2	The **Units This Year** column displays the number of units the student completed in each strand this school year, including any units that the student was manually advanced over or units that the student "Powered Up" over in the Comprehension strand. The **Units to Finish** Level column displays the number of units to finish the current level in each strand. The **Units to Target** column displays the number of units to finish that strand.
3	Use the **View Strand** buttons in order to view student progress and status in each strand.
4	Use the **View Level** menu to view information about the student's current level (default) or all levels.
5	In the table, the shaded rows display each program level (with the activities in the level underneath). The shaded level row displays the total number of units in the level, the percentage of the level that the student completed, when the student started the level, and when the student completed or last used the level.
6	In the table, each PowerUp activity displays the total number of units in the activity, the percentage of the activity that the student completed, and the student's cumulative accuracy and rate in the activity. Students need to complete at least one unit in the activity in order for accuracy and rate to display. The Accuracy categories are determined by comparing the student's % accuracy (correct responses divided by total responses) to a sample of PowerUp students: • High: student's accuracy is above the 75th percentile • Medium: student's accuracy is between the 25th and 75th percentile • Low: student's accuracy is below the 25th percentile The Rate categories are determined by comparing the student's time on task to a sample of PowerUp students: • Fast: student's rate is above the 75th percentile • Average: student's accuracy is between the 25th and 75th percentile • Slow: student's accuracy is below the 25th percentile The accuracy and rate indicators can be used to determine if the student is working through the activity in a manner similar to other PowerUp students or whether the student is struggling in terms of accuracy and/or rate. Pay attention to activities in which the student is "Low" in accuracy and/or "Slow" in rate. This is an indicator that, although the student completed the skills, the student may benefit from additional focus in this area.
7	The Struggling icon displays for students who struggled at least once in that activity. Look for this icon in order to gain an understanding of the student's historical patterns of struggling. The Listen Mode icon displays to indicate that the student activated Listen Mode at least once in that activity. Listen Mode is available in Comprehension tasks and select Word Study tasks. When the student activates Listen Mode, the student can select any text (including text in artwork) to hear that text read aloud. This feature helps students with low decoding skills.
8	Use the Print button to generate a PDF of the Student Skill Report. Note that all strands will display in the PDF; the PDF will take into account the View Level drop-down menu and either print only the current level or all levels.

Pricing Related Items

Please see the following requested items below

- **Attachment "G"**

  - These are from our full submission. The details of the breakdown of these prices are contained in the Pricing Scenario Sheet below.

- **Full Price Sheet & Terms**

- **Tab 10: Exceptions & Clarifications**

  - These are pulled from our full submission as well.

- **Pricing Scenario- Round 2 sheets**

TAB 8 – Pricing

In this tab, offerors shall provide a detailed pricing schedule. The price shall include all costs associated with providing the services and materials outlined in Sec. II and Sec.III of this RFP.

a. List all categories separately, itemized for evaluation such as material cost, training of County staff, projected man-hours, hourly rates, etc.

b. Include a statement that the Offeror will provide all services as outlined in their proposal.

c. Provide all costs for annual services for each program being offered up to five years. To include the following:

i. Provide a cost proposal for professional development and training for HCPS new hires working with reading RTI Tier II and Tier III interventions beyond the first year of implementation.

ii. Provide a separate cost for consumable materials.

iii. Provide a separate cost for RTI Tier II and Tier III interventions for secondary (grades 6-12) writing skills.

d. Provide pricing for Year 1 on Attachment G, based on your firm's pricing model. If more than one program is being offered, offers must provide a separate Attachment G for each program being offered.

Lexia Learning agrees to provide all services as outlined in this proposal. Please refer to Attachment G and the Lexia pricing options on the following pages. No consumable materials are included.

PROGRAM BEING OFFERED:_Core5 Reading_Offeror Name:_Lexia Learning Systems LLC

For evaluation purposes, provide pricing for each grade level offered based on your firm's pricing model and the information listed below.

Provide total cost per class, Professional Development, Licenses, and Consumeables for each year. Provide one worksheet per program your firm is

	YEAR 1
Grade Level	
K	$1,150
1	$1,150
2	$1,150
3	$1,150
4	$1,150
5	$1,150
6	
7	
8	
9	
10	
11	
12	
Professional Development -	0
Lexia Academy Plus - Included with purchase	
Licenses - 10 Student Licenses	
Consumeables - Included with purchase	0
Grand Total	$6,900

Class size: 10 Students per class/1 teacher
Provide total cost per class, Professional Development, Licenses, and Consumeables for each year. Provide one worksheet per program your firm is offering.

PROGRAM BEING OFFERED:_PowerUp Literacy_Offeror Name:_Lexia Learning Systems LLC

For evaluation purposes, provide pricing for each grade level offered based on your firm's pricing model and the information listed below.

Provide total cost per class, Professional Development, Licenses, and Consumeables for each year. Provide one worksheet per program your firm is

	YEAR 1
Grade Level	
K	
1	
2	
3	
4	
5	
6	$1,150
7	$1,150
8	$1,150
9	$1,150
10	$1,150
11	$1,150
12	$1,150
Professional Development -	0
Lexia Academy Plus - Included with purchase	
Licenses -	
10 Student Licenses	
Consumeables - Included with purchase	0
Grand Total	$8,050

Class size: 10 Students per class/1 teacher
Provide total cost per class, Professional Development, Licenses, and Consumeables for each year. Provide one worksheet per program your firm is offering.

Core5 Reading & PowerUp Literacy

STUDENT SUBSCRIPTION OPTIONS	
Core5 Reading & PowerUp Literacy	
	1 year Term
50 Student Licenses + Lexia Academy Plus, per site, per year	$2,750
100 Student Licenses + Virtual Implementation Support, per site, per year	$5,400
** Additional Student Licenses may be added to the above packages at $40/ license/yr*	

UNLIMITED SCHOOL SUBSCRIPTION with Implementation Support Package	
Core5 Reading & PowerUp Literacy	
	1 year
Unlimited Site License + Implementation Support, per site, per year	$11,900

UNLIMITED SCHOOL SUBSCRIPTION with Implementation Support Package - Includes 2 Days of On-Site Professional Learning	
Core5 Reading & PowerUp Literacy	
	1 year
Unlimited Site License + Implementation Support + 2 days of on-site professional learning, per site, per year	$14,400

Additional Services for Core5 Reading & PowerUp Literacy

Lexia Literacy Annual Virtual Implementation Partnership, per program, per site	$2,000
Lexia Academy Plus Annual Subscription, per site	$750
Lexia Literacy Annual Implementation Partnership, per program per site	$3,500
Lexia Literacy Live Online Professional Learning, per program, per session	$600
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District Success Partnership Annual Subscription	$9,900

NOTE- The above offerings are inclusive of:

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ORDER PROCESS

The District Customer may order subscription licenses and/or services offered under this Proposal by contacting the Lexia representative who will prepare an order quote which will detail the type, number units, and term of the Lexia subscription licenses and/or services, as described and at the prices offered under this Proposal, along with a unique quote number reference for the order quote. To confirm an order, the Customer may fax the quote, along with the applicable purchase order, to: (978) 287-0062, or send by email to the Lexia sales representative's email address listed in the quote. Note: Each purchase order must reference the correct quote number (provided on the applicable quote), and should include a copy of the quote. Lexia's receipt and acceptance of the purchase order will be the basis for order confirmation.

TERMS & CONDITIONS

**Prices included herein and in each order quote are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax-exempt status upon request. Pricing is valid 60 days. Lexia will invoice the total price set forth above upon Customer's acceptance. Payment is due net 30 days of invoice.

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TAB 10 – 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.

Please refer to the clarifying exceptions included on the following pages.

Lexia Learning Systems LLC
Statement of Exceptions and Clarifications to:
County of Henrico
Request for Proposals for:
RFP No. 21-2114-2EMF

Lexia Learning Systems LLC ("Lexia") hereby provides its Statement of Exceptions and Clarifications ("Statement") to the above titled request for proposal (the "RFP") of the County of Henrico (the "District"), under which Lexia will be an authorized vendor to provide its Lexia® online hosted literacy subscription products and ancillary and supplemental materials and services, as identified in its RFP proposal (each, the "Product") to the District. This Statement clarifies and supplements Lexia's response to the RFP ("Proposal"), as well as any resulting contract between the District and Lexia.

Additional exceptions and clarifications to the District's RFP documentation including ***Standard Terms and Conditions***, are identified as clarification comments in the following table:

Clarifying Exceptions to County of Henrico's RFP

Number	Exception/Clarification
1	**Payment Terms -** Lexia will accept payment terms as follows: Net 30 days from the date of the District's receipt of invoice.
2	**Ownership of Deliverable and Related Products –** Lexia views this provision as not applicable to this RFP, because all products and services included in this proposal are licensed to the District.
3	**Termination for Convenience -** Lexia licenses are paid annually, and are not subject to offset or reimbursement for termination prior to the end of the then-current annual license year. Accordingly, Lexia views this section as not applicable to the current proposal.
4	**Updates and/or New Products -** Lexia anticipates that its products and solutions will evolve in the course of a multi-year contract and therefore reserves the right to upgrade, update or replace existing versions of the Product being currently offered with a comparable learning solution. Lexia may provide certain alterations, modifications, patches or other changes ("Updates") to the Product licensed under the Contract that Lexia determines to make generally available to users of such Product at no additional charge. All Updates, upon delivery, will automatically become part of the applicable Product, subject to the terms of the RFP and the License. Updates will exclude any upgrades, new releases or new versions of the Product ("new products") not offered by Lexia under this RFP. New products that meet the specifications detailed in the RFP may be added to this Contract, with prior written approval from the District. Pricing of any new products shall be equivalent to the percentage discount or proposed prices for other similar products. Lexia reserves the right to discontinue and/or to replace any Product with a product of materially similar functionality during the term or any renewal, provided however, that Lexia will use commercially reasonable efforts to notify the District as soon as practicable of such change and continue to provide and support existing Product through the remainder of any existing annual subscription license term. Lexia may replace or add products to the contract if: the replacing

	products are functionally equal to or superior to the original products offered or discounted in a similar degree or to a greater degree and the products meet the requirements of the RFP. No products may be added to avoid competitive procurement procedures. The District may reject any proposed additions, without cause, in its sole discretion.
5	**508 / ADEA Compliance** – Lexia products and services are compliant with federal and state disability accommodation regulations in conjunction with recommended usages by Customer. As needed, Lexia can advise customer on ways the product can be used in a compliant manner.
6	**Technical Audits** – All technical system audits will be conducted at a mutually agreed upon time and date and subject to a non-disclosure agreement where sensitive company information may be involved. Audits shall be conducted at District's expense.

Program Being offered: Core 5		**Offeror Name: Lexia Learning**
For evaluation purposes, provide pricing for each grade level offered based on your firm's pricing model and the information listed below.		
Class size: 10 Students per class/1 teacher Provide total cost per class, Professional Development, Licenses, and Consumeables for each year. Provide one worksheet per program your firm is offering.		
	YEAR	**Methodology - In this field provide math used to get to the price listed under" YEAR" for each**
Grade Level		
K	$1,150	10 student licenses @$40/each=$400. Lexia Academy Plus @$750.
1	$1,150	10 student licenses @$40/each=$400. Lexia Academy Plus @$750.
2	$1,150	10 student licenses @$40/each=$400. Lexia Academy Plus @$750.
3	$1,150	10 student licenses @$40/each=$400. Lexia Academy Plus @$750.
4	$1,150	10 student licenses @$40/each=$400. Lexia Academy Plus @$750.
5	$1,150	10 student licenses @$40/each=$400. Lexia Academy Plus @$750.
Professional Development - If not included in above price list here per class. If included in above price put "included" in column titled "Year"	Included	
Licenses -If not included in above price list here per class. If included in above price put "included" in column titled "Year"	Included	
Consumeables -If not included in above price list here per class. If included in above price put "included" in column titled "Year"	Provided digitally within the software	
Grand Total	$6,900.00	
Class size: 10 Students per class/1 teacher Provide total cost per class, Professional Development, Licenses, and Consumeables for each year. Provide one worksheet per program your firm is offering.		
Please note: Lexia Academy Plus is provisioned per school, not per teacher. Therefore, the $750 investment for Lexia Academy Plus would only be made once per school, not per class, for a 12 month term.		

Program Being offered: PowerUp		**Offeror Name: Lexia Learning**
For evaluation purposes, provide pricing for each grade level offered based on your firm's pricing model and the information listed below.		
Class size: 10 Students per class/1 teacher Provide total cost per class, Professional Development, Licenses, and Consumeables for each year. Provide one worksheet per program your firm is offering.		
	YEAR	**Methodology - In this field provide math used to get to the price listed under" YEAR" for each**
Grade Level		
6	$1,150	10 student licenses @$40/each=$400. Lexia Academy Plus @$750.
7	$1,150	10 student licenses @$40/each=$400. Lexia Academy Plus @$750.
8	$1,150	10 student licenses @$40/each=$400. Lexia Academy Plus @$750.
9	$1,150	10 student licenses @$40/each=$400. Lexia Academy Plus @$750.
10	$1,150	10 student licenses @$40/each=$400. Lexia Academy Plus @$750.
11	$1,150	10 student licenses @$40/each=$400. Lexia Academy Plus @$750.
12	$1,150	10 student licenses @$40/each=$400. Lexia Academy Plus @$750.
Professional Development - If not included in above price list here per class. If included in above price put "included" in column titled "Year"	Included	
Licenses -If not included in above price list here per class. If included in above price put "included" in column titled "Year"	Included	
Consumeables -If not included in above price list here per class. If included in above price put "included" in column titled "Year"	Provided digitally within the software	
Grand Total	$6,900.00	
Class size: 10 Students per class/1 teacher Provide total cost per class, Professional Development, Licenses, and Consumeables for each year. Provide one worksheet per program your firm is offering.		
Please note: Lexia Academy Plus is provisioned per school, not per teacher. Therefore, the $750 investment for Lexia Academy Plus would only be made once per school, not per class, for a 12 month term.		

EXHIBIT F

Henrico County Public Schools

RFP # 21-2114-2DMF—RTI Reading (K-12) Curriculum for Tier II and Tier III

March 5, 2021

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TAB 1 – Introduction and Signed Forms

March 3, 2021

Henrico County Public Schools
Attn: Eileen M. Falcone
8600 Staples Mill Road
Henrico, VA 23273

RE: RFP #21-2114-2EMF RTI Reading (K-12) Curriculum for Tier II and Tier III

Dear Eileen Falcone,

Lexia Learning Systems LLC is pleased to respond to RFP #21-2114-2EMF for RTI Reading (K-12) Curriculum for Tier II and Tier III. Lexia understands that the district is seeking program options that include specific research-based reading intervention materials to be used to support students in grades K – 12, to include exceptional education students, general education students, and English Language Learners (ELL).

The Lexia mission is to improve student literacy through the use of research-proven, technology-based programs. In response to the RFP specifications, Lexia recommends the following scientifically validated and research-proven programs.

Lexia® Core5® Reading, Grades PreK-5 (Core5) supports educators in providing differentiated literacy instruction for students of all abilities in grades PreK-5. The program provides explicit, systematic, personalized learning in the six areas of reading instruction, targeting skills gaps as they emerge, and providing teachers with the data and student-specific resources they need for individual or small-group instruction.

Lexia® PowerUp Literacy®, Grades 6+ (PowerUp) addresses gaps in fundamental literacy skills while helping students build the higher-order skills they need to comprehend, analyze, evaluate, and compare increasingly complex literary and informational texts. Blending online student-driven explicit instruction with offline teacher-delivered lessons and activities, PowerUp empowers secondary teachers to deliver the exact instruction each student needs to become a proficient reader.

If you require further information or clarification of any elements of this proposal, please contact Carol K. Keller, Director, Proposals & Funding, at 978-254-6320 or bidteam@lexialearning.com.

Sincerely,

Nick Gaehde
President
Lexia Learning Systems LLC

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.21-2114-2EMF RTI Reading (K-12) Curriculum for Tier II and Tier III**.

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

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

LEGAL NAME OF OFFEROR (DO NOT USE TRADE NAME):	
	Lexia Learning Systems LLC
ADDRESS:	300 Baker Ave., Ste. 320
	Concord, MA 01742
FEDERAL ID NO:	04-2848680
SIGNATURE:	
NAME OF PERSON SIGNING (PRINT):	Nick Gaehde
TITLE:	President
TELEPHONE:	800-435-3942
FAX:	978-287-0062
EMAIL ADDRESS:	bidteam@lexialearning.com
DATE:	March 3, 2021

ATTACHMENT B
BUSINESS CATEGORY CLASSIFICATION FORM

Company Legal Name: Lexia Learning Systems LLC

This form completed by: Signature: _____ Title: President

Date: March 3, 2021

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: T0571762 **-OR-**

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

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

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

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

ATTACHMENT D

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

NAME OF OFFEROR: Lexia Learning Systems 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
Not Applicable		

F. Direct Contact with Student Form - Attachment F

ATTACHMENT F
Direct Contact with Students Form

Name of Offeror: Lexia Learning Systems LLC

Pursuant to Va. Code § 22.1-296.1, as a condition of awarding a contract for the provision of services that require the contractor, his employees or subcontractors to have **direct contact with students** on school property during regular school hours or during school-sponsored activities, the school board shall require the contractor to provide certification that all persons who will provide such services have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

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

As part of this submission, I certify that the employees of, or subcontractors to, the above mentioned contractor that will be providing services that require direct contact with students to the School Board under the resulting contract will have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Furthermore, I understand that the duty to certify is ongoing and extends to future employees and employees of subcontractors for the duration of the contract.

Signature of Authorized Representative

Nick Gaehde

Printed Name of Authorized Representative

Printed Name of Offeror
(if different than Representative)

TAB 2 – Statement of the Scope

SECTION II – SCOPE OF SERVICES

1. The proposed solution shall cover remediation and intervention for all areas of reading (decoding, phonemic awareness, comprehension, fluency, and vocabulary). Offerors shall also include programs that offer comprehensive literacy support (including writing support) for our Tier I and Tier II students.

To meet the K-12 reading curriculum needs of Henrico County Public Schools, Lexia Learning proposes **Lexia® Core5® Reading** and **Lexia® PowerUp Literacy®**. Both products are robust web-based instructional programs with differentiated literacy instruction for students of all abilities, including Tier II and Tier III reading curriculum. Focusing on skills gaps and progressing students as they demonstrate mastery, the learning path for every student is individualized, so the content presented meets each student where they are—above-, below-, or on-grade level.

Core5 Reading, Grades PreK-5 is a technology-based, personalized reading program that provides explicit and systematic learning in six areas of reading instruction and delivers criterion and norm-referenced performance data without interrupting the flow of instruction. Designed for students in Grades PreK through 5, Core5 Reading provides a truly adaptive and individualized learning experience that enables students of all abilities to advance their reading skills in the areas of phonological awareness, phonics, structural analysis, fluency, vocabulary, and comprehension. This research-proven approach accelerates reading skill development, predicts students' year-end performance, and provides teachers with data-driven action plans to help differentiate instruction. The educator website, **myLexia®**, provides reports and resources for accelerating learning.

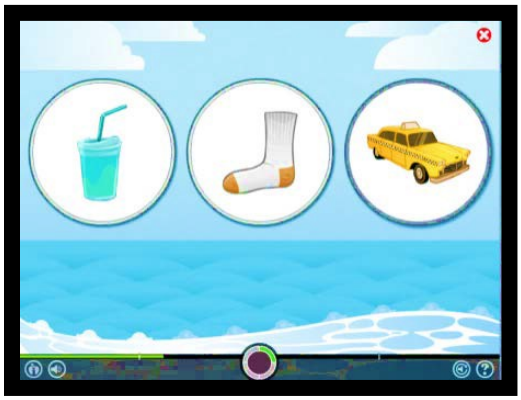
- For more information about Core5 Reading, please see: https://www.lexialearning.com/products/core5

Core5 Reading Instructional Content and Design

Core5 Reading provides all students—from at risk to on-level and advanced—a systematic and structured approach to six areas of reading, from phonological awareness to comprehension. The program creates a personalized learning path for each student through an adaptive placement and scaffolded activities that align to rigorous State Standards. Core5 Reading instructional activities engage students in these ways:

Phonological Awareness

During early activities in Core5 Reading, students develop phonological awareness through picture matching activities that emphasize recognition of rhyming words and the ability to blend syllables in spoken words. They also learn to segment spoken words by identifying the number of syllables they hear. Blending and segmenting activities begin with compound words and progress to three-syllable words.

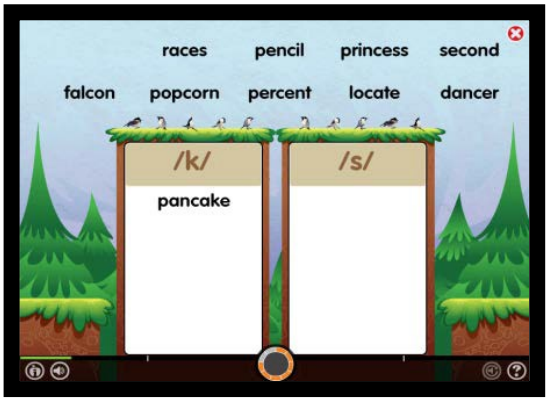


Once phonological awareness of syllables has been established, students begin to develop phonemic awareness by analyzing and synthesizing individual sounds in words. During phonemic awareness activities, they match pictures with the same beginning and ending sounds and also blend and segment individual phonemes in words. These phonemic awareness or sound-analysis skills are critical for learning phonic word attack strategies related to word identification and spelling.

Throughout the phonics activities in Core5 Reading, more complex phonemic awareness abilities involving the manipulation of sounds continue to develop.

Phonics

Phonics activities in Core5 Reading begin with building letter-sound correspondence knowledge and progress to include activities that require the application of this knowledge to decoding isolated words, as well as decodable phrases, sentences, and paragraphs. The use of decodable text for beginning readers is essential for building the skills necessary to identify unfamiliar words and supports the development of automatic word recognition skills. Students gain an understanding of syllable types, syllable division, and simple spelling rules that are based on letter-sound correspondences as they build their decoding skills.



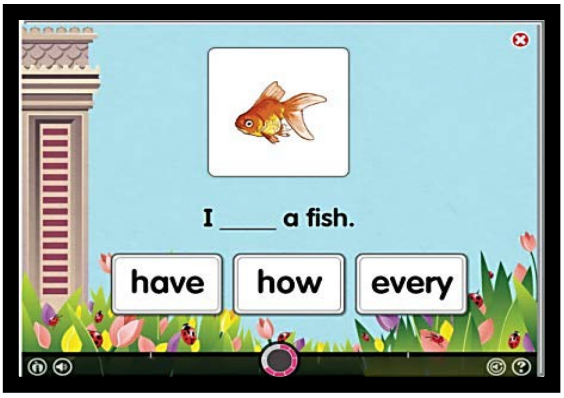
Initial phonics activities begin with identification of letter symbols and the alphabetic sequence. Students are then introduced to the relationship between sounds and letters for consonants and vowels as they match letters to the sounds in pictured words. This letter- sound knowledge is quickly applied to written words in tasks that require the analysis of initial and final consonants, as well as medial vowels. These letter- sound activities reinforce phonemic awareness.

Students then learn to recognize letter patterns as they identify open, closed, and silent-e syllables in one syllable words. In subsequent activities, they learn to combine syllables to construct and read two-syllable words. They also learn to apply phonic word attack strategies to read decodable phrases and sentences. Activities throughout the phonics strand aim to simultaneously strengthen phonemic awareness skills as students continually analyze and manipulate the sequence of letters in words.

As students progress through the program, they are introduced to more complex sound and syllable patterns. Ultimately, students learn to identify all six syllable types and the basic rules for syllable division. They are also introduced to the common spelling patterns found in single-syllable words. Throughout the vocabulary, comprehension, and fluency activities at each level of the program, students apply their phonics knowledge to read sentence- and paragraph-level text.

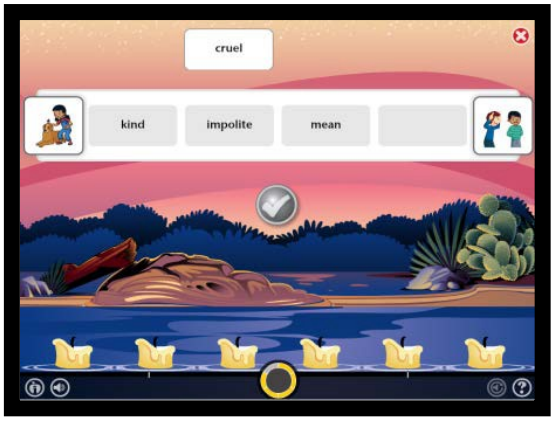
Vocabulary

The vocabulary strand in Core5 Reading is structured to teach word-learning strategies, to provide exposure to rich and varied vocabulary words, and to allow students to develop an awareness of word relationships and associations. These goals are systematically integrated into increasingly more complex skill activities.



Throughout the vocabulary strand, activities expose students to new words and concepts, but more importantly, require students to think critically about words and their meanings and to apply strategies to build their own vocabulary for unfamiliar words and concepts. These vocabulary tasks begin by developing oral vocabulary through the association of word meanings with pictures. As students begin to develop word identification skills, they continue to enhance their vocabulary knowledge through activities involving reading.

Early activities allow students to develop word-learning strategies as they deduce the meaning of unfamiliar, high-level words by analyzing pictures for similarities and differences. Other early vocabulary activities are aimed at building categorization skills as students must recognize relationships between words.



As vocabulary activities progress, students are explicitly introduced to more abstract vocabulary concepts, such as multiple-meaning words, idioms, similes, and metaphors. Through these activities, students develop skills and strategies to use sentence-level context clues to determine the meaning of these words and phrases.

The most advanced vocabulary tasks continue to emphasize associations and subtle relationships between words by focusing on analogies and shades of meaning. Students think about and recognize nuances in word meaning as they think critically about words and form logical relationships between word meanings.

In addition to targeted vocabulary activities, students also acquire vocabulary and word-building strategies by repeated exposure to the rich language activities that exist in all strands of Core5 Reading. For example, early phonemic awareness and phonics activities require students to match pictures to words, building concrete vocabulary knowledge.

Later activities, found throughout the Structural Analysis strand, provide students with the skills to analyze prefixes, roots, and suffixes for meaning and encourage the application of this knowledge to connected reading tasks.

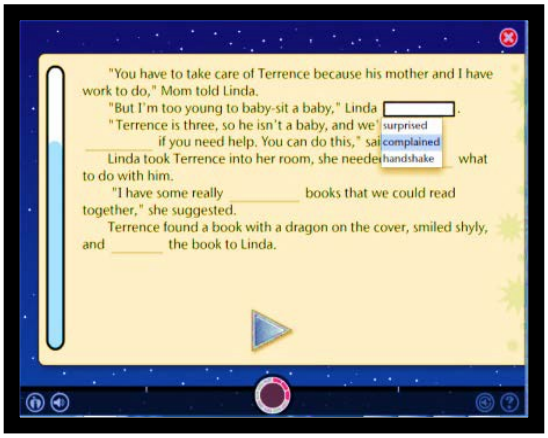
While the explicit goal of the activities included in the vocabulary strand is to foster the use of word-learning strategies and to build an awareness of word relationships and associations, students are constantly building their vocabulary and word awareness as they progress through all strands of Core5 Reading.

Automaticity and Fluency

In Core5 Reading, automaticity is systematically developed through a series of warm-ups and activities focused on speed of processing. **Fluency is addressed** through activities that involve analysis of sentence structure and ultimately the timed silent reading of passages.

Automaticity: Core5 Reading includes warm-ups designed to consolidate previously learned skills and bring them to a level of automaticity. Students engage with these activities at the beginning of each session for approximately two to three minutes. Since students differ in their processing speed, the pace of these warm-ups is based on individual performance; this allows the students to increase their rate of response relative to their level of automaticity. The content of the warm-ups follows the same sequence as the activities within previous levels. Warm-ups begin with letters and sound/symbol correspondences and move to recognition of both regular and irregular words as well as the recognition of key elements related to comprehension.

Fluency: Efficient readers learn to integrate automatic word identification with knowledge of sentence structure and meaning. In Core5 Reading, fluency instruction is built systematically by work that focuses on important aspects of sentence structure (grammar).



Although these sentence level activities are not timed, they address critical elements of fluency related to phrasal chunking and prosody. Fluency activities culminate at the paragraph level through timed silent reading of narrative and expository text that follows a maze format. These silent reading activities are designed to increase speed of processing while maintaining a focus on meaning.

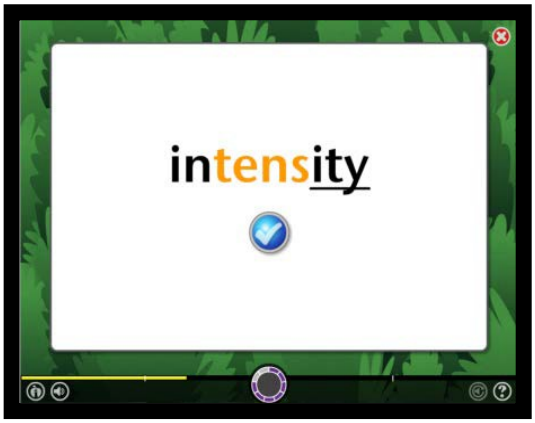
In the passage fluency activities, Lexia uses a maze task where students time themselves as they silently read a passage and choose words to complete the text, ensuring that they are monitoring for meaning. Progression through the activity is based on both accuracy and rate. **Lexia Skill Builders®** and **Lexia Lessons®** support the development of additional skills important for reading fluency, including oral reading with a focus on expression and appropriate prosody.

Structural Analysis

Structural analysis lessons enhance the ability to identify words, as well as build vocabulary through analyzing the morphological structure of words in conjunction with the syllable structure.

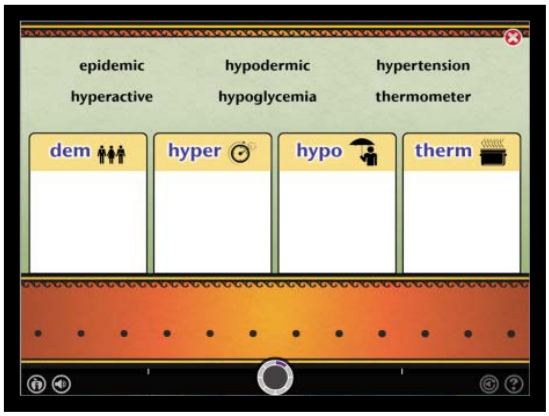
Core5 Reading structural analysis activities include work on recognizing meaningful parts of multisyllabic words derived from Latin and Greek. A distinguishing feature of Core5 Reading is the quality and quantity of word study, especially with regard to academic language.

The goal of the structural analysis strand is to develop skills to read and spell multisyllabic words often found in literature, as well as in the domains of Math, History, and Science. Activities aim to strengthen reading and spelling by focusing on the recurring morphemes or meaningful word parts that make up these words.



Once automatic recognition of the common affixes is in place, Core5 Reading morphological structure focuses on the study of meaningful units of language or morphemes (e.g., prefix, root, and suffix) and how they are combined to create words. Initial activities expose students to simple suffixes, such as –ed and –ing, and Latin prefixes, such as un- and pre-.

The goal is to improve word identification by increasing students' awareness of the morphological structure of words. Students identify these affixes through listening, reading, and constructing words containing these word parts. Later activities focus on Latin suffixes and common spelling rules based on the morphological structure of words (e.g., doubling rule and drop-e rule).



As students move through the program, additional emphasis is placed on the meanings of prefixes and roots to build vocabulary, as well as advanced word identification and spelling strategies. Students use their knowledge of word parts to infer the meaning of academic vocabulary at the word and sentence level while continuing to strengthen their automatic reading and spelling of complex, multi-syllabic words. Ultimately, students are introduced to Greek combining forms and accent placement rules that allow them to read and comprehend vocabulary, particularly for Science and the Arts.

Reading Comprehension

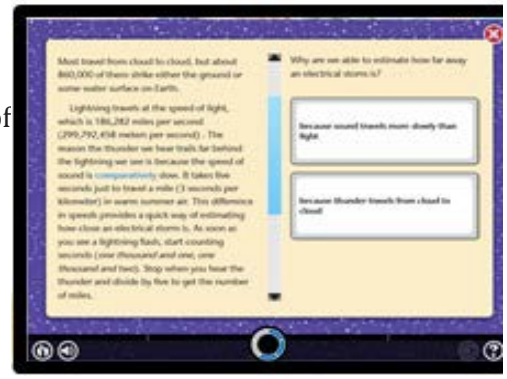
Core5 Reading comprehension activities develop the ability to understand information at a concrete level, as well at an abstract level, through the application of higher-order thinking skills. Activities develop comprehension skills through interaction with increasingly complex narrative and informational texts.

The goal of the comprehension strand of Core5 Reading is to develop active reading skills by having students engage with information they hear and read and by teaching them to think critically about this information. Early comprehension activities aim to build a student's language comprehension skills through listening activities.

Students hear stories as they think about the sequence of events and the details, as well as what the story is mainly about. This teaches early learners about the structure of text and provides a framework for later reading comprehension. They learn to use context clues by analyzing pictures as they begin to develop imaging skills. Foundational critical thinking skills are fostered through questioning around details and what the stories are about.

Once reading skills emerge, students are asked to associate decodable words and phrases to pictures, reinforcing comprehension at the word level.

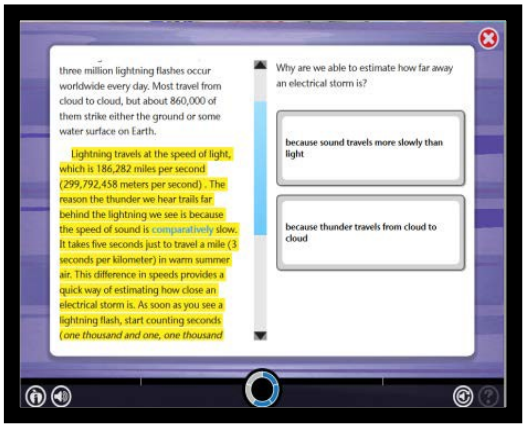
Students then engage more deeply with the structure of language as they sequence sentences within a story and then words within a sentence.



Students are later required to think about the components of a sentence by attending to questions that identify key parts of a sentence (e.g., Who is the sentence about?).

These activities encourage an active engagement with language while fostering the application of critical thinking skills.

As students move through the program, they are required to apply skills to independently read and comprehend multi-paragraph narratives and informational texts. After reading, they are asked comprehension questions that require an increasing focus on developing higher-order thinking skills, such as making inferences and drawing conclusions. They must consistently monitor the meaning of what they are reading in order to complete the activities.



Continuing the activity, if the student cannot answer the question correctly, Core5 Reading's Instructional Branching first encourages him or her to look back in the text for the answer. If the student still needs help, instruction is provided and the part of the text where the answer is found is highlighted.

PowerUp Literacy, Grades 6+, is designed to enhance core English Language Arts instruction for non-proficient readers. Blending browser-based online student-driven instruction with offline educator-delivered lessons and independent skill-based activities, PowerUp Literacy accelerates the development of both fundamental literacy skills and higher order thinking skills through personalized learning paths.

PowerUp Literacy addresses the instructional needs of a wide range of students, from struggling to nearly proficient readers, by identifying skill gaps and providing personalized, systematic instruction in Word Study, Grammar, and Comprehension. This explicit instruction prepares students to comprehend and engage with complex texts across a range of genres. Embedded progress monitoring, actionable data, and scripted lessons empower teachers to deliver the exact instruction each student needs.

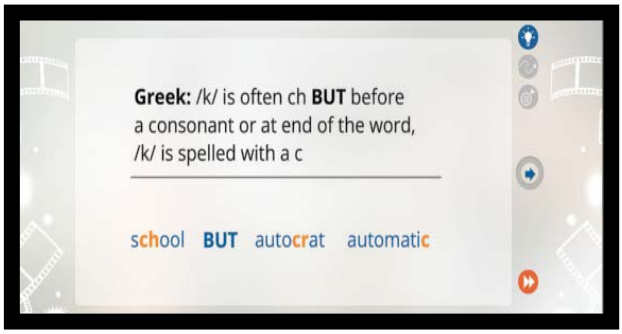
- For more information about PowerUp Literacy, please see: www.lexialearning.com/products/powerup

PowerUp Literacy Instructional Content and Design

PowerUp Literacy addresses literacy skills aligned to College and Career Readiness (CCR) standards for grades 6-8, while teaching the specific K-5 standards that are critical to building a foundation for grade-level proficiency in grades 6-8 while systematically addressing the necessary elements of word recognition and academic language that result in proficient reading comprehension through personalized instruction in **Word Study, Grammar**, and **Comprehension**. **Vocabulary** development is woven into all of the strands.

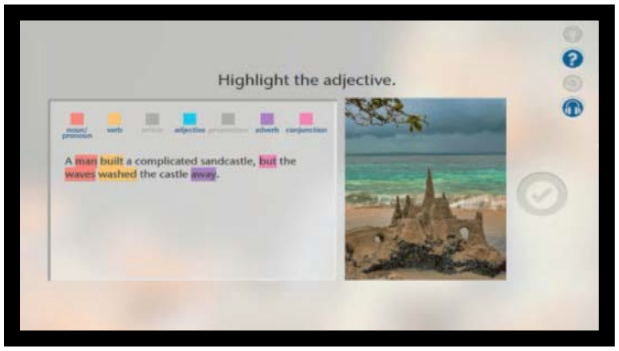
Word Study

PowerUp Literacy systematically advances students' knowledge about patterns in English through spiraled instruction. In essence, the goal of word study is to develop accuracy, automaticity, and fluency in reading by focusing on the reliable and recurring patterns in spoken and written words.

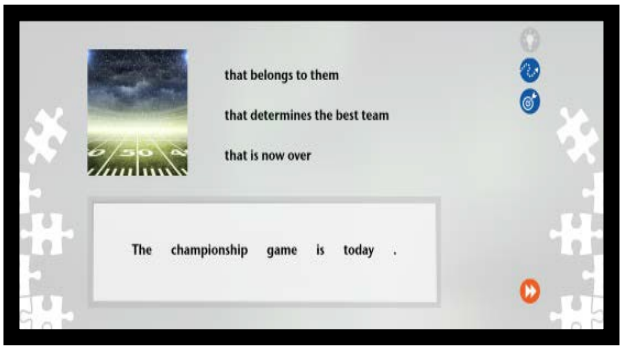


Timed and untimed word-, sentence-, and passage-level activities in this strand focus students' attention on sound (phonological) and letter (orthographic) patterns and on the meaning of words. Students practice letter-sound patterns in the context of multisyllabic words similar to the ones they encounter in grade-level texts in multiple content areas. Through activities and instruction on syllable types, syllable division patterns, spelling generalizations and rules, and the meanings of word parts, PowerUp Literacy teaches students to accurately and automatically read multisyllabic words.

Grammar



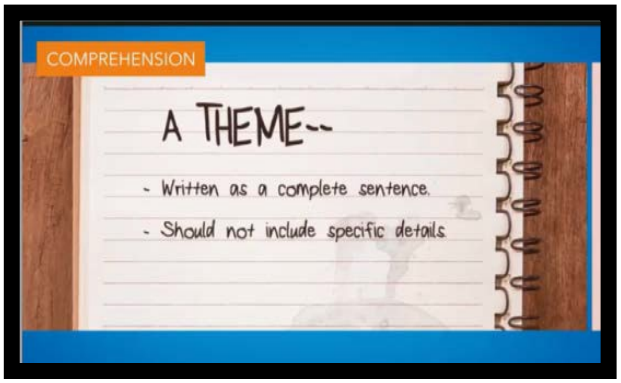
Through systematic, spiraled instruction, PowerUp Literacy teaches students how to think and talk about written language. The Grammar instructional strand introduces students to the parts of speech, parts of sentences, and writing conventions with engaging videos. Through a variety of activities, students practice identifying the key elements of grammar in order to learn how parts of speech function in sentences, and how parts of sentences convey meaning.



Students also learn how writing conventions such as punctuation help identify the writer's intent (e.g., telling, asking, separating ideas, connecting ideas). Knowledge of the key elements of grammar and their functions aids students in constructing clear, complete sentences.

This knowledge of grammar, a key component of academic language, helps students navigate complex text successfully. In PowerUp Literacy, students learn to identify the functions of words in sentences; of sentence parts; of different types of sentences; and of capitalization and punctuation. Students then build on this foundation to learn the structures of different text genres.

Comprehension



The goal of reading comprehension instruction in PowerUp Literacy is for students to become independent and strategic readers. Using increasingly complex texts that are appealing and relevant to struggling and non-proficient readers in grades 6 and above, PowerUp Literacy teaches students the skills and strategies needed for higher-order analysis.

The Comprehension strand of PowerUp Literacy systematically guides students through the process of reading a text deeply. Before students read a leveled text, academic vocabulary is introduced and practiced. Hook videos pique students' interest and establish a purpose for reading. During the initial reading of the text, key text-specific vocabulary words appear with images and definitions to support comprehension. Engaging, humorous videos introduce comprehension skills and strategies. Content-focused videos provide background for Comprehension lessons.

Next, appropriately scaffolded introductions, prompts, and transitions guide the students through a close reading of the text. Students are then asked to find evidence in the text, answer text-dependent questions, and complete text- dependent tasks that lead them from a general to a deeper understanding of the text. Students learn to identify key ideas and details of a text, examine how the author conveys his or her ideas, and determine what the text implies. Ultimately, students use their analytical skills to evaluate two texts or other media.

PowerUp Literacy presents non-proficient readers with increasingly complex authentic literary and informational texts and teaches students the skills and strategies they need to comprehend and analyze texts for deeper meaning and learning.

Writing Proficiency Support

Core5 Reading and PowerUp Literacy provide differentiated literacy instruction for students and give teachers data-driven action plans to support each student's needs. Expressive language skills (speaking and writing) are integral to the growth of literacy skills. Core5 Reading and PowerUp Literacy support the development of writing by building word-attack strategies and encoding skills, promoting an in-depth knowledge of academic vocabulary, and advancing a student's ability to think critically about sentence structure and text structure in a variety of texts.

Online Activities- Core5 Reading and PowerUp Literacy support the development of writing by strengthening word attack strategies and spelling skills, developing vocabulary, and advancing the student's ability to think critically about sentence and text structure. Additionally, grammar activities in Core5 Reading and PowerUp Literacy support the development of writing skills with instruction and practice in the use of conventions of Standard English grammar and usage.

Students learn the parts of speech and their functions across simple, compound, and complex sentences. They also learn the elements of sentences (e.g., subject, predicate, phrase, clause), and their functions. Through combining and expanding tasks, students critically analyze and manipulate sentences of increasing length and complexity. With visual supports, such as highlighting, they begin to see recurring patterns in sentences. Students also learn how the precise use of words (e.g., connectives) or the arrangement of phrases and clauses can subtly change the meaning of the sentence and impact comprehension.

The following topics are addressed in both programs:

- Nouns, pronouns, verbs, adjectives, and adverbs
- Coordinating and subordinating conjunctions
- Prepositional phrases
- Interjections
- Relative pronouns and relative adverbs
- Simple, compound, and complex sentences (including sentence fragments and run-ons)

Printable Instructional Materials— Core5 Reading and PowerUp Literacy provide students opportunities to strengthen writing skills and written responses to reading with digital resources (with the option to print). From face-to-face instruction to the independent application to peer collaboration, every student can grow as a reader, a writer, and a critical thinker. The following offline materials include:

- **Lexia Lessons** are guides for face-to-face instruction that target specific literacy skills. Lessons are automatically recommended for struggling students based on performance in online activities and promote expressive language and accountability as students respond orally and in writing to skill-based tasks and discussion prompts. Each enriching Lesson includes activities that allow educators to differentiate instruction for a wide range of learners.

- **Lexia Skill Builders** are designed to allow students to engage with literacy concepts in different learning modalities, such as writing, oral expression, and peer collaboration. Many questions and tasks are open-ended, requiring students to generate a written response that reinforces and extends online learning. At the same time, students practice specific writing skills, such as constructing sentences, using precise language, and supporting analysis with textual evidence.

- The **Lexia Writing Prompt Pack** provides focused composition practice. The writing prompts build written language skills and familiarize students with standard features and requirements of standardized writing assessments. Student checklists promote accountability by explicitly linking assessment and instruction while scoring rubrics are used to assess student work and collect actionable data. Rubrics can provide a snapshot of student performance and, if used regularly, a lens into growth overtime to help educators make informed decisions about students' learning. The scoring rubrics included in the Writing Prompt Packs convey performance expectations outlined in state and national writing standards. Separate rubrics for informational text, procedural text, and argumentative text help teachers address students' writing expectations.

Core5 Reading provides two additional opportunities to advance writing skills through Lexia Connections and Lexia Close Reads.

- **Lexia Connections** present multisensory games and activity suggestions that target essential components of literacy. These activities integrate listening, speaking, reading, and writing and strengthen the link between literacy and content-area instruction.
- **Lexia Close Read**s provide opportunities for critical reading and analysis with a variety of real-world text types. Each student reader includes text-dependent questions and writing prompts designed to strengthen expressive language skills.

2. Materials provided shall be in a print or a blended format, printed and digital programs. Digital programs must coincide with printed materials. Digital programs that do not coincide with printed materials will not be considered.

Teacher Support & Resources

In addition to the resources mentioned above, the following support and materials are available for Lexia's programs. Core5 Reading and PowerUp Literacy materials organically interact to make instruction within and beyond the program cohesive and simple to implement. Both programs are intentionally designed to fit flexibly into classroom routines. Lexia's patented, adaptive online program saves teachers time by providing personalized instruction without the need for time-consuming, manual differentiation.

Core5Reading and PowerUp Literacy include the following printable instructional materials

- Lexia Lessons
- Lexia Skill Builders
- Supplemental Comprehension Lessons
- Lexia Writing Prompt Pack

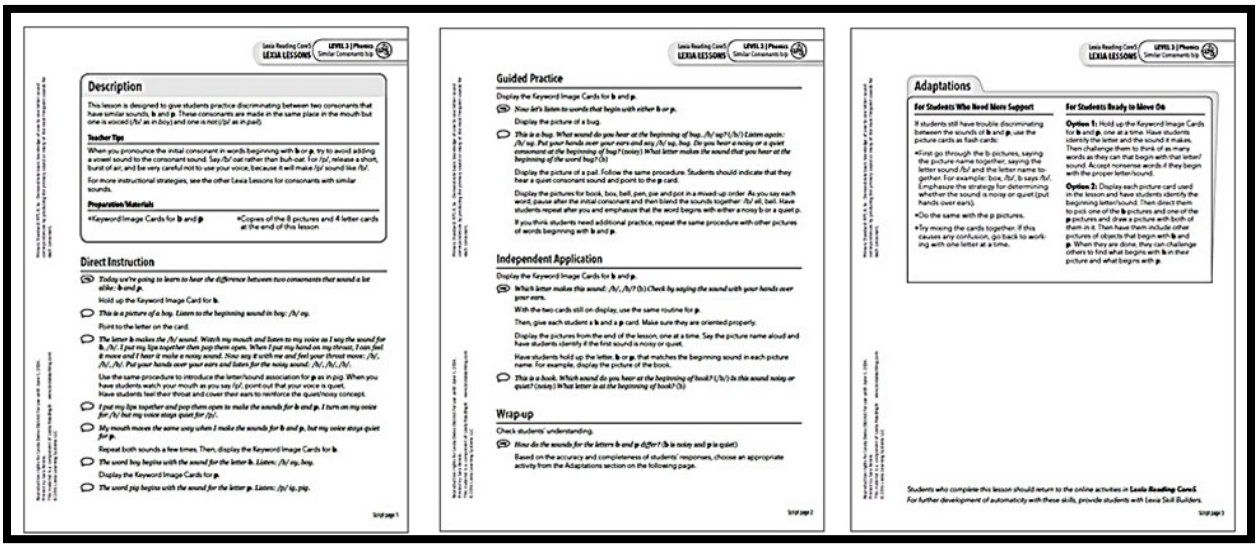
Lexia Lessons

Core5 Reading and **PowerUp Literacy** utilize Lexia Lessons, face-to-face, multisensory educator-led instruction that provides scripted materials that target specific skills associated with online activities. Designed to follow a Gradual Release Model based on performance in online activities, Lexia Lessons are designed for individual, small group or whole-class targeted instruction and are automatically recommended for all learners, including above-grade level learners.

All Lexia Lessons include adaptations to further support or enhance student skill development, and many include materials such as activity pages, graphic organizers and wordlists to support instruction. In the Action Plan, educators can mark when Lexia Lessons and Lexia Skill Builders are delivered for ease in record keeping.

Core5 Reading includes over 250 Lexia Lessons with adaptations to further support or enhance student skill development. A student Warm-up is provided to activate prior knowledge. The Direct Instruction includes an interactive script, and the lesson continues with Guided Practice, Independent Application, and a Wrap-up. Many Lexia Lessons include materials such as activity pages, graphic organizers and wordlists to support instruction. In addition, each Lexia Lesson includes a lesson objective, a vocabulary list, teacher tips, and preparation notes.

Sample Core5 Reading Lexia Lesson



Lexia Reading Core5 LEXIA LESSONS LEVEL 3 | Phonics Similar Consonants b-p

Description

This lesson is designed to give students practice discriminating between two consonants that have similar sounds, **b** and **p**. These consonants are made in the same place in the mouth but one is voiced (/b/ as in *boy*) and one is not (/p/ as in *pail*).

Teacher Tips

When you pronounce the initial consonant in words beginning with **b** or **p**, try to avoid adding a vowel sound to the consonant sound. Say /b/ *not* rather than *buh-oat*. For /p/, release a short, burst of air, and be very careful not to use your voice, because it will make /p/ sound like /b/.

For more instructional strategies, see the other Lexia Lessons for consonants with similar sounds.

Preparation/Materials

- Keyword Image Cards for **b** and **p**
- Copies of the 8 pictures and 4 letter cards at the end of this lesson

Direct Instruction

*Today we're going to learn to hear the difference between two consonants that sound a lot alike: **b** and **p**.*

Hold up the Keyword Image Card for **b**.

This is a picture of a bug. Listen to the beginning sound in bug: /b/ug.

Point to the letter on the card.

*The letter **b** makes the /b/ sound. Watch my mouth and listen to my voice as I say the sound for **b**, /b/. I put my lips together then pop them open. When I put my hand on my throat, I can feel it move and I hear it make a noisy sound. Now say it with me and feel your throat move: /b/, /b/, /b/. Put your hands over your ears and listen for the noisy sound: /b/, /b/, /b/.*

Use the same procedure to introduce the letter/sound association for **p** as in pig. When you have students watch your mouth as you say /p/, point out that your voice is quiet. Have students feel their throat and cover their ears to reinforce the quiet/noisy concept.

*I put my lips together and pop them open to make the sounds for **b** and **p**. I turn on my voice for /b/ but my voice stays quiet for /p/.*

*My mouth moves the same way when I make the sounds for **b** and **p**, but my voice stays quiet for **p**.*

Repeat both sounds a few times. Then, display the Keyword Image Cards for **b**.

*The word bug begins with the sound for the letter **b**. Listen: /b/ug, bug.*

Display the Keyword Image Cards for **p**.

*The word pig begins with the sound for the letter **p**. Listen: /p/ig, pig.*

Lexia Reading Core5 LEXIA LESSONS LEVEL 3 | Phonics Similar Consonants b-p

Guided Practice

Display the Keyword Image Cards for **b** and **p**.

*Now let's listen to words that begin with either **b** or **p**.*

Display the picture of a bug.

This is a bug. What sound do you hear at the beginning of bug: /b/ug? (/b/) Listen again: /b/ug. Put your hands over your ears and say /b/ug, bug. Do you hear a noisy or a quiet consonant at the beginning of bug? (noisy) What letter makes the sound that you hear at the beginning of the word bug? (b)

Display the picture of a pail. Follow the same procedure. Students should indicate that they hear a quiet consonant sound and point to the **p** card.

Display the pictures for book, box, bell, pen, pie and pot in a mixed-up order. As you say each word, pause after the initial consonant and then blend the sounds together: /b/ ell, bell. Have students repeat after you and emphasize that the word begins with either a noisy **b** or a quiet **p**.

If you think students need additional practice, repeat the same procedure with other pictures of words beginning with **b** and **p**.

Independent Application

Display the Keyword Image Cards for **b** and **p**.

Which letter makes this sound: /b/, /b/? (b) Check by saying the sound with your hands over your ears.

With the two cards still on display, use the same routine for **p**.

Then, give each student a **b** and a **p** card. Make sure they are oriented properly.

Display the pictures from the end of the lesson, one at a time. Say the picture name aloud and have students identify if the first sound is noisy or quiet.

Have students hold up the letter, **b** or **p**, that matches the beginning sound in each picture name. For example, display the picture of the book.

This is a book. Which sound do you hear at the beginning of book? (/b/) Is this sound noisy or quiet? (noisy) What letter is at the beginning of book? (b)

Wrap-up

Check students' understanding.

*How do the sounds for the letters **b** and **p** differ? (**b** is noisy and **p** is quiet)*

Based on the accuracy and completeness of students' responses, choose an appropriate activity from the Adaptations section on the following page.

Lexia Reading Core5 LEXIA LESSONS LEVEL 3 | Phonics Similar Consonants b-p

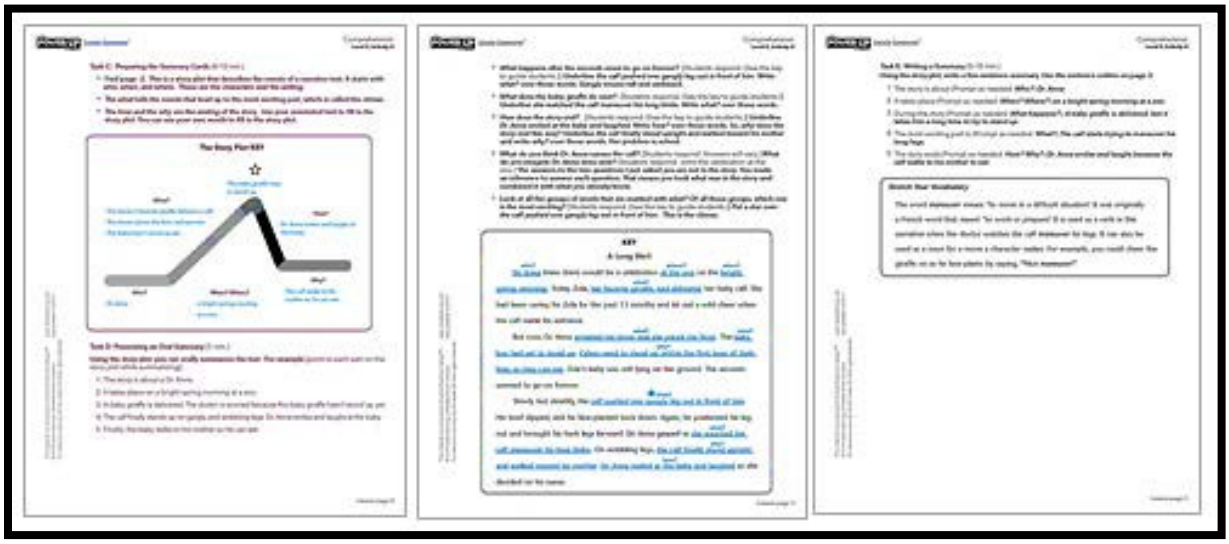
Adaptations

For Students Who Need More Support	For Students Ready to Move On
If students still have trouble discriminating between the sounds of **b** and **p**, use the picture cards as flash cards: • First go through the b pictures, saying the picture name together, saying the letter sound /b/ and the letter name together. For example: box, /b/, b says /b/. Emphasize the strategy for determining whether the sound is noisy or quiet (put hands over ears). • Do the same with the p pictures. • Try mixing the cards together. If this causes any confusion, go back to working with one letter at a time.	**Option 1:** Hold up the Keyword Image Cards for **b** and **p**, one at a time. Have students identify the letter and the sound it makes. Then challenge them to think of as many words as they can that begin with that letter/sound. Accept nonsense words if they begin with the proper letter/sound. **Option 2:** Display each picture card used in the lesson and have students identify the beginning letter/sound. Then direct them to pick one of the **b** pictures and one of the **p** pictures and draw a picture with both of them in it. Then have them include other pictures of objects that begin with **b** and **p**. When they are done, they can challenge others to find what begins with **b** in their picture and what begins with **p**.

*Students who complete this lesson should return to the online activities in **Lexia Reading Core5**. For further development of automaticity with these skills, provide students with Lexia Skill Builders.*

In PowerUp Literacy, Lexia Lessons are provided to teachers automatically via myLexia, the educator website, based on student performance in the program.

Sample PowerUp Literacy Lexia Lesson



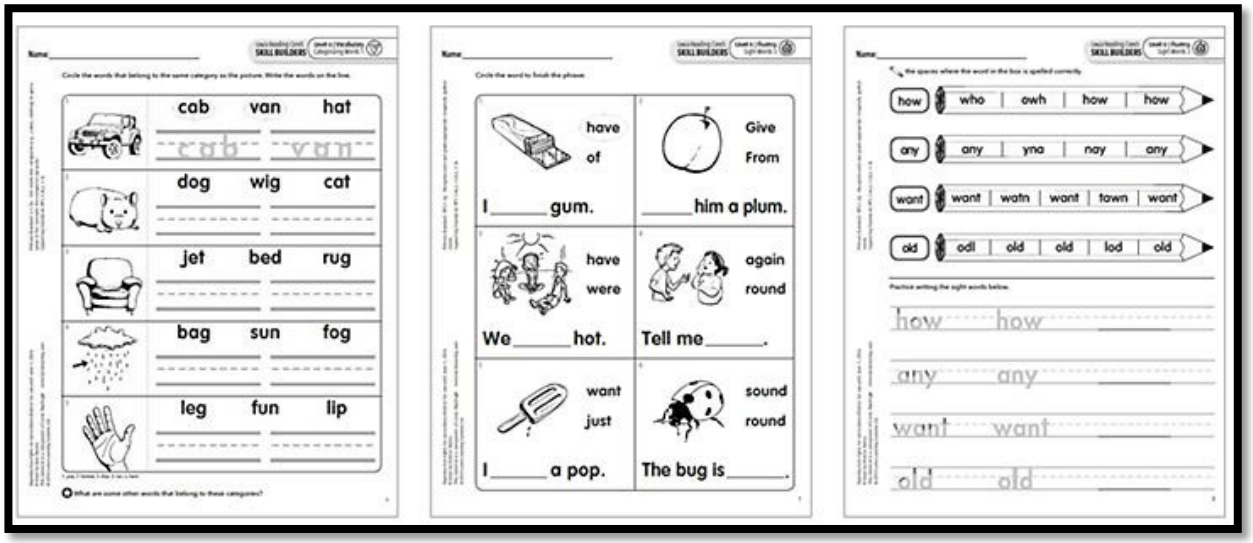
Lexia Lessons for PowerUp Literacy include **Anchor Charts** which summarize skills taught online and in Lexia Lessons. They may be posted in the classroom and shared with other teachers to support reading in content area classrooms.

Lexia Lessons can be delivered digitally with an option to print, either individually or to small groups of students working on the same skill. Teachers can also choose to use Lexia Lessons to reinforce the VA SOL's. These scripted lessons include embedded professional development and can be delivered by a teacher or paraprofessional. The Teacher Dashboard indicates when a student requires teacher support to master a particular skill. A link provides the teacher the exact Lexia Lesson useful to that student at that time.

Lexia Skill Builders

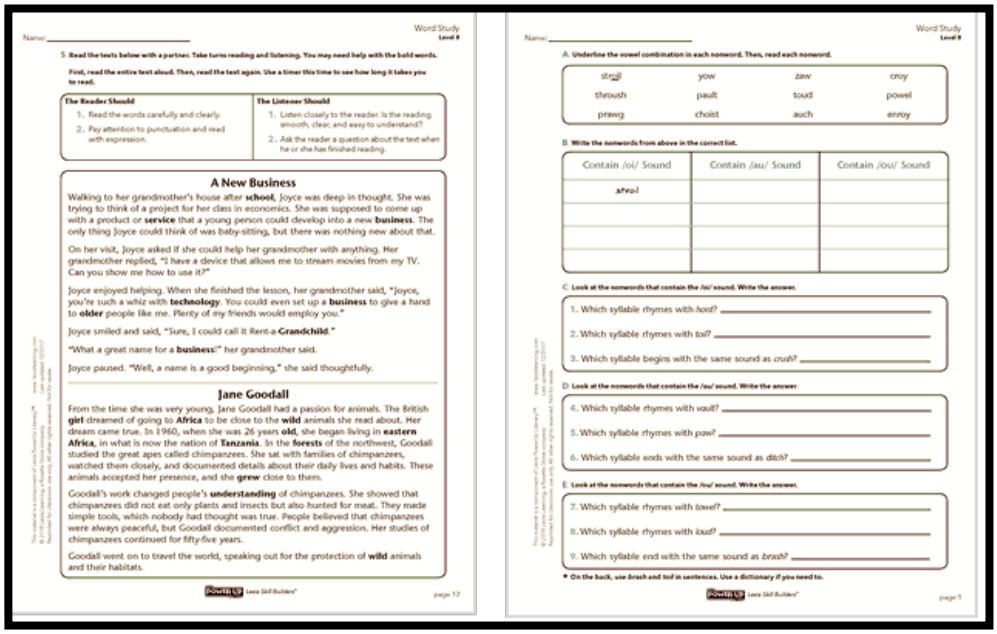
Lexia Skill Builders are paper-based practice materials that reinforce and extend the online learning in Core5 Reading and Powerup Literacy. Lexia Skill Builders are recommended upon completion of an activity to build automaticity and promote skill generalization. They extend online learning to many speaking and writing activities and are designed to be used independently, or with a teacher, or a peer partner. Skill Builders are ideally suited for classroom centers, homework, or after school programs. Many Lexia Skill Builders are available for assignment and interactive use on the iPad®.

Sample Core5 Reading Lexia Skill Builder



In PowerUp Literacy, myLexia automatically recommends Lexia Skill Builders to teachers once a student completes a level in the online program. A link provides the teacher the exact Lexia Skill Builder useful to that student at that time.

Sample PowerUp Literacy Lexia Skill Builder



Lexia Skill Builders can be used in classroom centers, as homework, or at after-school centers, where students work independently or with a teacher, peer partner, parent, or paraprofessional.

Supplemental Comprehension Lessons

Supplemental Comprehension Lessons for younger grades focus on listening and reading comprehension of stories, poems, and informational texts. The educator-led lessons are scripted and target specific literacy skills that extend online instruction. The activities can be used with the whole class, small groups, or individual students to emphasize oral expression, writing and peer collaboration.

Lexia Writing Prompt Pack

The Lexia Writing Prompt Pack offers focused composition practice. The package includes **20 engaging writing prompts** in a format similar to standardized writing assessments to familiarize students with common formats and requirements. The writing prompts include grade-appropriate themes and topics from the Comprehension Strand of PowerUp Literacy.

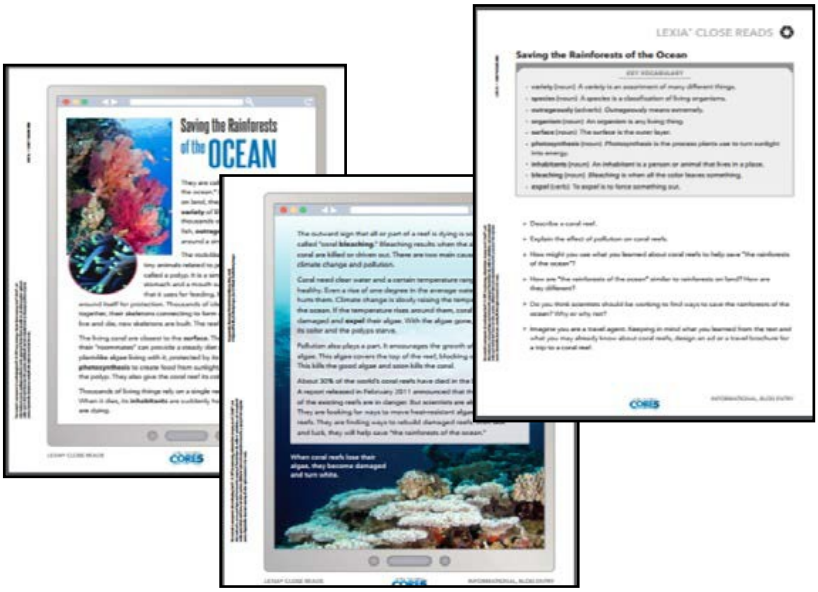
Writing practice is provided in **Teacher-facing rubrics** for evaluating student writing performance are based on organization/progression, development of ideas, use of language, and use of conventions. **Student-friendly checklists** help students understand and improve their writing performance.

Core5 Reading Resources only:

- Lexia Close Reads®
- Lexia Fluency Packs
- Lexia Decodable Readers
- Lexia Connections®

Lexia Close Reads

Lexia Close Reads, available through Core5 Reading, increase student exposure to leveled texts that promote critical analysis and the development of reading comprehension skills. The passages mirror those presented in the Core5 Reading online program and can be used to reinforce and build upon the online learning.

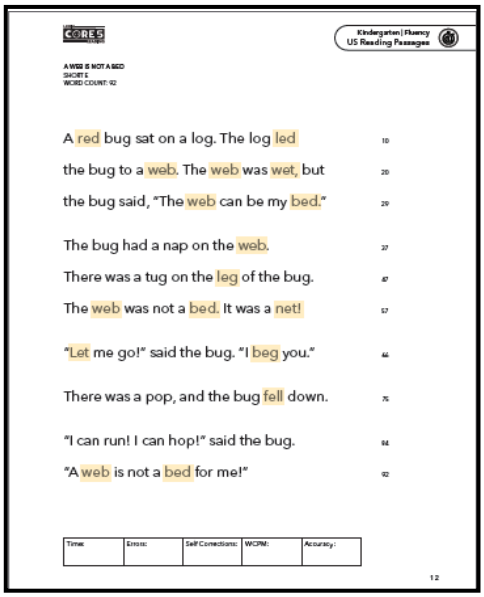


The two-page student readers include narrative and informational passages with engaging content and robust vocabulary. They support skill development in informational and narrative text structure, comparing and contrasting, analyzing cause and effect, exploring an author's viewpoint, making inferences and conclusions, predicting outcomes, and using text evidence.

The detailed Lexia Close Reads Teacher Guides can be used to facilitate critical analysis and higher-order thinking through text-dependent questions, collaborative activities, and peer discussions.

For each leveled passage, the accompanying teacher guide includes a passage summary, **Lexile®** measure, key vocabulary, focus question, reading strategies, discussion and writing prompts, reproducible graphic organizer, and an answer key.

Lexia Fluency Packs


CORE5 READING

Kindergarten | Fluency
US Reading Passages

A WEB IS NOT A BED
SHORT E
WORD COUNT: 92

A red bug sat on a log. The log led 10
the bug to a web. The web was wet, but 20
the bug said, "The web can be my bed." 29

The bug had a nap on the web. 37
There was a tug on the leg of the bug. 47
The web was not a bed. It was a net! 57

"Let me go!" said the bug. "I beg you." 66

There was a pop, and the bug fell down. 75

"I can run! I can hop!" said the bug. 84
"A web is not a bed for me!" 92

Time:	Errors:	Self Corrections:	WCPM:	Accuracy:

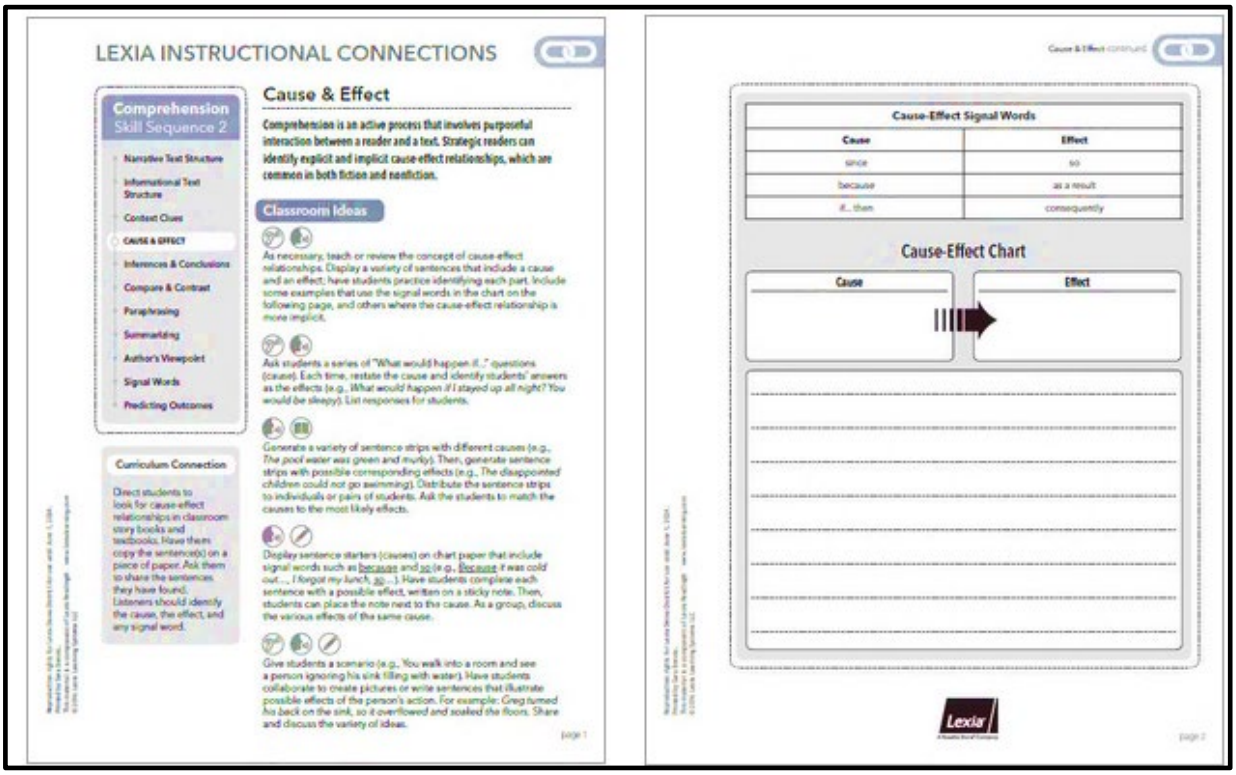
12

Fluency Passage Packs provide opportunities for supported fluent reading practice. Available in leveled sets, this student and educator resource features additional line spacing, a wide right margin, and a line- by-line running word count. The fluency passages in Kindergarten through Grade 3 target phonics patterns and foundational word analysis skills that have been taught in Core5 Reading.

As students progress through a level in Core5 Reading, the Fluency Passage Packs can be used to support and encourage oral reading practice. This practice complements the work that students are doing in the online program, which focuses on accurate decoding, automatic word recognition, and reading at an appropriate rate.

Lexia Fluency Packs may be used the following ways:

The detailed Close Reads Teacher Guides can be used to facilitate critical analysis and higher-order thinking through text-dependent questions, collaborative activities, and peer discussions. For each leveled passage, the accompanying teacher guide includes a passage summary, Lexile® measure, key vocabulary, focus question, reading strategies, discussion and writing prompts, reproducible graphic organizer, and an answer key.



LEXIA INSTRUCTIONAL CONNECTIONS

Comprehension
Skill Sequence 2

- Narrative Text Structure
- Informational Text Structure
- Context Clues
- CAUSE & EFFECT
- Inferences & Conclusions
- Compare & Contrast
- Paraphrasing
- Summarizing
- Author's Viewpoint
- Signal Words
- Predicting Outcomes

Curriculum Connection

Direct students to look for cause-effect relationships in classroom story books and textbooks. Have them copy the sentence(s) on a piece of paper. Ask them to share the sentences they have found. Listeners should identify the cause, the effect, and any signal word.

Cause & Effect

Comprehension is an active process that involves purposeful interaction between a reader and a text. Strategic readers can identify explicit and implicit cause-effect relationships, which are common in both fiction and nonfiction.

Classroom Ideas

As necessary, teach or review the concept of cause-effect relationships. Display a variety of sentences that include a cause and an effect; have students practice identifying each part. Include some examples that use the signal words in the chart on the following page, and others where the cause-effect relationship is more implicit.

Ask students a series of "What would happen if..." questions (cause). Each time, restate the cause and identify students' answers as the effects (e.g., *What would happen if I stayed up all night? You would be sleepy*). List responses for students.

Generate a variety of sentence strips with different causes (e.g., *The pool water was green and murky*). Then, generate sentence strips with possible corresponding effects (e.g., *The disappointed children could not go swimming*). Distribute the sentence strips to individuals or pairs of students. Ask the students to match the causes to the most likely effects.

Display sentence starters (causes) on chart paper that include signal words such as because and so (e.g., Because it was cold out..., *I forgot my lunch, so...*). Have students complete each sentence with a possible effect, written on a sticky note. Then, students can place the note next to the cause. As a group, discuss the various effects of the same cause.

Give students a scenario (e.g., You walk into a room and see a person ignoring his sink filling with water). Have students collaborate to create pictures or write sentences that illustrate possible effects of the person's action. For example: *Greg turned his back on the sink, so it overflowed and soaked the floor.* Share and discuss the variety of ideas.

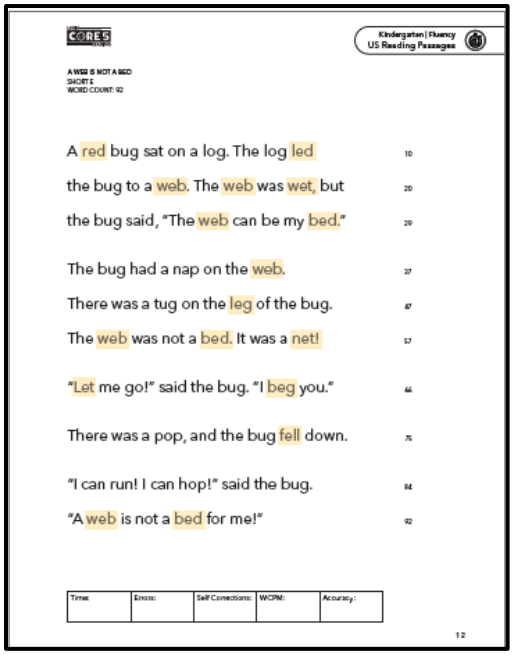
Cause-Effect Signal Words

Cause	Effect
since	so
because	as a result
if...then	consequently

Cause-Effect Chart

Cause	Effect

Lexia Fluency Packs



CORE5 Reading

Kindergarten | Fluency
US Reading Passages

A WEB IS NOT A BED
SHORT E
WORD COUNT: 92

A red bug sat on a log. The log led 10
the bug to a web. The web was wet, but 20
the bug said, "The web can be my bed." 29

The bug had a nap on the web. 37
There was a tug on the leg of the bug. 47
The web was not a bed. It was a net! 57

"Let me go!" said the bug. "I beg you." 66

There was a pop, and the bug fell down. 75

"I can run! I can hop!" said the bug. 84
"A web is not a bed for me!" 92

Time:	Errors:	Self Corrections:	WCPM:	Accuracy:

12

Fluency Passage Packs provide opportunities for supported fluent reading practice. Available in leveled sets, this student and educator resource features additional line spacing, a wide right margin, and a line-by-line running word count. The fluency passages in Kindergarten through Grade 3 target phonics patterns and foundational word analysis skills that have been taught in Core5 Reading.

As students progress through a level in Lexia Core5 Reading, the Fluency Passage Packs can be used to support and encourage oral reading practice. This practice complements the work that students are doing in the online program, which focuses on accurate decoding, automatic word recognition, and reading at an appropriate rate.

Fluency Packs may be used the following ways:

- **Review foundational concepts:** Preview a passage with students and highlight any target words or high-frequency words. Discuss phonics patterns and word structure concepts. Then, have students read the passage out loud.
- **Model fluent reading:** Begin by reminding students that fluent readers read with expression and pay attention to punctuation. Have students follow along as you read a passage aloud to model appropriate accuracy, rate, and expression. Pay particular attention to intonation, emphasis, phrasing, and rhythm.
- **Emphasize echo reading:** One sentence or paragraph at a time, read a passage aloud for students to imitate. Have them repeat the text as they run their finger under it. Provide feedback on accuracy, rate, and expression as needed.
- **Provide ample practice opportunities:** Support oral reading fluency by having students reread a passage aloud to you or each other. Encourage them to practice as many times as necessary to give an expressive oral reading.
- **Record student readers:** Have students record themselves reading a passage, and then work with them to evaluate whether their reading was smooth, clear, and easy to understand. When students are satisfied with their recording, add it to a digital library to model fluent reading for other students.

Lexia Decodable Readers

Decodable Readers provide opportunities for systematic, explicit, and frequent practice of foundational reading skills in connected text, including the use of phonics patterns and word analysis strategies. When used in conjunction with Core5Reading and Lexia's teacher-delivered instructional resources, the Decodable Readers build decoding skills, promote accurate and automatic word recognition, and boost student motivation and confidence.

Each decodable student reader targets a phonics pattern or foundational word analysis skill that is taught in Core5 Reading. The readers are sequentially aligned through Level 12 of the program. They include a variety of narrative and informational texts with engaging content and full-color images.

Decodable Readers were developed to provide students with additional opportunities to build and reinforce foundational reading skills. The text of the readers focuses on words with phonics patterns and high frequency words that have been systematically taught in Lexia Core5 Reading. The Decodable Readers are sequentially aligned to the levels in Core5 so students are able to apply and generalize word analysis strategies that support them wherever they are on their path to reading success.

As part of the Core5 Reading blended learning model, Lexia Decodable Readers support systematic, explicit, and frequent practice of foundational reading skills. Students are introduced to phonics patterns and word analysis strategies in the Core5 Reading online program. Lexia Decodable Readers can be used to apply and generalize these concepts in connected text while also providing opportunities for fluent reading practice. Decodable Readers may be used in the following ways:

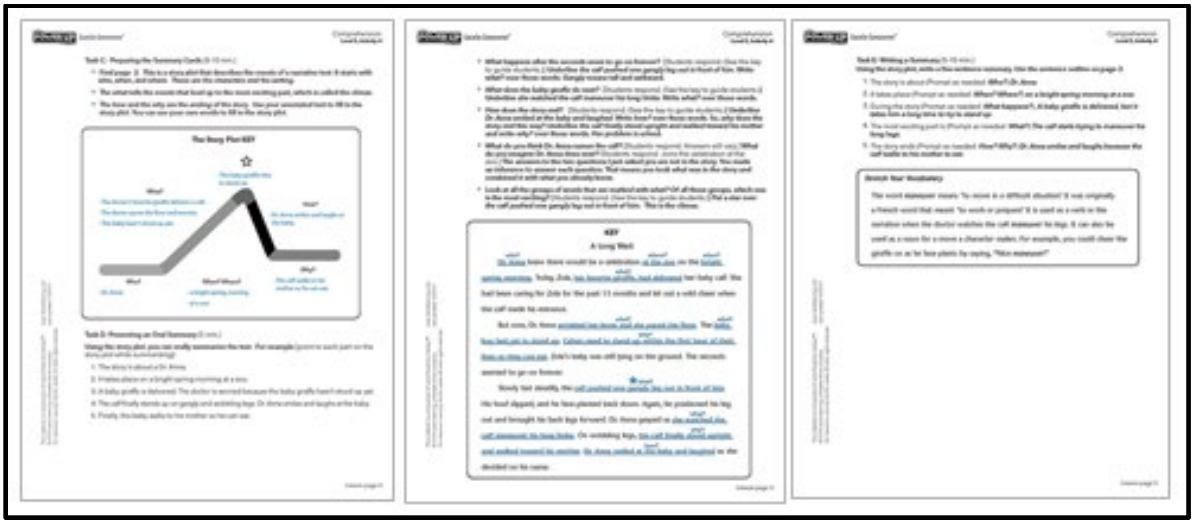
- **Small group sessions:** Decodable Readers are ideal for small groups of students. Opportunities for peer support and collaboration often motivate students who struggle to work independently.
- **Individual student instruction:** Decodable Readers fully integrate with the instruction provided in Lexia Lessons to support students who are struggling with specific phonics patterns or word analysis strategies. The student readers can be printed and assembled by folding each page spread in half, stacking the individually folded pages, stapling the open edges together.

Detailed teacher guides can be used to facilitate foundational reading instruction and practice. They provide step-by-step guidance for educators using the Lexia Decodable Readers to support the application and generalization of phonics patterns and word analysis strategies. For each student reader, the accompanying teacher guide includes:

- Text summary
- Description of the focus skill
- Target words
- High-frequency words
- Instructional routines and fluent reading strategies
- Text-specific discussion prompts to reinforce the connection between fluency and comprehension

Lexia Connections

Lexia Connections are designed to be used with online learning activities in Core5 Reading. They provide strategies and routines to structure individual, small group or whole class activities. These materials target essential components of reading skill instruction in Science, Math and Social Studies, and include reference tables, word lists and graphic organizers.



Core5 Reading and PowerUp Literacy now include a library of writing prompts that promotes the ideal reading-writing connection, enabling students to practice authentic, focused writing across genres. Teachers also have the ability to **print texts** from the Comprehension strand of curriculum for offline practice and text markup activities.

- To review samples of the instructional resources in Core5 Reading, please see: Core5 Reading Instructional Materials Sampler
- To review samples of the instructional resources in Powerup Literacy, please see: PowerUp Literacy Instructional Materials Sampler

3. Options for materials and strategies provided will be consistent across all schools at each level (elementary, middle, and high) within the HCPS system.

Lexia's programs are proven to be successful with students acquiring English, those in specialized education programs, students in urban and rural school settings, students from low-income populations, small and state-wide adoptions, and at-risk students in Tier II and III intervention settings.

Lexia Learning employs an experienced and talented pool of Implementation Managers and Professional Learning Facilitators spread across the United States. Lexia staff members are experts in the use of Core5 Reading, PowerUp Literacy, and Rosetta Stone English, including data analysis and its implications for instruction. These qualified progressionals have backgrounds in the field of education and specialized training in program use and Adult Education.

Lexia's best known programs, Core5 Reading and PowerUp Literacy, and newer program, Rosetta Stone English, include the computer-based adaptive **Assessment Without** Testing that provides detailed progress monitoring, and diagnostic assessments tied directly to action plans and relevant instructional resources. The Lexia Learning proprietary Assessment Without Testing technology gathers norm-referenced and criterion-referenced performance data for Core5 Reading and Rosetta Stone English and criterion-referenced performance data for PowerUp Literacy without stopping the flow of instruction to administer a test.

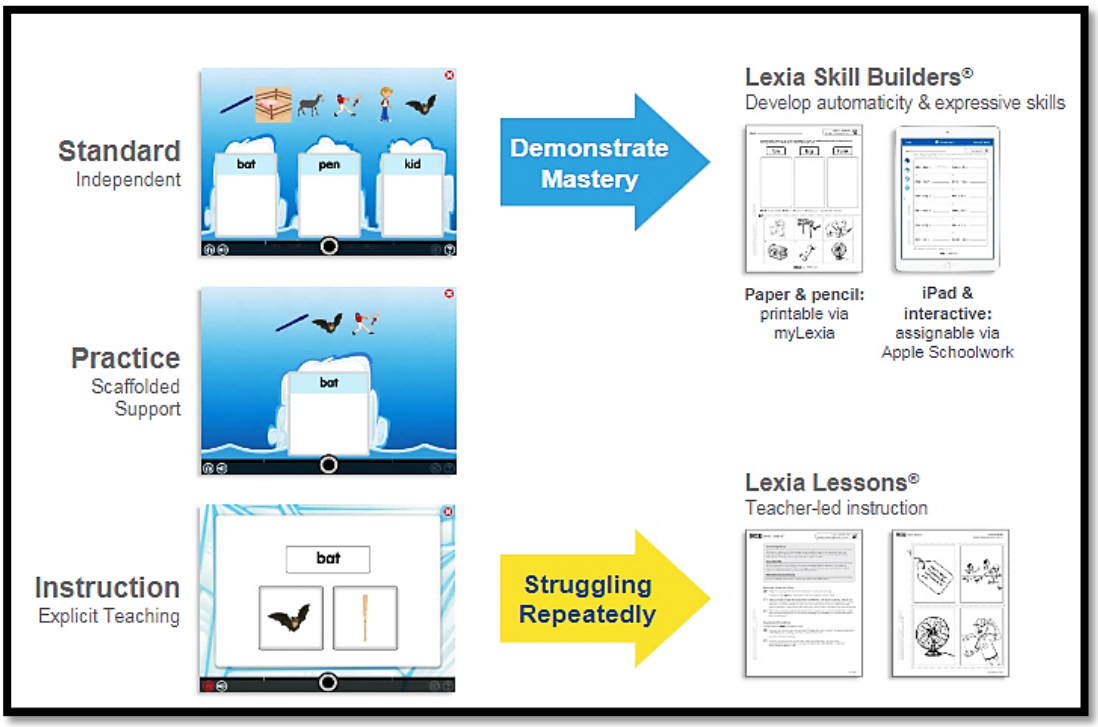
Once students begin using the programs, Lexia Learning delivers data, reports, and instructional resources through the same educator website, myLexia. Educators will see the same comfortable interface when they log on to any one of Lexia's programs. All three programs also share the digital instructional resources, Lexia Lessons and Lexia Skill Builders that may also be printed for offline instruction.

4. The proposed solutions shall have content scaffolding to include a tiered approach and acceleration for students who need additional help with reading skills and those who need to demonstrate reading gains of one or more years.

Core5 Reading helps students work independently to develop fundamental reading skills in an adaptive, structured, and sequential manner. Struggling, on- level, and advanced students can each work at his/her own pace while the teacher is notified (on web- based reports and via email) when they require support or intervention.

Throughout the 21 levels of instruction, in each unit, a student must demonstrate proficiency in order to progress. When an error is made, the program provides scaffolded support and explicit instruction on that specific skill or task. The Core5 Reading 3-Step instructional branching ensures personalized learning and instruction for every student.

Instructional Branching in Core5 Reading



1. The **Standard Step** is the independent, on-grade level task. The student must demonstrate at least 90% accuracy in this step in order to move on to the next unit. The material in this step is aligned to State Standards.

2. The **Guided Practice Step** simplifies the task to allow the student to focus on the skill. Scaffolds or modifications in this step may include removing choices, simplifying visual components, adjusting the complexity of language, changing the presentation of the task, or providing embedded support.

3. The **Instruction Step** explicitly teaches the skill and then further scaffolds the task. When the student successfully completes the Instruction Step, the student progresses directly to the Standard Step. If the student branches to the Instruction Step more than once in a given activity, the student is identified as needing instruction on the teacher's home page in the **myLexia** reporting portal. A scripted, targeted, explicit **Lexia Lesson** is recommended for offline instruction, providing an alternative Gradual Release approach for learning. Hands-on materials are also available.

Students who demonstrate mastery can quickly move through units and onto more advanced skills. Other options for on-level and advanced students include offline **Lexia Skill Builders®**, **Lexia® Connections**, **Supplemental Comprehension Lessons**, **Fluency Passage Packs, Decodable Readers, Lexia Close Reads®**, and the **Lexia® Writing Prompt Pack**. This Blended Learning support is provided with these teacher-led, print-based instructional materials to ensure all students receive personalized and comprehensive instruction and practice in all skill areas. These resources provide for independent work or activities in peer groups to build automaticity and expand students' expressive skills through discussions and written responses.

PowerUp Literacy presents non-proficient readers with increasingly complex authentic literary and informational texts and teaches students the skills and strategies they need to comprehend and analyze texts for deeper meaning and learning.

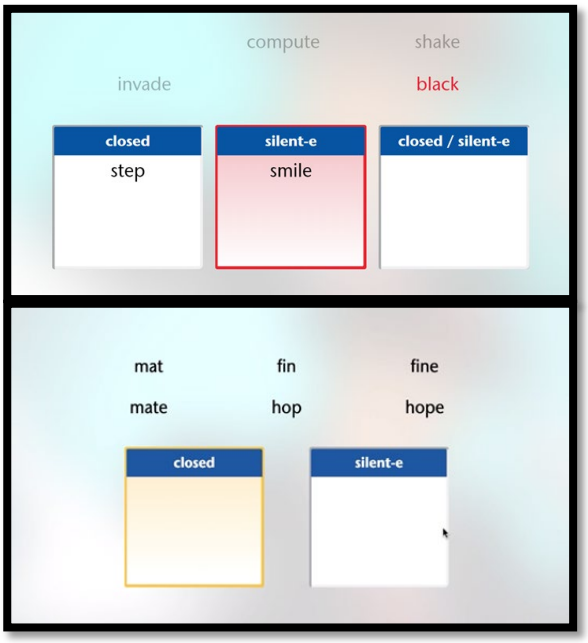
In each unit, a student must demonstrate proficiency in order to progress. When a student struggles with a particular skill, the program provides scaffolded support and instruction on that skill or task. Students who demonstrate proficiency at a particular complexity level can quickly move through the units and continue to develop those skills at more advanced complexity levels while also acquiring new skills.

Instructional Branching in PowerUp Literacy

This 2-Step instructional branching ensures individualized learning and instruction for every student.

1. The **Standard Step** is the independent task. The student must demonstrate at least 90% accuracy in Word Study and Grammar, and 75% accuracy in Comprehension.

2. The **Instruction Step** provides further scaffolded tasks embedded with instruction and corrective feedback and then further scaffolds the task. When the student successfully completes this step, the student progresses back to the Standard Step



5. Intervention materials shall be scripted, explicit, systematic, and simple in design, allowing personnel with varying field experience to successfully instruct lessons that address one or more of the major areas of reading (decoding, phonemic awareness, comprehension, fluency, and vocabulary) and support a variety of instructional settings.

Intervention and Instructional Lessons

Core5 Reading and PowerUp Literacy provide teachers with resources that provide direct instruction and intervention. As students work independently in the online activities, real-time performance data is collected through Lexia's patented embedded **Assessment Without Testing** system. The data is used to prescribe the number of minutes students need to spend in the online program each week, including the number of minutes in each of the instructional strands (i.e., curriculum sections). It also identifies when and with which skills students struggle, helping teachers plan and prioritize instruction and flexibly group students for educator-led instruction

Based on this data, Core5 Reading and PowerUp Literacy also recommend specific digital instructional materials for both face-to-face instruction and independent practice. Teachers may also print these resources for offline instruction.

The Teacher's Manuals, available in the programs' **Resources Hub**, provide overviews of the student experience, instructional resources, **Best Practices** for implementation, **Progress Monitoring** strategies, as well as **Tips for Getting Started** and managing the programs.

If a student continues to struggle online, the teacher is alerted through myLexia, the educator website, and a specific, explicit, educator-led, offline or digital Lexia Lesson is indicated and provided through a link. The teacher-led lessons follow a **Gradual Release Model**. Teacher-directed offline or digital instruction is delivered through individual, small-group, and whole-group lessons either on paper or a device. These teacher-led lessons typically last 20-30 minutes each. When students show online mastery of skills, their teacher is alerted to recommend a Lexia Skill Builder to support transfer to offline/digital application.

A Variety of Instructional Settings

Core5 Reading and **PowerUp Literacy** are typically implemented in Blended Learning classrooms and most often in a Rotation Model. This approach entails students working in a number of different activities or centers, including whole-group instruction, small-group instruction, peer-to-peer activities, pencil and paper assignments, as well as individual work on a computer or tablet.

Instructional Resources provide opportunities for students to respond to open-ended questions orally and in writing, build fluency through oral reading, reinforce skills with multi-sensory materials, and engage in collaborative discussions with peers. Materials are available in pre-printed grade-level binders or can be printed from the teacher Resources Hub. These resources address various skills, from decoding to fluency and comprehension.

Core5 Reading and PowerUp Literacy materials organically interact to make instruction within and beyond the program cohesive and simple to implement. Both programs are intentionally designed to fit flexibly into classroom routines. Lexia's patented, adaptive online program saves teachers time by providing personalized instruction without the need for time-consuming, manual differentiation.

In addition to classroom time, Lexia's programs may be used in computer lab settings allowing a whole class or mixed group of students to work on skills appropriate to his or her needs. Struggling students can also be pulled for a Lexia Lesson, either in the lab or in the classroom with a teacher or support personnel.

Student data is always tracked on myLexia regardless of when or where the work is completed. Based on this real-time data collated by Lexia's Assessment Without Testing technology, students can be identified for individual intervention or small-group intervention based on usage time or skills/concepts with which they continue to struggle.

This data help teachers make decisions about how to utilize class time based on the needs of their students. For example, teachers can view their classroom's activity within the program to identify a small-group of students who have been identified to benefit from a specific Lexia Lessons while allowing more advanced students time for independent practice and/or peer work using Lexia Skill Builders to further develop their automaticity and expand expressive skills.

Students can also access Lexia's programs online at home. Parent letters facilitate school-to-home communication and easy access outside of school. To solidify skills already completed online, Skill Builders can be used as homework for all students.

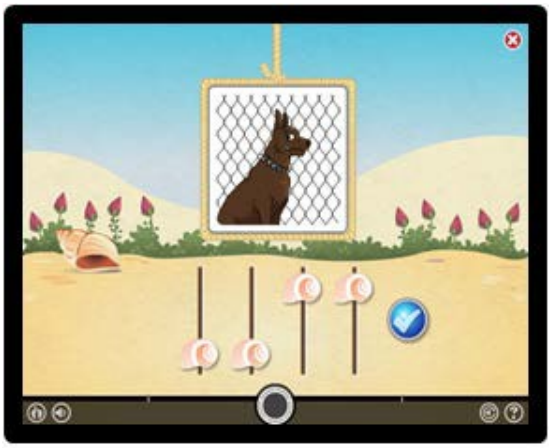
6. Instructional materials for students receiving interventions shall include leveled materials, covering an appropriate range of reading levels and provide engaging tasks that are age-appropriate, high interest, and support and remediate basic skills, linking activities to diagnostic assessments.

While students are engaged in age-appropriate, high-interest tasks, Lexia's proprietary technology, **Assessment Without Testing** gathers norm-referenced and criterion-referenced performance data for **Core5 Reading** and norm-referenced performance data for **PowerUp Literacy** without stopping the flow of instruction to administer a test. Assessment Without Testing gathers data, provides real-time progress and usage reports, and recommends resources that are digital with an option to print targeted lessons, as well as access to additional standards-aligned instructional materials for accelerating learning.

Core5 Reading and PowerUp Literacy focus on skills gaps and progress students as they demonstrate mastery. The learning path for every student is individualized, so the content presented meets each student where they are—above-, below-, or on-grade level. Real-time data allows teachers to check the progress of students working remotely and provides administrators with a measure of progress that is highly aligned with standardized assessments. When students show online mastery of skills, the teacher is alerted through **myLexia,** the educator website, and Lexia Skill Builders are recommended and provided through a link. Skill Builders are designed to reinforce and extend learning through tasks that build automaticity, promote generalization, and expand expressive language. They are designed for individual or peer work, without teacher assistance.

Lexia Learning programs offer varied pathways to success including choice of content where appropriate, tiered levels of support and challenge, options for sustaining interest and motivation, and opportunities to engage critically and logically. The degree of online text, oral instruction, use of graphics and scaffolding is varied per student grade level and proficiency. Interactive (multiple media) digital technology delivers the scope and sequence. Students demonstrate proficiency on screen in a variety of ways—manipulating pictures, words or sentences, answering multiple choice questions, spelling words, typing, highlighting, etc.

Core5 Reading



The images at the right are included as examples of how students interact with the software. In this Core5 Reading Phonemic Awareness lesson from Level 1, Beginning Kindergarten, students listen to words spoken in syllables and choose the picture match. In a subsequent early lesson, students drag a shell down as they hear syllables spoken.

By Grade 2, students learn the 6 syllable types. In this Phonics lesson, they combine syllables to construct and read multi syllable words. Students hear multi- syllable words and chose the syllables to combine to make words. In a Grade 3 Academic Vocabulary lesson, students click on each highlighted word to hear it pronounced, defined, pictured, and categorized. Then they scroll through the text to read the passage.

After reading, students are reminded that they can use a feature to look back into the text to answer questions. Students also will read text presented in a variety of real-world and cross-curricular formats.

Additionally, the activities for Core5 Reading are designed to be age-appropriate (aligned to State Standards for each grade), motivating (features such as the student dashboard and warm-ups were designed using the principals of self-determination theory), unbiased and culturally sensitive, and considerate of reader task and purpose.

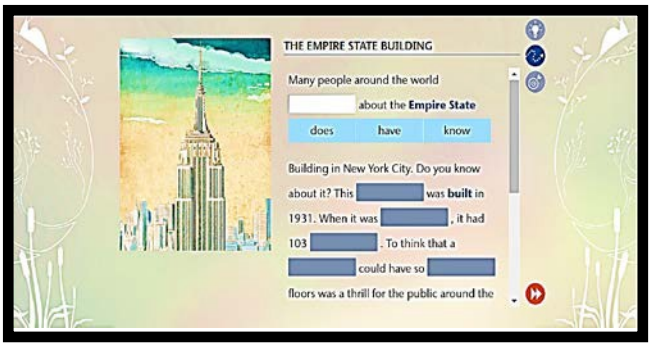
As students move through the levels of the Core5 Reading program, they are engaged and motivated by activities that take students on a journey around the world. Each of the 21 levels in the program represents a different area of the world and introduces new characters that are representative of each geographic region.

Within each level, students have the opportunity to decide on which skills and activities they want to work. This allows the students to be self-directed in their learning as they move through the program and their journey around the world. Students self-monitor through animated progress bars, which monitor activity and unit completion as students work

Students demonstrate proficiency on screen in a variety of ways—manipulating pictures, words or sentences, answering multiple choice questions, spelling words, typing, highlighting, text construction units, interactive visual texts, opinion polls, shared reading activities, and authentic texts stemming from thought-provoking introductions.

For conveying conceptual knowledge, embedded, just-in-time supports such as hyperlinked glossaries, background information, and on-screen coaching are utilized. These embedded just-in-time options allow students to make use of additional supports on their path to proficiency.

PowerUp Literacy



PowerUp Literacy, designed specifically for adolescents, provides a more mature interface than Core5 Reading. It engages students with a range of relevant, high-interest authentic texts, instructional and hook videos, polling questions, and game-based motivational elements. In this Foundational level fluency activity, students choose the site word to complete the passage.

In this **Intermediate** Grammar activity, students highlight parts of speech.

In this Advanced Comprehension activity, after students have made online vocabulary cards, viewed a background building video, and read excerpts from Mahala Yousafzai's speech to the United Nations, they analyze to determine where and how she persuades her audience.

Particularly important for older students, PowerUp Literacy helps students set and manage goals for themselves, and encourages them to take ownership of their learning.

The student dashboard helps students set and manage their own learning goals, and motivates children to read by encouraging them to take ownership of their learning. Based on each student's weekly goals, students can select where they would like to work in each one of the instructional strands—Word Study, Grammar, and Comprehension

Polling questions help students connect with their peers, hook videos pique their interest while introducing texts, and instructional videos inform and entertain with age-appropriate songs and humor. Additional game-based elements motivate students to persevere through challenging content and reward streaks for accurate responses.

7. Materials used for Tier II Intervention should target the improvement of basic skill deficits while supporting and enhancing Tier I (Virginia SOLs) instructional objectives in a different instructional design rather than replace or duplicate it. Tier II is not a SOL Remediation Program. Program alignment to the VA SOLs could be beneficial in prescribing its use in remediation.

Core5 Reading is used by students of all abilities in PreK through grade 5, in which content and computer adaptive technology allow for students to move above and below grade level content as needed. Reading passages increase systematically in complexity and length and range from a Kindergarten through sixth grade level.

- Please review the Core5 Reading Alignment to Virginia English Standards of Learning to see how beneficial in prescribing Core5 Reading is for remediation.

PowerUp Literacy is designed to support struggling and non-proficient older readers in Tiers I and II. The program includes foundational content typically taught in elementary grades presented in a more mature interface. In PowerUp Literacy, complexity extends through grade 8 and includes well-known grade-level trade book content with features designed to support access by non-proficient readers. This structured, leveled design ensures that students are developing the requisite foundational skills that they need to apply to read texts independently. The measures for all connected texts in the program align with recommended grade-level ranges.

- Please review the PowerUp Literacy Alignment to Virginia English Standards of Learning to see how beneficial in prescribing Core5 Reading is for remediation.

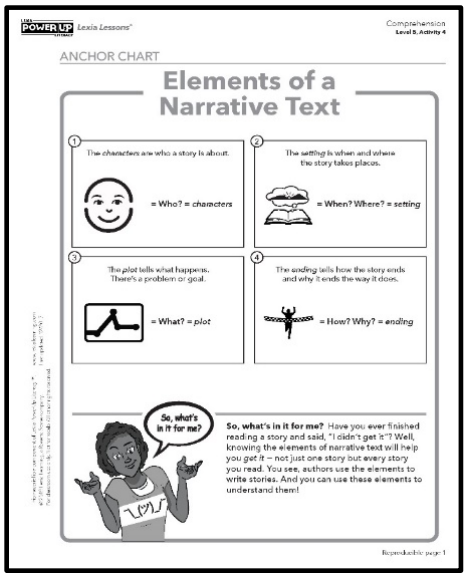
8. Materials used for Tier II Intervention will include student workbooks, manipulatives, and ancillary materials essential for full implementation and will be consistent across the school division and correlated to essential reading components.

The pedagogical approach to Core5 Reading and PowerUp Literacy instruction serves as the basis for the program design and includes significant multi-sensory learning opportunities, requiring phonological and visual discrimination skills associated with foundational reading skill development.

Lexia's instructional materials provide opportunities for students to respond to open-ended questions orally and in writing, build fluency through oral reading, reinforce skills with multi-sensory materials and texts, and engage in collaborative discussions with peers. All materials—both online and digital with the option to be offline—are aligned to the VA SOL's and can be consistently implemented across a school division or district.

For example, Lexia Lessons are designed to provide face-to-face, multisensory instruction. Available with Core5 Reading and PowerUp Literacy, Lexia Lessons are provided to teachers automatically via myLexia, the educator website, based on student performance in the program. They can be delivered offline, either individually or to small groups of students working on the same skill. Teachers can also choose to use Lexia Lessons for offline re-teaching. These lessons include embedded professional development and can be delivered by a teacher or paraprofessional.

Lexia Lessons also include **Anchor Charts** for PowerUp Literacy which summarize skills taught online and in Lexia Lessons. They may be posted in the classroom and shared with other teachers to support reading in content area classrooms.



The Teacher Dashboard on myLexia indicates when a student requires teacher support to master a particular skill and provided a link to the exact Lexia Lesson useful to that student at that time.

Lexia Skill Builders, also available for Core5 Reading and PowerUp Literacy, are practice materials (available digitally with an option to print) that reinforce and extend the online learning**.** Lexia Skill Builders are recommended upon completion of an activity to build automaticity and promote skill generalization. They extend online learning to many speaking and writing activities and are designed to be used independently, or with a teacher, or a peer partner.

Lexia Skill Builders allow students to transfer the skills learned in the student program to offline reading, writing, listening, and speaking activities. myLexia automatically recommends Lexia Skill Builders to teachers once a student completes a level in the online program. A link provides the teacher the exact Lexia Skill Builder useful to that student at that time.

Core5 Reading and PowerUp Literacy also include a library of **writing prompts** that promotes the ideal reading-writing connection, enabling students to practice authentic, focused writing across genres. Teachers also have the ability to **print texts** from the Comprehension strand of curriculum for offline practice and text markup activities.

- For additional information about the ancillary materials available in Core5 Reading and PowerUp Literacy, please see Section II, Request #2.

9. Materials used for Tier II or III Intervention may not be grade-level specific in order to provide intervention that meets the instructional level of each student. The Successful Offeror(s) may choose to include some Tier I materials that could be used for Tier II and Tier III Interventions for students not yet functioning on grade level.

Core5 Reading

Core5 Reading is aligned to the **Multi-Tiered System of Supports (MTSS)** by providing a problem-solving approach for intervention to an individual student. The four stages of this model are:

- Problem Identification
- Analysis of Problem
- Intervention Planning
- Response to Intervention Evaluation

The following describes how Core5 Reading can facilitate and support implementation of a Response to Intervention initiative for students with disabilities or special needs.

Problem Identification— Core5 Reading includes **Auto Placement** tools. Core5 Reading includes a one-time use (per student) of Lexia RAPID Assessment, a Universal Screener built upon the research and in cooperation with the **Florida Center on Reading Research (FCRR).** In addition, Core5 Reading employs a proprietary algorithm **Assessment Without Testing**. This technology gathers real-time, actionable data with every student response in the online programs. The data is used to continuously adapt, differentiate, and scaffold the instruction. Data is organized into daily, weekly, and monthly progress monitoring reports at the District, School, Class, and Student levels informing instructional decision-making.

Analysis of Problem—Lexia's Assessment Without Testing (AWT) technology populates a robust collection of reports that illustrate progress (or lack of it) against national norms and benchmarks. AWT provides a measure of data analysis automatically to support busy educators. Educators can look to the centerpiece for Lexia programs, myLexia, for these supports:

- User-friendly progress and usage reports suitable for sharing as PDFs
- Multiple assignments for each user role allowing multiple educators easy access to class and student data (i.e., teachers and specialists and coaches)
- Recommendations for flexible grouping
- Granular data at the skill level for individual students
- Targeted, explicit lessons tied to progress data for students who require Teacher-led instruction purposeful practice to build recently acquired skills
- Other instructional resources

To learn more about Core5 Reading's intervention levels, please see the Core5 Reading Scope and Sequence

PowerUp Literacy

The three strands of PowerUp Literacy (Word Study, Grammar, and Comprehension) systematically present literacy concepts in three distinct zones: **Foundational (K-2 skills), Intermediate (3-5 skills) and Advanced (6-8 skills)**. The zones are a collection of Levels that represent grade level skills, but the content used to present these skills is more appropriate for the adolescent student, as shown in the Scope and Sequence. The skills within the scope and sequence continually build upon one another to ensure systematic and cumulative instruction. Skills are introduced in one level and reviewed in subsequent levels.

Content in Word Study and Grammar gradually increases in complexity throughout each activity and students are required to achieve 90-100% accuracy in each unit to move on within the activity. Skills in Comprehension are introduced in a highly scaffolded way and then students are asked to work more independently as text complexity increases; the strand culminates in a synthesis of multiple skills in comparing two sources.

Research evidence from comprehensive literature reviews informed PowerUp Literacy's design and development process as well as its scope, sequence, and instructional approach. The keystone of PowerUp's success is its basis in the **Science of Reading**. The program's research-based scope and sequence is rooted in the components of reading comprehension identified by the **Simple View of Reading**: Word Study (Decoding), Grammar (Language Comprehension), and Comprehension (Reading Comprehension). These components are predictive of reading and academic success.

In addition, learners engage in instructional experiences guided by findings from classroom-based intervention research that points to the importance of an explicit, systematic, structured, and engaging approach to instruction in these components. The personalized and adaptive pathway provided by the program's blended-learning design ensures that each student's developmental journey targets his/her specific needs with appropriate scaffolding, support, and reinforcement. As such, the instructional design and approach is highly correlated with the findings of the **National Reading Panel**, as well as research that builds from the Panel's seminal work.

- To view pedagogy overviews for each strand, please see these one-page documents:
  PowerUp Pedagogy Overview: Word Study
  PowerUp Pedagogy Overview: Grammar
  PowerUp Pedagogy Overview: Comprehension

10. Tier III materials should provide intensive, explicit, systematic instruction. These materials should be targeted to specific academic deficits.

Core5 Reading

Core5 Reading supports educators in providing differentiated literacy instruction for students of all abilities in grades PreK–5. Lexia's research-proven program provides explicit, systematic, personalized learning in the six areas of foundational reading instruction—Phonemic Awareness, Phonics, Vocabulary, Fluency, Structural Analysis, and Comprehension.

Core5 Reading targets skill gaps as they emerge, providing teachers with the data and student-specific resources they need for individual or small-group instruction. Core5 Reading engages and motivates students in a game-like environment and provides progress-monitoring data without a testing event.

When students first log in, an **Auto Placement** tool is used to identify their proficiency gaps and place them at a start level consistent with their reading skills. For example, a second-grade student with dyslexia may place at a kindergarten or low first-grade level and begin working on activities appropriate for his or her personal skill set. Core5 Reading prescribes the appropriate intensity of instruction to reach end-of-year benchmark, adjusted monthly based on performance, and uses adaptive technology to include the explicit instruction needed to accelerate skills acquisition.

As students work on an activity, the program provides a scaffolding system for support and instruction as necessary. If students struggle in a unit, automatic branching moves them to Guided Practice with fewer stimuli and more structure. If students continue to struggle, they move to Direct Instruction, which explicitly teaches the skill to the students.

Teachers have access to online reports that identify students who are struggling with a particular skill. Those students are flagged for teacher-led individual or small-group instruction that can be provided through targeted teacher-led Lexia Lessons. Once a digital with the option to print lesson has been presented, students can move back into the online program for intensive review and practice.

After completing all units in an activity, students are provided with Lexia Skill Builders—paper-and-pencil tasks developed to reinforce and extend the skills presented in the activity. Lexia Lessons and Lexia Skill Builders provide opportunity for use of multi-sensory techniques that are helpful for students with dyslexia to remember and apply the skills being presented and reviewed.

In addition, the Class View report tells the teacher which students need support or practice with the same skills, serving as a grouping tool.

- To learn more about these studies, please see the: Core5 Reading ESSA Strong Report - Supporting Struggling and Non-Proficient Readers with Core5 Reading

PowerUp Literacy

In the context of the RTI framework, PowerUp Literacy helps secondary educators provide targeted, personalized instruction in fundamental literacy skills to students in grades 6 and above identified for Tier II and Tier III intervention and to frequently monitor student progress without a separate testing event.

Lexia Learning was originally founded to provide reading intervention for students with language-based learning difficulties, including Dyslexia. The Instruction Step, modifies the task for students who find difficulty with the Standard Step.

Students are able to access PowerUp Literacy from any compatible device both inside and outside of school, allowing for maximum flexibility in the delivery of browser-based instruction. Student progress and data is synchronized continuously so as students work from different devices, they are able to continue in the program's Scope and Sequence without losing progress.

PowerUp underwent a gold standard randomized control trial (RCT) that meets ESSA's standards for STRONG research - the highest tier. Lexia's rigorous research meets the highest levels of Evidence for ESSA.

- To learn more about these studies, please see the: PowerUp Literacy ESSA Strong Report - Supporting Struggling and Non-Proficient Readers with PowerUp Literacy

SECTION III – TECHNICAL SPECIFICATIONS

A. User Interface

1. Browser Support – the proposed solution shall:

a. Be compatible with the current versions of multiple browsers- at minimum, current versions of Internet Explorer, Edge, Safari, Firefox, and Chrome browsers.

For MAC and Windows, Lexia Learning supports these browsers:

- Chrome 73 or higher
- Firefox 72 or higher
- Safari 13.1 or higher
- Edge 81 or higher

Lexia's instructional programs are web-based, accessible to students, teachers, and administrators anywhere and anytime there is persistent Internet access.

For more information about Lexia's System Requirements, please see the
Latest Core5 Reading System Requirements
Latest PowerUp System Requirements

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

Lexia's browser-based programs are always the most current program versions with updates and fixes automatically provided at no additional cost for the term of the license.

c. Only require standard browser plugins.

JavaScript must be enabled for Lexia's instructional programs. No additional browser plugins are necessary.

For more information on setting up Lexia's programs, please see the
Technical Core5 Reading Technical Setup Flyer
PowerUp Literacy Technical Setup Flyer

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

Lexia Learning provides reading intervention for students with language-based learning difficulties, including Dyslexia. Recognized for excellence by the Council of Administrators of Special Education (CASE), Core5 Reading and PowerUp Literacy encourages students of all abilities to advance their reading skills.

Students with Intellectual Disabilities

Students with a range of disabilities use Core5 Reading and PowerUp Literacy in self-contained classrooms with highly qualified Special Education teachers. Among those students with moderate to severe intellectual disabilities, Core5 Reading or PowerUp Literacy is often used to develop early literacy skills such as letter naming, rhyming, and listening comprehension. Schools serving students on the Autism spectrum and other students who are non-verbal have found Core5 Reading and PowerUp Literacy to be an engaging and important aspect of their language curriculum.

The later levels of the programs are only recommended if the student's language and literacy levels are consistent with the requirements of the later elementary grades (Core5 Reading) or the respective secondary grade levels (PowerUp Literacy).

Students with Physical Disabilities

Core5 Reading and PowerUp Literacy have been used in conjunction with technology-based adaptive add-ons and/or one-to-one assistance. Some students with physical disabilities use adaptive equipment (e.g. puff sticks, head pointers, mouth operated mouse controls, etc.) that allow access to the user controls and keyboard. These types of physical adaptations make Core5 Reading and PowerUp Literacy a good choice for students with cerebral palsy, paralysis, and other physical limitations. As always, these devices require setup and monitoring from an Assistive Technology Specialist.

A student who is hard of hearing might be a good candidate for using Core5 Reading or PowerUp Literacy if their amplification device allows the student to hear spoken language and isolate sounds. Students who are deaf and cannot hear spoken language are not good candidates for Core5 Reading or PowerUp Literacy. Similarly, some low vision students might benefit from using the programs if the student has the ability to read print on a computer screen or tablet.

Students who are blind and unable to read print will not be able to access Core5 Reading or PowerUp Literacy even with assistive technology.

Regardless of the presenting impairment, teachers should adjust the session time based on the student's ability to sustain mental and physical attention to the task. Some students with severe disabilities will need 1:1 assistance to complete Core5 Reading and PowerUp Literacy tasks although teachers are cautioned not to provide students with the correct responses. Additionally, end-of-year progress goals using Core5 Reading data should be modified based on the student's individual education plan.

Core5 Reading

Core5 Reading has successfully improved the reading achievement of students in Tier II, Tier III, and Special Education intervention programs in grades PreK-12, including:

- Basic Reading Special Education Intervention Grades K-5
- Reading Fluency Special Education Intervention Grades K-5
- Reading Comprehension Special Education Intervention Grades K-5

Core5 Reading is proven to improve learning outcomes required by Federal mandates under the Every Student Succeeds Act (ESSA). Lexia's rigorous research portfolio of studies, published over the past 15 years, meets the highest levels of evidence under ESSA needed to evaluate instructional programs.

- To learn more about these studies, please go here: https://www.lexialearning.com/why-lexia/research-proven

The research-proven program provides each student with a personalized learning path based on his or her strengths and weaknesses. Core5 Reading's Guided Practice Step modifies the task and degree of online text, oral instruction, use of graphics, and scaffolding to meet the needs of various student populations. In addition, educators receive real-time data to create action plans that focus on differentiating instruction to accommodate a student's special needs. The Core5 Reading program's interactive (multiple media) digital technology delivers instruction best in a blended learning model to provide culturally responsive educational practices and intervention awareness.

- For an in-depth look into the ways Core5 Reading provides an inclusive learner experience, please see: https://www.lexialearning.com/products/core5

PowerUp Literacy

The pedagogical approach to reading instruction that serves as the basis for PowerUp Literacy design includes significant multi-sensory learning opportunities, requiring phonological and visual discrimination skills associated with foundational reading skill development. Consideration of a broad range of learners has influenced the design of the program.

In addition, PowerUp Literacy provides teachers with ongoing, detailed progress monitoring and diagnostic data without a test event through Lexia's embedded Assessment Without Testing technology. This data is used to prescribe the number of minutes students need to spend in the program each week. It also identifies when and with which skills students struggle, helping teachers plan and prioritize instruction and flexibly group students for educator-led instruction. Teachers can connect this data to instruction with scripted lessons targeted to student needs and activities that help students generalize the skills learned.

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

Lexia's programs are delivered as a Software-as-a-Service (SaaS) model via the Internet, which is a cloud-based solution. Local installation of applications is not required.

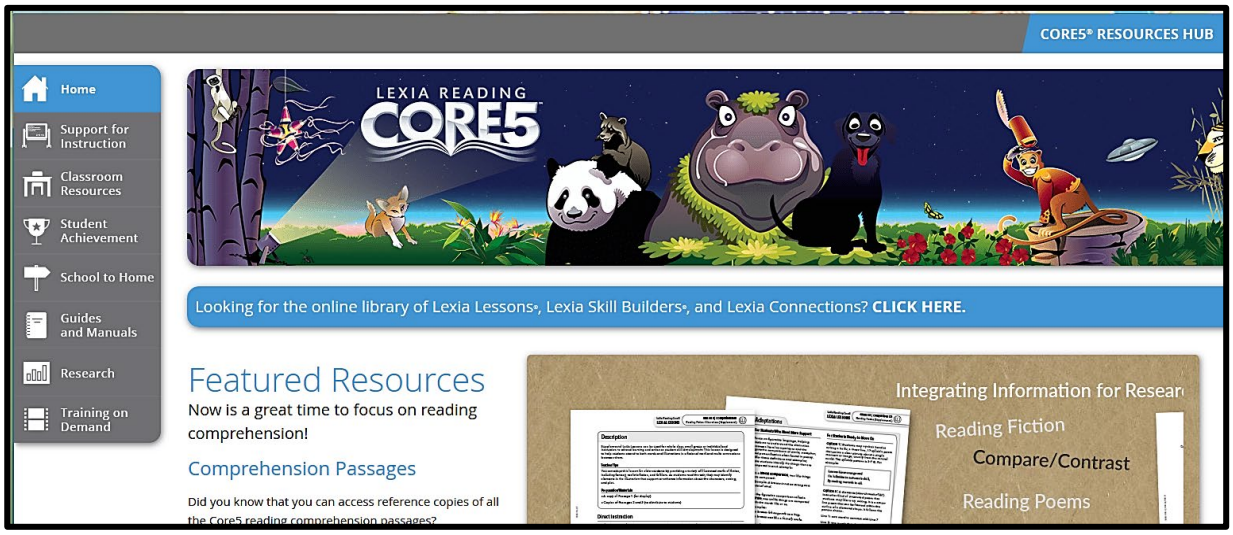
4. The proposed solution shall provide an intuitive user interface that allows for ease of use by teachers and students.

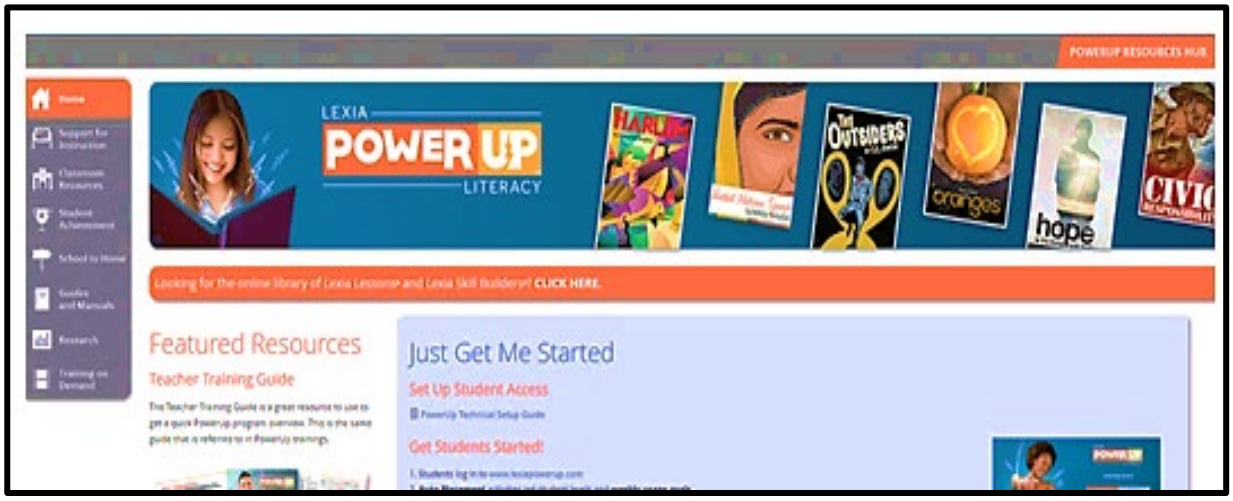
Teachers

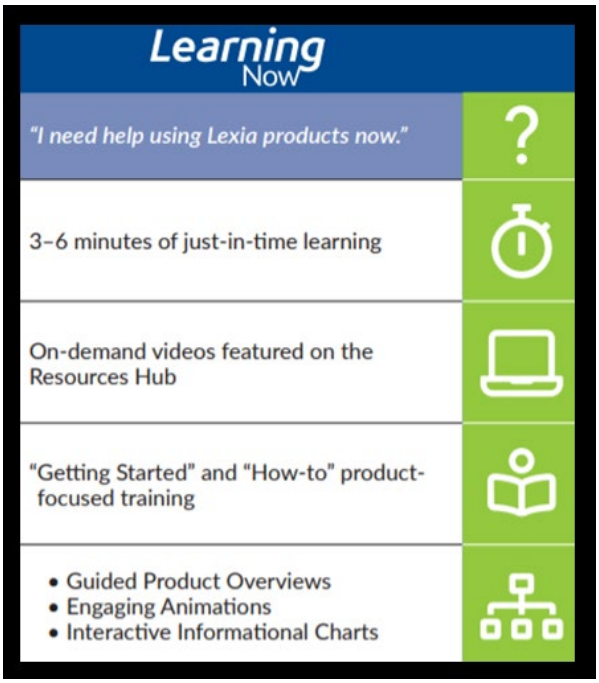
Lexia's educator platform, myLexia, provides an easy-to-use interface for educators. The Teacher Dashboard indicates when a student requires teacher support to master a particular skill. A link provides the teacher the exact Lexia Lesson useful to that student at that time.

The platform also includes a robust reporting system featuring district, school, class, and student reports that is easy to navigate. The reports provide usage, progress, and skills information both in aggregate and at the individual student level. Detailed progress monitoring and diagnostic assessments are tied directly to specific action plans and targeted instructional resources.

Lexia Learning provides embedded libraries of teacher-led instructional materials through the program's Teacher Resources Hubs, ***at no additional cost***. These resources ensure that all students receive personalized and comprehensive instruction and practice in all skill areas.







Notably, the **Learning Now Videos** provide a bank of interactive training videos accessible 24/7 designed to help teachers implement Lexia's programs. Fun, fast, and free, these 3-5 minute videos support just-in-time learning about program content, login and auto placement, using data and reports, adding students, and other topics. The site also links to **Support for Instruction** and **Classroom Resources.** These materials for teacher-led instruction and pencil-and-paper practice include point-of-use directions and lessons.

Students

Core5 Reading enables at-risk, on-level, and advanced students to each work at his/her own pace in an engaging, game-like environment. Students move through the levels of the program where they are engaged and motivated by activities that take students on a journey around the world, visiting locations such as a Japanese Garden, the Great Barrier Reef, or the Swiss Alps.

Each level of the program unlocks a new, exciting setting and introduces new characters that are representative of each region. Students' learning within the program is self-directed, as they decide which activities to complete as they work through the rigorous scope and sequence. The Student Dashboard promotes awareness and ownership of performance and progress by enabling students and parents to track progress toward personalized goals. Students and parents are able to see how many minutes the student should use the program, their current usage progress, and the number of units the student has completed. In addition, the map shows students and parents the places the student has visited throughout the activities and highlights the yet-to-be explored locations and topics.

PowerUp Literacy features a mature, age-appropriate student user interface. Consideration of a broad range of learners' needs and preferences influenced Lexia's program design. For example, color recognition tasks were built using a color-blindness filter to ensure that color-blindness does not impact performance. The text font, style, and delivery was intentionally selected to be visually, developmentally, and age-appropriate with a critical focus on the content that is being delivered at the time of instruction or practice in the platform.

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

Core5 Reading and PowerUp Literacy can be set up on a PC, Mac, Chromebook, iPad, or Android tablet.

For educators, the myLexia App is available for the iPhone, iPad, and iPod Touch. The myLexia App brings student and classroom performance data to the educator's fingertips. This free app allows educators to leverage the power of Core5 Reading and PowerUp Literacy anytime, anywhere, with mobile access to key information and data-driven action plans to help all students on the path to reading success. Educators can also search, access, and print Lexia Lessons, Lexia Skill Builders, and Lexia Connections.

In addition, the myLexia App for Apple Watch is available, making it possible to see at-a-glance:

- Which students need help, which students need more time in the program, and which students should be celebrated for completing a level in the program
- A list of students grouped by specific skills for individual or small group instruction
- A detailed view of each student's performance, including a prediction of his or her percent chance of reaching their end-of-year, grade-level benchmark.

B. Integration

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

MyLexia, the educator website, supports IMS Global's OneRoster™ standard to automate the provisioning and maintenance of school, student, staff, and class information.

Districts can export OneRoster CSV files from their SIS (Student Information System) to an SFTP folder hosted by Lexia Learning; these files are processed nightly to update student accounts, staff accounts, and class rosters in myLexia.

- For more information about using automated integration with Lexia Learning programs, contact Lexia's Customer Support at 800-507-2772 or email support@lexialearning.com.

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

Lexia Learning supports Clever SSO for students and staff as well as LDAP authentication for staff. Using these methods of authentication, a district can securely authenticate users without providing internal passwords to Lexia Learning.

Support has been added in Lexia's programs for the Lexia Single Sign On (SSO) via SAML 2.0. This feature securely and easily allows students to access Lexia's programs using their school or district credentials.

SSO students can access Core5 Reading or PowerUp Literacy through a SSO-configured school or district dashboard, or (browser only) by going to the Core5 Reading or PowerUp Literacy login screen and clicking "Use My School Login" button to login using their school or district credentials. To enable this feature, Lexia Learning must work with the customer to set up and test the configuration.

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

Lexia Learning supports LDAP authentication for staff. Using this method of authentication, the District can control password complexity requirements to ensure that passwords are in compliance with regulations. To enable this feature, Lexia Learning must work with the district to set up and test the configuration.

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

Lexia Learning respects privacy and strives constantly to earn and keep educator, school, and district trust. All personal information shared with Lexia is treated with the utmost care. All users are authenticated through an authentication tier within the private network using HTTPS (TLS 1.0, 1.1, 1.2). Teacher and administrator passwords are stored in Lexia's database using one-way encryption and are not visible to anyone. Users are identified by a unique username and password. Student registration is also tied to teacher account information for initial setup.

User functionality restriction is handled through role-based security.

- In myLexia, the educator website, roles are:
- District Admin—Full access and ability to assign user roles
- District Admin Read-Only—Read-only district access
- School Admin—School Administrator access
- School Administrator Read-Only—Read-only school access
- Teacher—Class access for Teachers
- Teacher Read-Only—Read-only class access for Assistants or Mentors

The Teacher role is generally sufficient for classroom teachers. Through myLexia, educators can easily see support provided to students and groups of students. These include:

- **Usage Reports** show the minutes of software use per session, per week and the time of day software was used.
- **Struggling Student Alerts** appear when a student is not making progress, branching down from the Standard Instructional Step through the supportive Guided Practice Step to the Explicit Instruction Step more than once in an activity. With the alert, a Lexia Lesson is prescribed.
- **Lexia Lessons Delivered** indicator in the Student Action Plan allows the teacher to mark when a prescribed teacher-led Lexia Lesson has been delivered.

School Administration users can see and edit all classes and students in the school and view reports. District Administration users can see and edit all classes and students in the district and view reports.

5. 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:

a. LTI integration as a Tool Provider (TP) with our LMS Solution (Schoology);

Not applicable.

b. SIF - Student Information framework;

Not applicable.

c. Exchange of information through Clever - a third party vendor for exchanging common data for school systems (The Successful Offeror is responsible for any costs incurred with Clever implementation);

Lexia Learning partners with Clever at no additional cost to schools and districts. Clever allows schools and districts to automate integration between a district student information system (SIS) and Lexia Learning. Clever is 100% FERPA-compliant while providing these services to districts that use Lexia's programs.

Clever Secure Sync ingests roster data from a district's SIS, monitors their roster information, and updates the Lexia program application with any changes. New students or changed enrollments are sent to Lexia Learning automatically.

Clever Instant Login is a single sign-on tool for teachers and students.

d. API integration with our SIS, PowerSchool; and,

Not applicable.

e. File exchange to a vendor-supported sFTP server.

Not applicable.

6. No additional fees may be charged to HCPS for data integration

Lexia agrees.

7. Solutions that allow for seamless integration of their product through the IMS Global interoperability standards are preferred and shall support the LTI version 1.1® or higher certified as a Tool Provider with HCPSs LMS Solution (Schoology).

Lexia's data platform, myLexia, supports IMS Global's OneRoster™1.1 to automate the provisioning and maintenance of school, student, staff, and class information for Lexia's programs.

Districts can export OneRoster CSV files from their SIS (Student Information System) to an SFTP folder hosted by Lexia Learning; these files are processed nightly to update student accounts, staff accounts, and class rosters in myLexia.

- For more information about using automated integration with Lexia's programs, contact Lexia Customer Support at 800-507-2772 or email support@lexialearning.com

C. Infrastructure and System Administration

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

Lexia's data is hosted and stored on AWS on Amazon Aurora.

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

Amazon Aurora's encrypted database clusters use the industry-standard AES-256 encryption algorithm to ensure the security of data at rest.

- For complete documentation about AWS's security of data at rest, see https://docs.aws.amazon.com/AmazonRDS/latest/AuroraUserGuide/Overview.Encryption.html

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

Lexia Learning Systems LLC has been awarded the TRUSTe Privacy Seal signifying that Lexia's privacy policy and practices have been reviewed by TRUSTe for compliance with TRUSTe's program requirements including transparency, accountability and choice regarding the collection and use of personal information.

TRUSTe's mission, as an independent third party, is to accelerate online trust among consumers and organizations globally through its leading privacy trustmark and innovative trust solutions.

- For questions or complaints regarding Lexia's privacy policy or practices, please contact Lexia Learning at privacy@lexialearning.com. If not satisfied with the response, can contact TRUSTe here: https://www.truste.com/

The TRUSTe program covers information that is collected through this Web site, http://www.mylexia.com and information that may be collected through Lexia's mobile application.

Lexia Learning does not collect any Personally Identifiable Information (PII) that is not Directory Information that may be designated under FERPA and therefore, no prior parental consent under FERPA is needed for use of Lexia's programs by educational institutions. Lexia Learning is fully compliant with FERPA in all respects.

In addition, Lexia Learning achieved IMS Global conformance certification for its products on the OneRoster V1.0 and V1.0 CSV Import Bulk standards.

Finally, Lexia Learning is fully compliant with The Children's Online Privacy Protection Act (COPPA) in all respects.

- To review Lexia's privacy statements, please visit the Application Data Privacy Policy.

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

Lexia Learning does not contain commercial content nor serves as a vehicle to market goods or services.

5. The proposed solution is required to handle at least 60,000+ concurrent HCPS users with no latency.

Lexia Learning supports over 4 million unique active student users in nearly 20,000 schools in all 50 states and internationally. On a daily basis, as many as 2.5 million students and nearly 125,000 educators login and engage in Lexia's programs. The hosting infrastructure can easily support tens of thousands of concurrent users.

6. 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.

Lexia Learning supports LDAP authentication for staff, but Lexia's programs are not reliant on the LDAP authentication. Lexia's LDAP solution for staff authentication requires firewall access by ID address.

7. 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.

Lexia's Customer Support reports errors in content to Lexia's development and pedagogy teams. Any critical errors are corrected promptly.

D. Computer, Software, and Network Specifications:

The proposed solution shall meet all performance requirements defined in this document and be currently compatible with the following minimum computer specifications as well as maintaining compatibility with updates/patches/versions of listed software for the duration of the contract (at a minimum beginning with the versions listed below) {See list pg 5-9}

Lexia Learning is compatible with the most recent versions of Chrome/Edge and Windows 10.

- For more information, please see
  Latest Core5 Reading System Requirements
  Latest PowerUp System Requirements

TAB 3 – Offeror Qualifications, Experience, Resumes and Financial Capacity

In this tab, offeror should demonstrate the Offeror's and their staff's qualifications and experience in providing the services as requested in this Request for Proposal (RFP).

a. Years in business outlining the company history and experience providing services as requested in this RFP;

Lexia Learning Systems LLC, A Cambium Learning® Company, is one of the best-known and most highly respected reading-technology companies in the world. Founded more than 35 years ago with private funding and grants obtained from the National Institute of Child Health and Human Development, Lexia's products are used by more than 4 million students.

Lexia's ongoing commitment to peer-reviewed efficacy research and gold-standard outcome studies are at the center of the company's pedagogical approach. Lexia® Core5® Reading, the company's award-winning, flagship product, has set the standard for technology-based reading instruction by providing explicit, systematic, personalized learning on fundamental literacy skills for students of all abilities. With the launch of Lexia® Rosetta Stone English® (August 2020), Lexia® PowerUp® Literacy (2018), and Lexia® RAPID™ Assessment (2015), Lexia Learning continues its promise to improve student literacy by leveraging technology to personalize learning and simplifying the use of data to drive instruction.

b. Experience with a project of this magnitude;

In addition to the given references, Lexia Learning partners with many other divisions across the commonwealth of Virginia. Across the country, Lexia partners with numerous other school systems of similar size and demographics as Henrico County Public Schools. With the vast array of sizes and needs of districts, Lexia has cross functional teams to support districts in all phases of evaluation, implementation, technology integration, coaching, research and much more.

c. Evidence of financial stability;

The Rosetta Stone Quarterly Report (10-Q) provides a continuing view of the company's financial position. The Results of Operations Chart provides a more granular view of revenue for the first quarter of the sales year.

- The Rosetta Stone Quarterly Report (10-Q) report can be found at: sec.gov

d. Experience with development of digital content aligned with Virginia SOLs;

For 37 years, Lexia Learning creates, develops, and supports the use of instructional methodologies, technology, and data to drive instruction resulting in Core5 Reading and PowerUp Literacy. Therefore, Lexia Learning has experience with the development of digital content aligned to state standards, including the Virginia SOLs.

- For details, please see the
  Core5 Reading Alignment to Virginia English Standards of Learning
  PowerUp Literacy Alignment to Virginia English Standards of Learning

e. Experience in K-12;

Overall, 4 million students in grades PreK-12 currently use Lexia's programs.

f. Evidence of research demonstrating the validity of the techniques, materials and interventions presented to include a review from an impartial research-based agency, such as the Florida Center for Reading Research or the Oregon Reading First Review Panel;

Lexia's instructional programs are evidence-proven to improve learning outcomes required by Federal mandates under the Every Student Succeeds Act (ESSA). Lexia has been and continues to be committed to conducting evidence-based, scientific research to support the development of Lexia products and demonstrate the efficacy of Lexia programs. The company's rigorous research portfolio of over 20 studies, published since 2004, meets the highest levels of evidence needed under ESSA to evaluate instructional programs.

- To view Lexia's full research and efficacy portfolio, please see:
  https://www.lexialearning.com/why-lexia/research-proven

Core5 Reading Efficacy Studies

Core5 Reading is proven to improve learning outcomes required by Federal mandates under the Every Student Succeeds Act (ESSA). Lexia's rigorous research portfolio of over 20 studies, published since 2004, meets the highest levels of evidence needed under ESSA to evaluate instructional programs.

- To view Lexia's full research and efficacy portfolio, please see: https://www.lexialearning.com/why-lexia/research-proven

In June, 2020, Core5 Reading for grades K-5 was rated as **Strong** for Struggling Readers. Evidence for ESSA is an independent review organization that helps school, district, and state leaders know about programs that meet ESSA evidence standards. The criteria required by Evidence for ESSA exceed what are outlined in Federal legislation.

In addition to providing a global categorical rating about alignment to ESSA, Evidence for ESSA also provides an **effect size**—a quantitative measure of educational effectiveness. An effect size that is greater than 0.1 means that the program has a meaningful impact. The Department of Education estimates that the average elementary intervention has an effect size of 0.07.

Core5 Reading's effect size is 0.23, which is **one of the highest of all programs** with an evidence base that qualified for review by Evidence for ESSA, making it a very effective elementary literacy intervention.

- To view the Evidence for ESSA report for PowerUp Literacy, please see: https://www.evidenceforessa.org/programs/reading/lexiar-core5r-reading-program-struggling-readers

Council of Administrators of Special Education

The Council of Administrators of Special Education (CASE) has reviewed Core5 Reading favorably. CASE is an international professional educational organization which is affiliated with the Council for Exceptional Children (CEC) whose members are dedicated to the enhancement of the worth, dignity, potential, and uniqueness of each individual in society. CASE has endorsed Lexia Reading as one of its products for teaching reading.

According to Dr. Luann Purcell, executive director of CASE, "Lexia Reading meets or exceeds all of the criteria on the CASE Scoring Rubric, and therefore carries an official CASE Endorsement." The Executive Committee of CASE called particular attention to several aspects of the program as reason for their endorsement.

Additional External Organizations

In addition to CASE and Evidence for ESSA (both discussed above), the following external organizations have also recognized Lexia's programs for excellence:

- National Center on Intensive Intervention (NCII)
- WIDA, Wisconsin Center for Education Research at the School of Educational Research, University of Wisconsin-Madison
- Florida Center for Reading Research (FCRR), housed in the Florida State University
- LEAP Innovations™, based in Chicago
- Evaluation and Training Institute (ETI), for the State of Utah
- Tech & Learning ISTE 2019: Best of Show Winner

PowerUp Literacy Efficacy Studies

In January, 2020, Evidence for ESSA rated PowerUp Literacy as **Strong**. Evidence for ESSA is an independent review organization that helps school, district, and state leaders know about programs that meet ESSA evidence standards. The criteria required by Evidence for ESSA *exceed what are outlined in federal legislation*.

In addition to providing a global categorical rating about alignment to ESSA, Evidence for ESSA also provides an **effect size**—a quantitative measure of educational effectiveness. An effect size that is greater than 0.1 means that the program has a meaningful impact. The Department of Education estimates that the average middle school intervention has an effect size of 0.11. PowerUp Literacy's effect size is 0.36, which is **the highest of all secondary programs** with an evidence base that qualified for review by Evidence for ESSA, making it the most effective secondary literacy intervention.

To view the Evidence for ESSA report for PowerUp Literacy, please see: https://www.evidenceforessa.org/programs/reading/lexia-powerup-literacy

Seventeen (17) research studies illustrate Core5 Reading's positive impact on struggling readers in grades PreK-5. Of these, eight (8) were peer-reviewed studies published in academic journals and four (4) were reports written by independent third-party evaluators. Five (5) meet standards for ESSA Strong research, the highest level of efficacy evidence outlined by federal law. All of these studies demonstrate positive outcomes for below level readers, with no overriding negative outcomes.

g. Number of current customers;

As of January 2021, Lexia Learning serves 23, 708 schools world-wide with 18, 661 schools in the U.S.A.

h. Number of employees proposed for the development and ongoing processes including training; and

Lexia Learning proposes eleven employees for the development and ongoing processes including training.

i. Resumes of proposed staff that would be assigned to this project.

The following Lexia Customer Success personnel are assigned to assist HCPS. Certification for each person is included in the table below; resumes are provided by web link:

Kate O'Keefe Customer Success Manager	Categorical Special Education (NC, SLD): K-12 Grade Level: District of Columbia Public School, Office of Academic Credentials and Standards Wilson Reading System Level I, Wilson Language Corporation
Selma Woldemichael Customer Success Manager	Non-Categorical Special Education K-12 Grade Level Washington, D.C. College Elementary Education PreK-6, State of Virginia
Shana Bernabela Customer Success Manager	No Certifications
Lisa Anderson Customer Success Manager	No Certifications
Julie Brown Professional Learning Facilitator	TEFL Certificate, University of Montana CELTA (Certificate in Teaching English to Speakers of Other Languages), University of Cambridge

LaTonya Simmons Professional Learning Facilitator	Georgia Professional Standards Certification, Early Childhood Education, ESOL, & Coaching Endorsements Georgia Department of Education
Chris Diemer Professional Learning Facilitator	Elementary Education K-6 Highly Qualified Learning Disabilities K-12 Highly Qualified Emotional Disabilities K-12 Highly Qualified Physical Education K-12, Issued by the State of South Carolina
Lori Felder Professional Learning Facilitator	Professional Educator's Certificate Elementary Education (GradesK-6) English (Grades 6-12) ESOL Endorsement Maryland Department of Education & Florida Department of Education

TAB 4 – Service Approach and Implementation

In this tab, offerors should describe, in detail, the proposed solution. Offerors shall discuss their current workload and their ability to provide their proposed solution by July 1, 2021. Offerors shall provide, at minimum, the following:

a. A sandbox environment for any digital proposed solutions for the committee to use for evaluation. If the "sandbox: environment is not available, offerors shall provide screen shots for the product with their proposal;

Updates to the licensed products and services will occur in accordance with the License and the Proposal. Lexia does not undertake any obligation to inform the District prior to non-material product updates, nor does its offer include a sandbox environment. Lexia Learning is willing to discuss the District's needs related to these topics and negotiate additional services as necessary.

b. Samples of the instructional materials (printed format) that are being offered. See Sec. VIII for instructions.

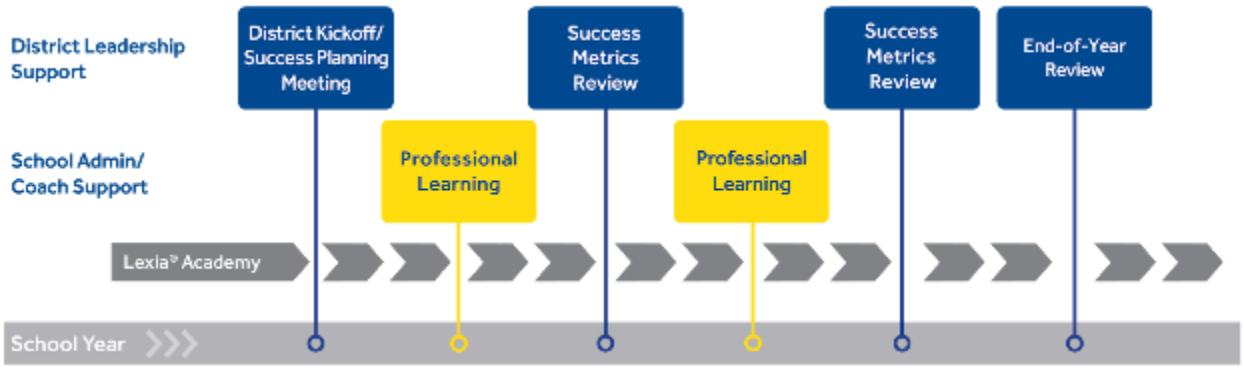
Lexia Learning has shipped samples of the instructional materials (printed format) to the district.

c. A projected schedule for performing key phases of the project, including estimated time frame;

District Success Partnership

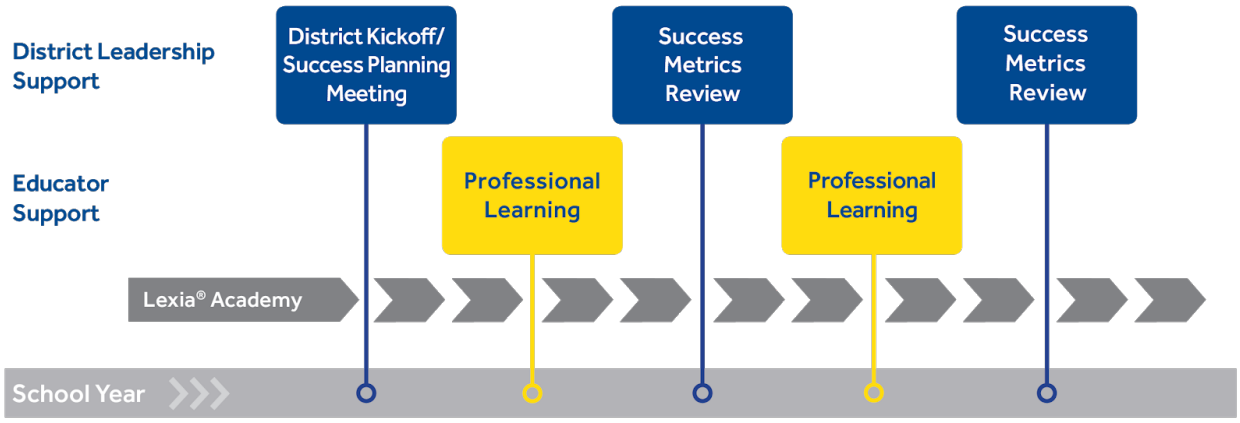
The Lexia Learning District Success Partnership ensures that the capacity of district stakeholders is appropriately supported so that long-term student reading achievement can be sustained over time. Lexia's team focuses on helping Henrico County Public Schools receive maximum impact from their investment while helping the district build internal capacity.

Typical Timeline of District Success Partnership



District Success Partnership—Special Populations

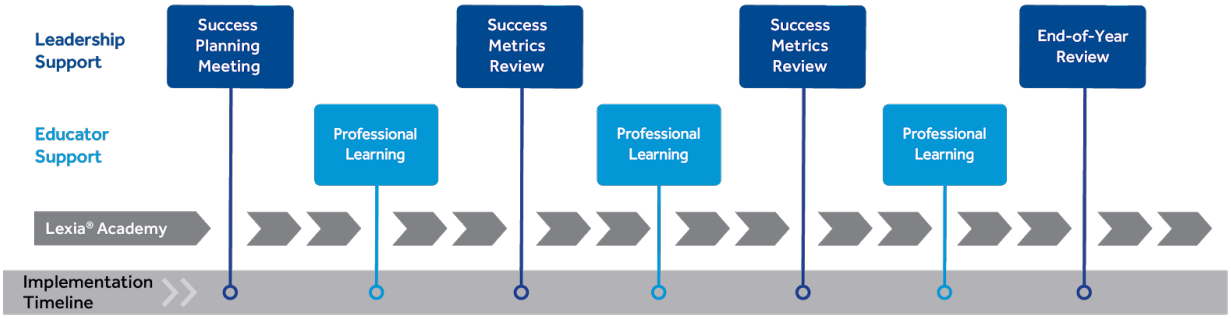
The District Success Partnership provides a dedicated Success Manager who will work directly with the designated district level contact(s) to set goals and develop a personalized and effective plan for a districtwide special population's implementation of Lexia's solutions. The Success Manager will schedule centralized educator professional learning sessions and/or meet with district leaders up to twice on-site and twice live online each year to review data and support implementation to the desired outcome for staff and students.



Implementation Success Partnership

Lexia Learning believes in building strong level leadership teams to create and sustain the successful implementation of any initiative. Therefore, the Implementation Success Partnership includes a dedicated Success Manager who facilitates virtual conversations as described below.

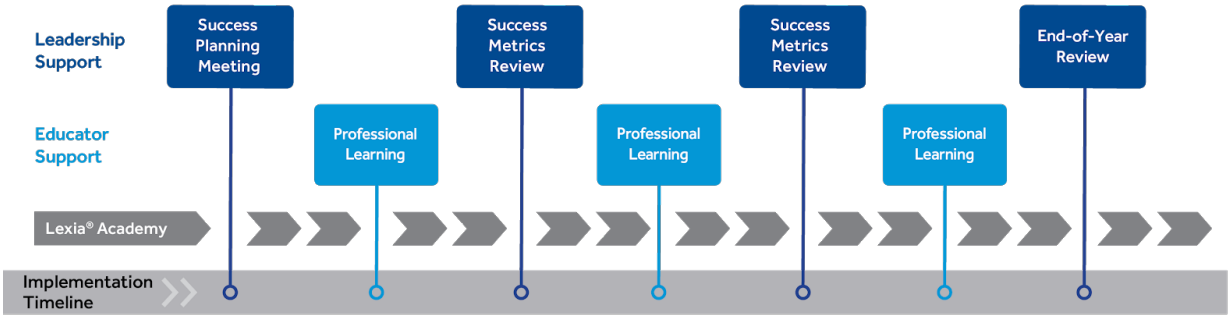
The following is a typical implementation timeline for a school level first-year implementation under the School Level Implementation Success Partnership (ISP) model:



Virtual Implementation Success Partnership

Lexia Learning believes that strong building level leadership teams are essential to creating and sustaining the successful implementation of any initiative. Therefore, the Virtual Implementation Success Partnership includes a dedicated Success Manager who facilitates virtual conversations as described below.

The following is a typical implementation timeline for a school level first-year implementation under the Virtual Implementation Success Partnership (vISP) model.



d. Any agreements to which HCPS may be required to agree to as part of the contract should your firm be awarded the contract. (i.e. Service Level Agreement etc.)

- Please see the Lexia Learning End User License Agreement (EULA).

e. Any terms and conditions the "end user" is required to accept;

- Please see the Lexia Learning End User License Agreement (EULA).

f. Discuss how parental consent is handled, if required; and

Lexia Learning does not collect any Personally Identifiable Information (PII) that is not Directory Information that may be designated under FERPA and therefore, no prior parental consent under FERPA is needed for use of Lexia's programs by educational institutions. Lexia Learning is fully compliant with FERPA in all respects.

g. A detailed timeline for implementation of the proposed solution indicating resources (responsible party) and completion dates.

District Success Partnership Support of *District Level Leaders*

District Leadership Support	Recommended Timing/ Location	Description of Support
District Kickoff / Success Planning Meeting and Logistics/Rollout	Minimum of three weeks prior to student and staff rollout; onsite	Complete Implementation Plan and determine logistics of rollout
Technical Setup Check	Prior to launch	Ensure student and teacher accounts are created and devices are set up
District Success Metrics Review	Between 6-10 weeks after student and staff rollout; virtual	Review implementation plan, analyze data in myLexia, set goals
District Success Metrics Review	Between 12-16 weeks after student and staff rollout; virtual	Review implementation plan, analyze data in myLexia, set goals
District End of Year Review	Near the end of the school year; virtual	Reflect on implementation successes and challenges, plan for continuous improvement for next year

District Success Partnership Support of School Level Leaders

District and Building Leader Support	Recommended Location	Description of Support
Lexia Academy	Anytime, Anywhere	Self-Paced Product and Structured Literacy
Professional Learning	Onsite*	Professional learning to deepen the working knowledge of the student and teacher components of the program and the district's expectations for building leaders to support their staff and students for program implementation
Professional Learning	Onsite*	Professional learning to support implementation with fidelity including how to monitor data and provide realistic support to staff and students
*Onsite training fulfilled with virtual training equivalency as needed. Virtual training equivalency = four (4) live online sessions for each onsite training day session.		

District Success Partnership—Special Populations

Leadership Support	Recommended Timing/ Location	Description of Support
District Kickoff / Success Planning Meeting	Minimum of three weeks prior to student and staff rollout; virtual	Complete Implementation Plan and determine logistics of rollout
Technical Setup Check Technical Setup Guides Need Help? Contact Support Phone: 800-507-2773 Email: support@lexialearning.com	Prior to launch	Ensure student and teachers accounts are created and devices are set up
District Success Metrics Review	Between 6-10 weeks after student and staff rollout; virtual	Review implementation plan, analyze data in myLexia, set goals
District Success Metrics Review	Between 12-16 weeks after student and staff rollout; virtual	Review implementation plan, analyze data in myLexia, set goals

Educator Support	Recommended Location	Description of Support
Lexia Academy	Anytime, Anywhere	Self Paced Product and Structured Literacy
Educator Professional Learning	Onsite* in a central location	Professional learning to deepen the working knowledge of how the program's personalized learning pathways target the needs of students.
Educator Professional Learning	Onsite* in a central location	Professional learning to deepen the working knowledge of how the program's personalized learning pathways target the needs of students.
*Onsite training fulfilled with virtual training equivalency as needed. Virtual training equivalency = four (4) live online sessions for each onsite training day session.		

School-Level Success Partnerships

Implementation Success Partnership

Leadership Support	Recommended Timing	Description of Support
Success Planning Meeting	After/with Kick-Off	Complete Implementation Plan
Technical Setup Check Click here for Technical Setup Guides Need Help? Contact Support Phone: 800-507-2773 Email: support@lexialearning.com	Prior to launch	Ensure accounts are created
Success Metrics Review	First Semester	Review implementation plan, analyze data in myLexia, set goals
Success Metrics Review	Second Semester	Review implementation plan, analyze data in myLexia, set goals
End of Year Review	In the last month of school or first month of summer	Reflect on implementation successes and challenges, plan for continuous improvement for next year

Educator Support	Recommended Timing	Description of Support
Lexia Academy	Anytime, Anywhere	Self-Paced Product and Structured Literacy
National Live Online Professional Learning	Registration Calendar available upon request	A variety of sessions available for staff to register for to best meet their needs
Onsite Professional Learning Session*	Consult with Lexia's Success Manager to schedule at the best time for the staff	Customized to meet the needs of staff
Live Online Professional Learning Session	60-90 minutes	Customized to meet the needs of staff
*Onsite training fulfilled with virtual training equivalency as needed. Virtual training equivalency = four (4) live online sessions for each onsite training day session.		

Virtual Implementation Success Partnership

Leadership Support	Recommended Timing	Description of Support
Success Planning Meeting	After/with Kick-Off	Complete Implementation Plan
Technical Setup Check	Prior to launch	Ensure accounts are created
Success Metrics Review	First Semester	Review implementation plan, analyze data in myLexia, set goals
Success Metrics Review	Second Semester	Review implementation plan, analyze data in myLexia, set goals
End of Year Review	In the last month of school or first month of summer	Reflect on implementation successes and challenges, plan for continuous improvement for next year

Educator Support	Recommended Timing	Description of Support
Lexia Academy	Anytime, Anywhere	Self-Paced online courses about Lexia program implementation and Structured Literacy
National Live Online Professional Learning	Registration Calendar Available Upon Request	A variety of sessions available for staff to register for to best meet their needs
Live Online Professional Learning Session	Consult with Lexia's Success Manager to schedule at the best content, format and time for the staff	Customized to meet the needs of staff

TAB 5 – Technical Administration, User Interface, Security Integration and Devices

In this tab, offerors should describe, in detail, how the proposed solution meets the technical requirement of the RFP. Offerors shall provide, at a minimum, documentation to support:

a. Evidence of their ability to accommodate concurrent users based on data collected from a similar environment;

Lexia Learning supports over 4 million unique active student users in nearly 20,000 schools in all 50 states and internationally. On a daily basis, as many as 3 million students and nearly 190,000 educators login and engage in Lexia's programs (January 2021). The hosting infrastructure can easily support tens of thousands of concurrent users.

For more information, please see the Lexia Learning End User License Agreement (EULA).

b. How accounts are maintained in their system and how they support automated provisioning of users and accounts;

Districts can export OneRoster CSV files from their SIS (Student Information System) to an SFTP folder hosted by Lexia Learning; these files are processed nightly to update student accounts, staff accounts, and class rosters in myLexia.

Data is retained for active accounts with the ability to archive data by request. If the status of an account changes, data is retained according to Lexia's data retention policies. Lexia Learning data retention policies are compliant with FERPA and COPPA policies. Upon formal termination of an agreement to provide services, data is deleted in most cases within 30 days. This time period is usually less than 10 days, but it can also extend beyond 30 days in specific cases.

Lexia Learning also provides multiple ways to create, modify, and delete staff and student accounts:

- Through a graphical user interface,
- Through a spreadsheet import,
- Through nightly processing of CSV files via a SFTP site.

In addition, Lexia Learning integrates with Clever, which securely ingests roster data from districts' SISs and sends new and changed enrollments to Lexia Learning who provides a setting that allows districts to configure if emails are sent to users upon account creation.

c. Describe the data exchange process in detail;

Lexia Learning supports the use of Clever which offers automated data exchange, including single sign-on, and is available to the District ***at no additional cost***. Data can be imported either by sending a CSV file with the information or by using Lexia's automated export/import tool. The Automated Import feature allows districts to automate the addition, modification, and deletion of school, student, staff, and class data through the nightly processing of CSV files on the myLexia® web site.

Administrators can configure certain features including: student demographic information, student state ID, student SIS ID, student numbers, user notifications, mobile device access, and passcode lock on mobile devices. This feature ensures that Lexia's program data is consistent with the data in the student information systems.

d. Describe any limitations the proposed solution may have such as the number of teachers for a class and the number of schools associated with teachers and students;

Lexia programs have the ability to designate more than one teacher per class. No limitations exist for the number of schools associated with teachers and students.

e. Provide per user bandwidth requirements for the proposed solution;

Lexia Learning pledges to always provide the best educational experience using the least amount of network bandwidth. This can be challenging when Lexia's products require high quality audio for the student instruction and learning environment. For that reason, Lexia Learning provides a browser solution as well as mobile apps. These mobile and desktop apps use extremely little bandwidth.

f. Provide the average bandwidth per student required; and,

- For bandwidth needs, see the System Requirements documents on the Technical Guides support area: https://www.lexialearning.com/tech-guides

g. Provide a detailed description of the implementation and support the solution has for LTI version 1.1 or higher certified as a toll Provider (TP) with our LMS Solution (Schoology).

Lexia's data platform, myLexia, supports IMS Global's OneRoster™1.1 to automate the provisioning and maintenance of school, student, staff, and class information for Lexia's programs.

Lexia Learning is currently working with **Apple®** to make Lexia Skill Builders assignable by teachers, a feature that is now available in Apple Schoolwork's app for iPads, laying the groundwork for future LMS integrations with assignable content via the LTI standard.

TAB 6 – Reporting and Monitoring

In this tab, offerors shall provide the following information regarding reports and monitoring

a. Describe program-specific progress monitoring. While program monitoring is desired, HCPS shall continue to monitor student progress using a progress monitoring tool that is independent of the students' curriculum/intervention.

Core5 Reading and PowerUp Literacy utilize the Lexia's proprietary Assessment Without Testing (AWT) technology to measure student progress. Both programs provide detailed progress monitoring, and diagnostic assessments tied directly to action plans and relevant instructional resources. The proprietary Assessment Without Testing technology gathers norm-referenced and criterion-referenced performance data without stopping the flow of instruction to administer a test.

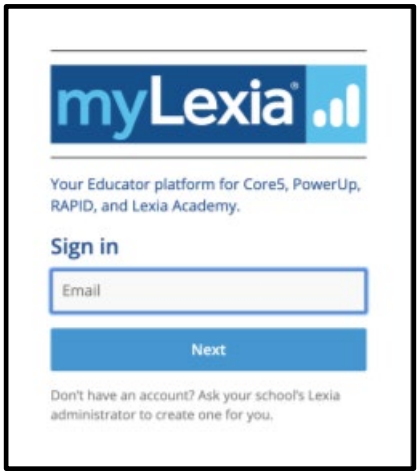
Once a student takes the initial Auto Placement students are then measured against norms-based standards to determine their level of risk for reading failure and their progress against grade level standards for reading. This diagnostic measure, referred to as a Performance Predictor, is reported monthly. These Performance Predictors are specific to each student and can be aggregated across classes, grades, and schools to determine the overall levels of risk in the entire student population. The Performance Predictor includes an instructional risk level—On Target, Some Risk, or High Risk. Performance Predictors have proven to be 90% accurate at identifying students who will reach grade level benchmark by the end of the academic year.

Along with the performance Predictor, **Core5 Reading** also provides a **Prescription of Instructional Intensity**. This Prescription provides weekly usage targets for each student and indicates the amount of time each week that a student needs to work in the program in order to meet their grade-level end-of-year benchmark.

PowerUp Literacy provides students personalized, weekly usage goals for each strand based on their performance. PowerUp Literacy delivers explicit lessons, instructional videos, and skills-based activities through personalized learning pathways that gradually reduce scaffolding and release responsibility for learning to the student, building proficiency and confidence.

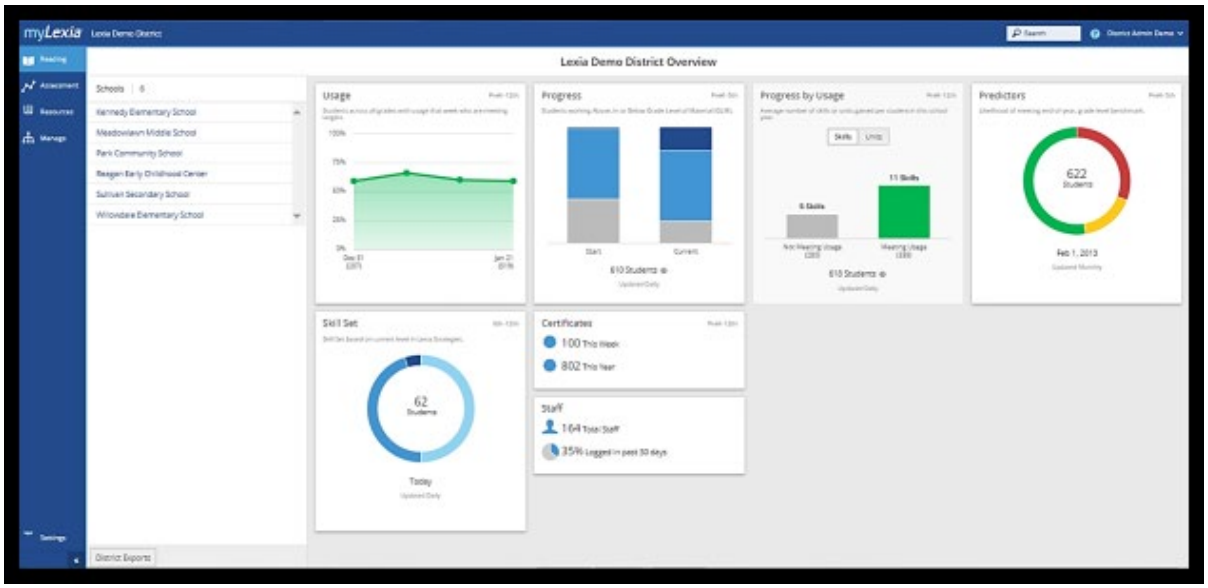
Please see **Tab 2**, **Question 10** for more information about student Auto Placement.

b. Provide samples and descriptions of reports offered and the ability to customize content and reports.



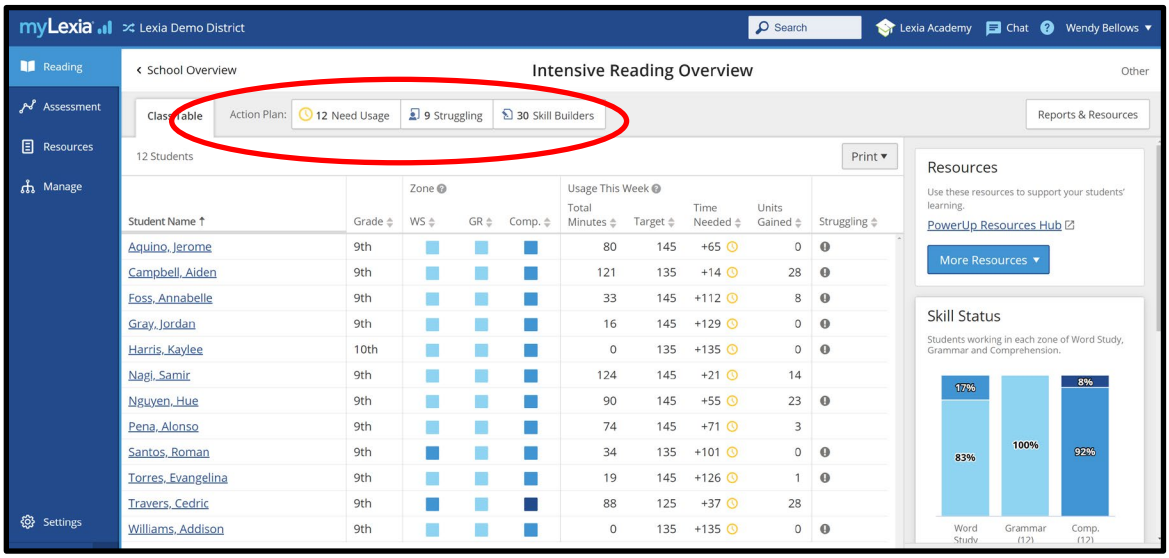
When logging into myLexia, educators immediately see reports at a level most appropriate to their assigned role: District Administrator, School Administrators, or Classroom Teacher or Para-Professional (Please note: Multiple users can be assigned each role). The myLexia data reports provide insight into progress at the district, school, grade, class, and student level. The overview reports for each level provide a clear snapshot of how students are progressing toward grade-level benchmarks. Monthly changes in student reading gains are identified, allowing teachers to monitor progress for each student and for the entire class. Administrators can also view this growth, giving them the ability to monitor reading gains over time on a grade, school and district level.

Once logged on, myLexia's student data is simple to interpret; highly graphic reports and color-coded icons are used throughout to visually signifying risk level and help educators quickly assess and compare the risk of reading failure associated with each of their students.



For example, the **Class Overview** shows teachers important planning information. The **Action Plan**, seen in the horizontal bar near the top of the partial report view below (within red ellipse), provides a quick reference for instructional planning by telling the teacher:

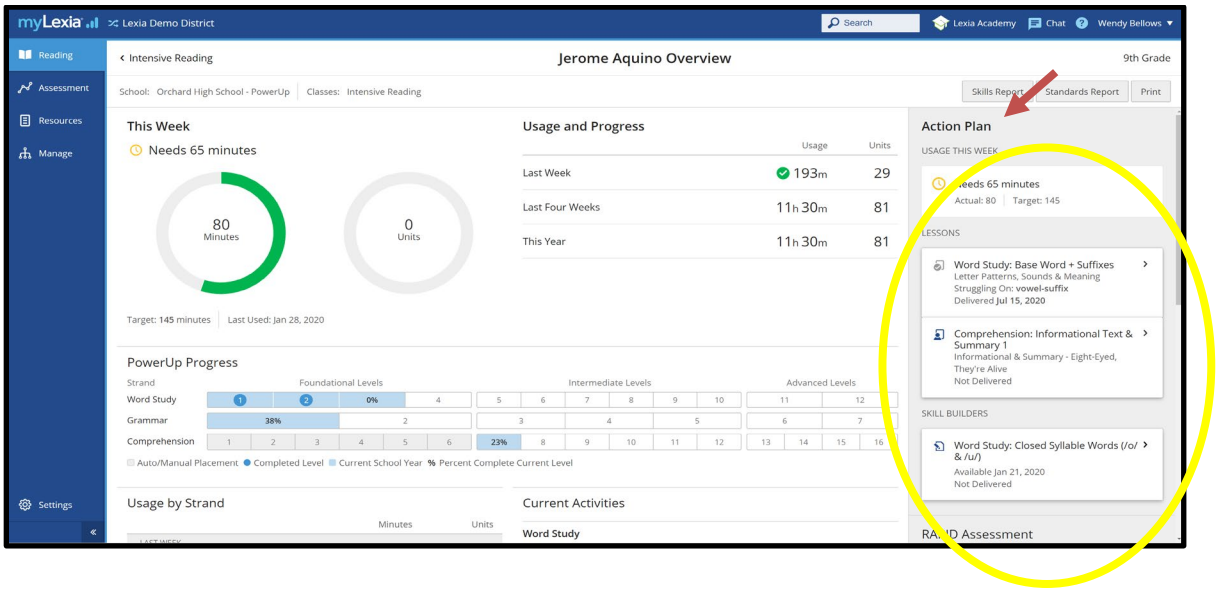
- 12 students need more time in the software to meet their personal Prescription of Intensity
- 9 students are struggling and need offline, teacher-led support with a specific Lexia Lesson
- 30 students have progressed and are ready for a particular offline Skill Builders

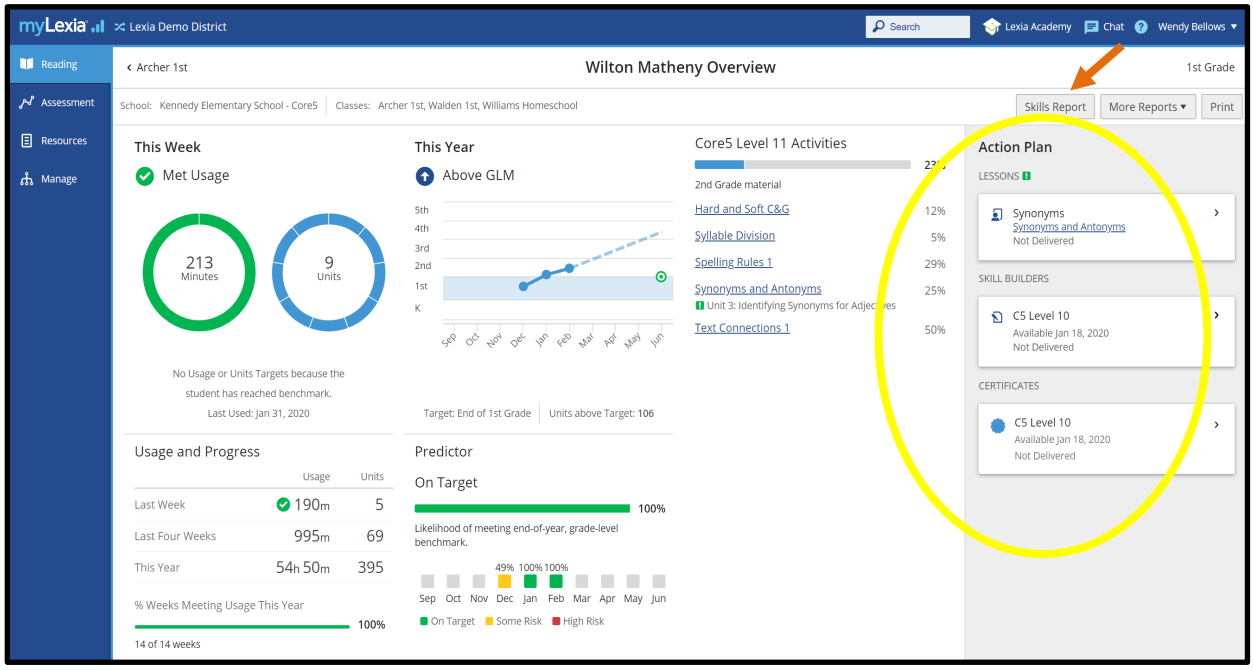


The **Class Overview** report also includes teacher support for planning and record keeping, which is helpful for students with IEPs.

Linked to each student's name in the Class Overview, is his or her personal **Student Overview** report page. Updated in real-time, the report shows the skills in which a student is engaged. The individualized Action Plans take the guesswork out of differentiating instruction as they include links to the appropriate Lexia Lesson or Skill Builder (see yellow ellipse below). These reports help focus time on the greatest need by prescribing the instructional intensity necessary to help students reach end-of-year benchmarks.

Student Overview—PowerUp Literacy:

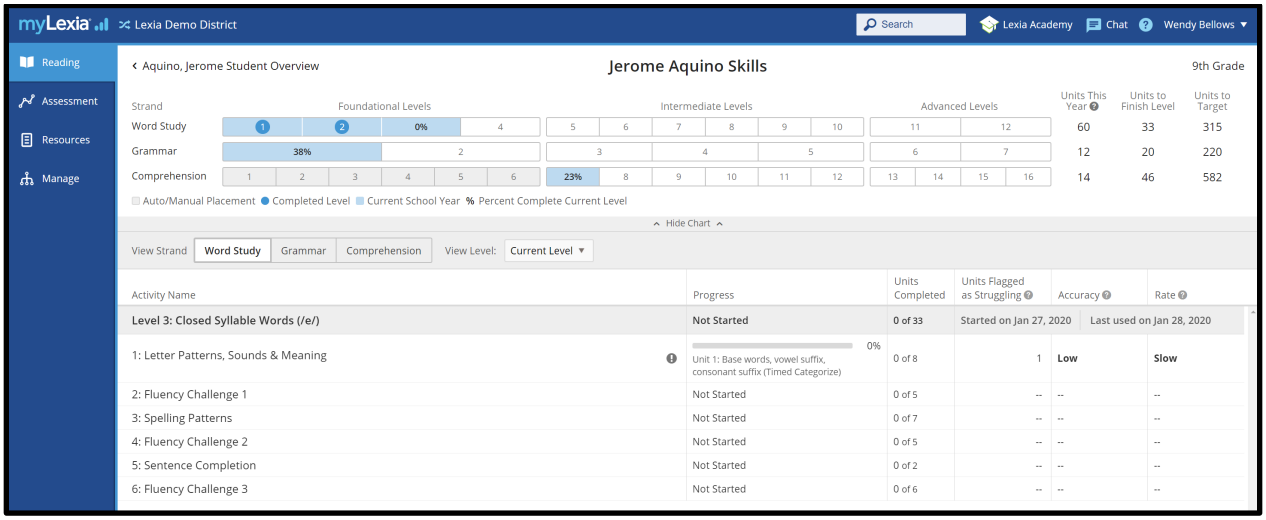




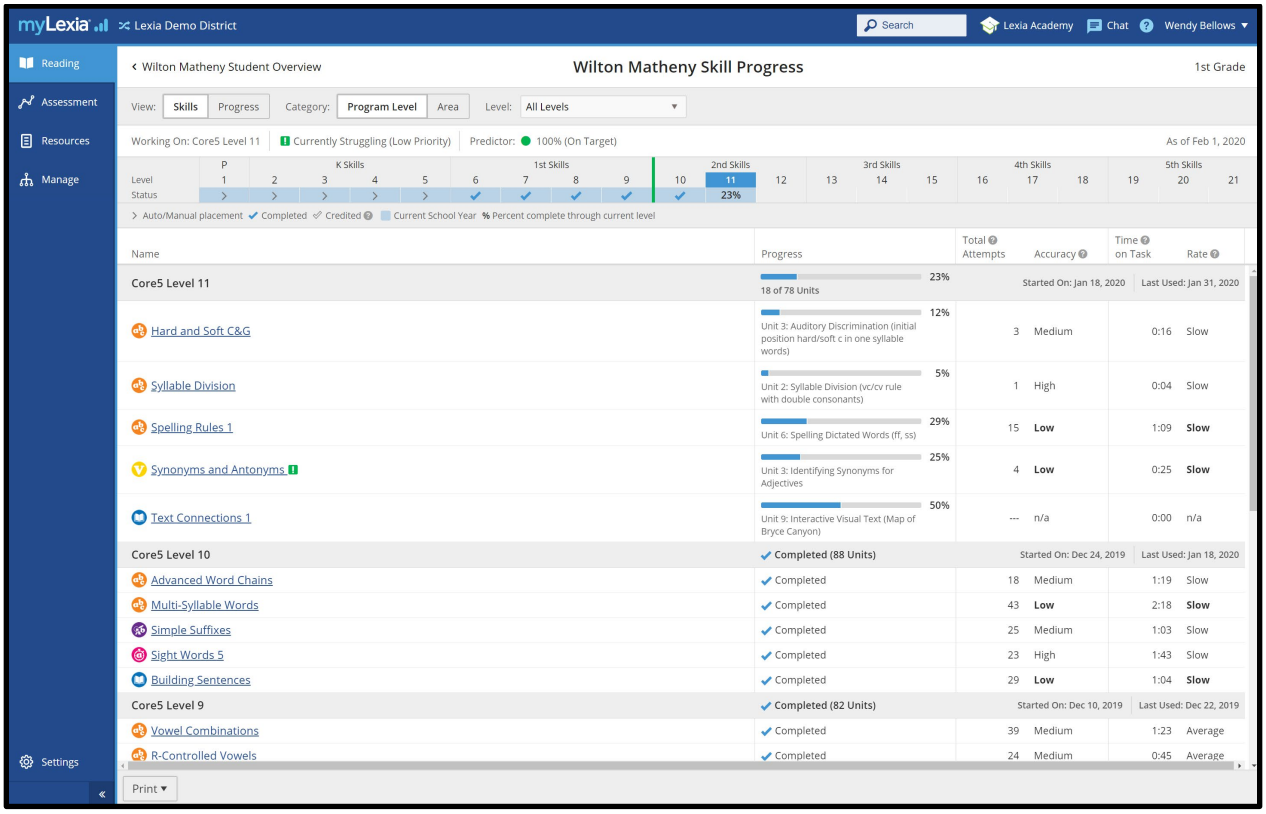
Student Overview—Core5 Reading:

Each student's overview includes a Skills Report (see orange arrow above). Once clicked, myLexia brings you to the student's skills page which identifies the skill areas he/she is currently working, specific skills with which the student needs instruction, the program usage based on the student's recommended minutes in the program, and completed levels.

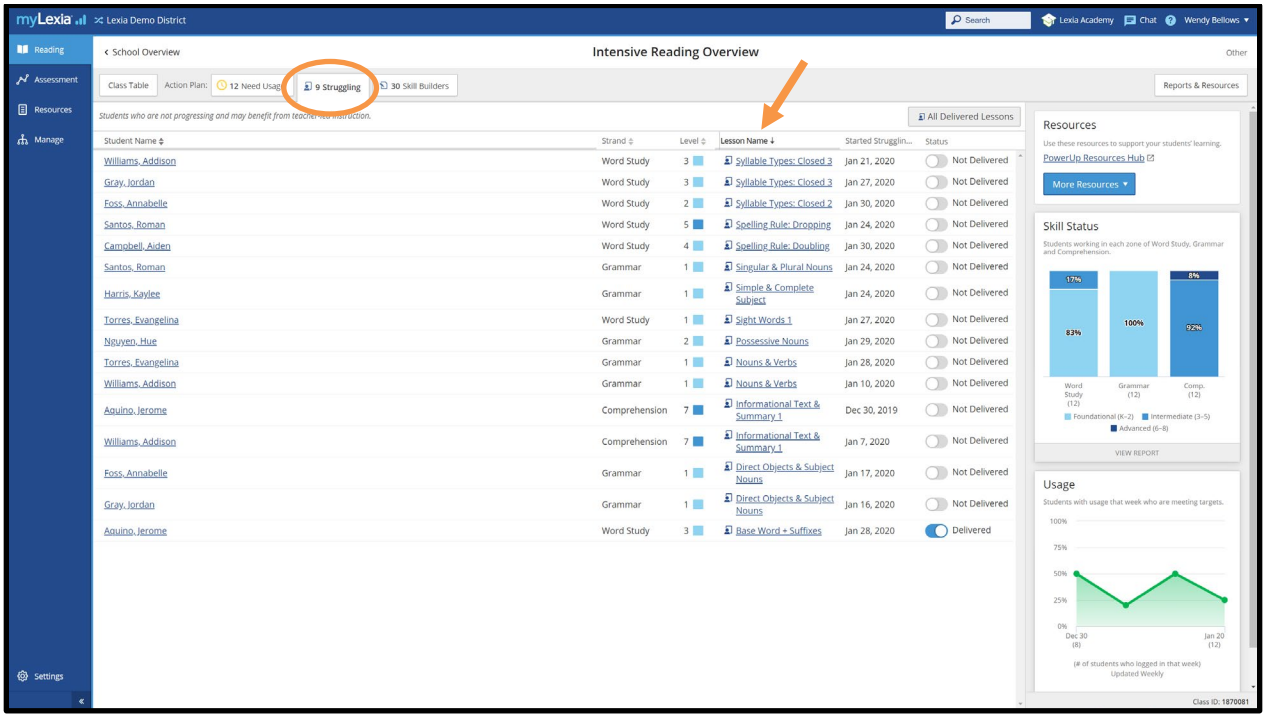
Student Skills Report—PowerUp Literacy:



Student Skills Report—Core5 Reading:



As students interact with the program, Lexia's Assessment Without Testing technology is continuously identifying those students struggling with specific concepts and updating their progress within myLexia. These real-time results offer data an educator can use to immediately supplement online learning with in-person/teacher-led Lexia Lessons. By clicking the Struggling tab in the Class Overview section, a list will populate with the students identified as needing a teacher-led lesson. Once presented with the list of struggling students, the educator can click on the Level column to sort students by priority and/or click the Lesson column to identify students based on skill-specific lessons. This ability to group students based on level/need helps teachers plan for in-classroom instruction by identifying small-groups of students requiring similar support. Once the need is identified, myLexia also provides a link to the in-classroom Lexia Lesson suggested for the targeted skill.



Educators can indicate if a Lexia Lesson has been delivered or not by clicking in the Status column shown above.

TAB 7 – Training and Professional Development

In this tab, offerors shall describe training and professional development that is included with the proposed solution. Offerors shall include a description of the required training for implementation of the program as well as options for continued professional development at either the district or school level. Pricing shall be clearly defined in the proposal submission. Include pricing for county-wide, train-the-trainer model as well as resources and professional development options available to schools at no additional cost.

Lexia Learning developed a variety of Success Partnership Models to meet the diverse needs of districts and schools as they grow their skills in delivering blended learning reading instruction. Lexia's team of customer success experts will partner with Henrico County Public Schools leadership teams to develop a year-long, personalized implementation plan focused on increasing student reading performance by enhancing leaders' and educator's comfort, skills and abilities to use Lexia's data and targeted resources to uncover and address student skill deficits.

Lexia Learning employs a Quality Management System of formalized processes, procedures, and responsibilities to consistently meet customer requirements and to help customers reach their desired outcome while providing an excellent, proactive experience. Supported by a Director of Customer Success Management, Director of Professional Learning Facilitators, and Regional Senior Customer Success Managers, Lexia Learning employs an experienced and talented pool of Customer Success Managers and Professional Learning Facilitators across the United States. This dedicated team uses an implementation planning tool with district and school leadership teams to collaborate on setting clear goals, deliverables, and timelines. Support includes data reviews and data coaching. Staff members have backgrounds in the field of Education and specialized training in Lexia's program use and Adult Education.

Available to all districts:

- **Customer Service Support**—Available via myLexia chat, email or telephone
- **Help Center**—A self-serve, searchable database that provides customers information about Core5 Reading, PowerUp Literacy, rostering, and technical setup at any time.
- **Onboarding Tools**—Admin and teacher welcome email includes links to: Online Professional Learning Guide, Teacher's Manuals, Learning Now videos
- **Teacher Resources Hub**—Teacher Guides and manuals plus various supplemental resources: flashcards, writing prompts, comprehension passages, graphic organizers, certificates, lesson checklists, and more
- **Learning Now**—Videos that provide quick, targeted background knowledge/support

District Success Partnership

The Lexia Learning District Success Partnership ensures that the capacity of district stakeholders is appropriately supported so that long-term student reading achievement can be sustained over time. Lexia's team focuses on helping Henrico County Public Schools receive maximum impact from their investment while helping the district build internal capacity.

Typical Timeline of District Success Partnership

District Success Partnership Support of *District Level Leaders*

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District Success Partnership Support of School Level Leaders

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Lexia Academy	Anytime, Anywhere	Self-Paced Product and Structured Literacy
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District Success Partnership—Special Populations

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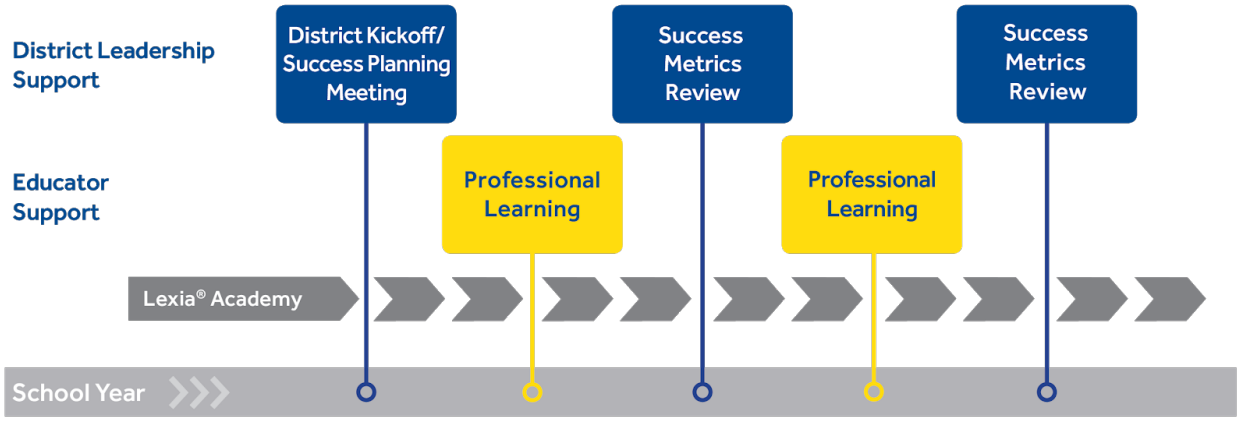

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School-Level Success Partnerships

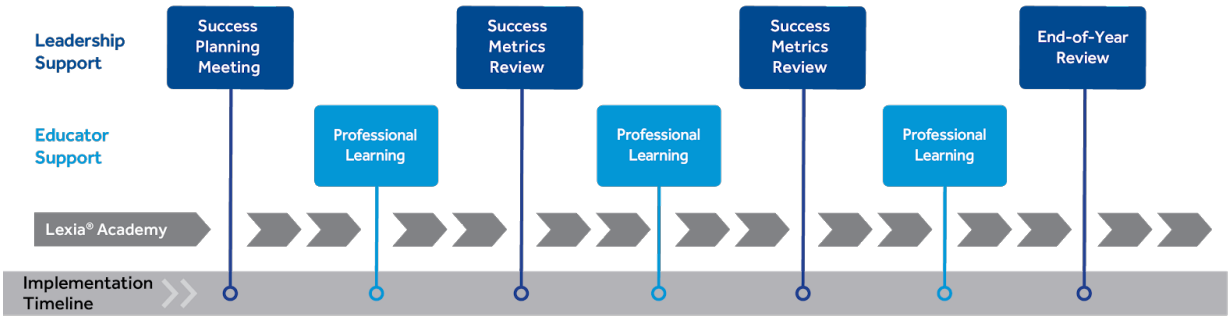
Lexia Learning offers school-level Success Partnership options which allows districts and schools to select the appropriate level of support needed for different phases of implementation and experience with blended learning. The following school-level Success Partnerships are recommended for Henrico County Public Schools:

- **Implementation Success Partnership (ISP)**
- **Virtual Implementation Success Partnership (vISP)**
- **Lexia Academy Success Partnership**
- **Lexia Academy Plus Success Partnership**

Implementation Success Partnership

Lexia Learning believes in building strong level leadership teams to create and sustain the successful implementation of any initiative. Therefore, the Implementation Success Partnership includes a dedicated Success Manager who facilitates virtual conversations as described below.

The following is a typical implementation timeline for a school level first-year implementation under the School Level Implementation Success Partnership (ISP) model:



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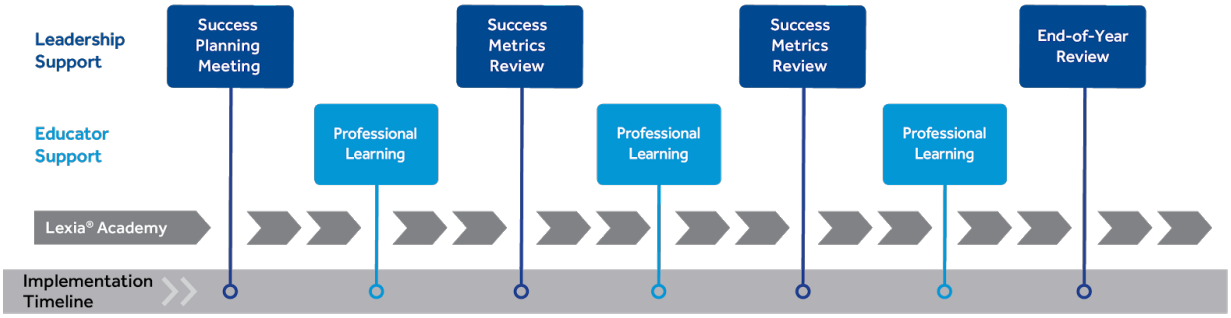
Educator Support	Recommended Timing	Description of Support
Lexia Academy	Anytime, Anywhere	Self-Paced Product and Structured Literacy
National Live Online Professional Learning	Registration Calendar available upon request	A variety of sessions available for staff to register for to best meet their needs
Onsite Professional Learning Session*	Consult with Lexia's Success Manager to schedule at the best time for the staff	Customized to meet the needs of staff
Live Online Professional Learning Session	60-90 minutes	Customized to meet the needs of staff
*Onsite training fulfilled with virtual training equivalency as needed. Virtual training equivalency = four (4) live online sessions for each onsite training day session.		

Virtual Implementation Success Partnership

Lexia Learning believes that strong building level leadership teams are essential to creating and sustaining the successful implementation of any initiative. Therefore, the Virtual Implementation Success Partnership includes a dedicated Success Manager who facilitates virtual conversations as described below.

The following is a typical implementation timeline for a school level first-year implementation under the Virtual Implementation Success Partnership (vISP) model.



Leadership Support	Recommended Timing	Description of Support
Success Planning Meeting	After/with Kick-Off	Complete Implementation Plan
Technical Setup Check	Prior to launch	Ensure accounts are created
Success Metrics Review	First Semester	Review implementation plan, analyze data in myLexia, set goals
Success Metrics Review	Second Semester	Review implementation plan, analyze data in myLexia, set goals
End of Year Review	In the last month of school or first month of summer	Reflect on implementation successes and challenges, plan for continuous improvement for next year

Educator Support	Recommended Timing	Description of Support
Lexia Academy	Anytime, Anywhere	Self-Paced online courses about Lexia program implementation and Structured Literacy
National Live Online Professional Learning	Registration Calendar Available Upon Request	A variety of sessions available for staff to register for to best meet their needs
Live Online Professional Learning Session	Consult with Lexia's Success Manager to schedule at the best content, format and time for the staff	Customized to meet the needs of staff

Educator Professional Learning Options

Educator Professional Learning options for the Implementation Success Partnership or Virtual Implementation Success Partnership—content and format—are determined by school administrator(s) and Lexia's Customer Success Manager.

Core5 Reading

- Core5 Reading Launch
- Core5 Reading Data Coaching
- Core5 Reading Instructional Materials

PowerUp Literacy

- PowerUp Literacy Launch
- PowerUp Literacy Data Coaching
- PowerUp Literacy Instructional Materials

Additional professional learning options are determined by school and teacher needs and may include the following:

Core5 Reading:

- Advanced Data Coaching
- Advanced Instructional Materials
- Blended Learning Workshop
- Family Support
- Coaching
- Modeling of PLCs
- Supporting Special Populations

PowerUp Literacy:

- Blended Learning Workshop
- Family Support
- Supporting Emerging Bilingual Students

Lexia Academy Success Partnership

Lexia Academy is an eLearning platform that supports educators' professional growth with self-paced, meaningful, and relevant learning opportunities—anytime, anywhere. Courses are structured with incremental learning segments to help busy educators of all levels immediately apply their newly acquired skills in the classroom. The content includes information about Lexia's programs, getting started support, data analysis, blended learning model, classroom implementation, structured literacy, and best practices in literacy instruction. This partnership option provides unlimited access to Lexia Academy as well as support for technical setup.

The Lexia Academy eLearning platform is included with the District Implementation Partnership and all school-level partnerships.

In addition to access to Lexia Academy courses, the **Lexia Academy Success Partnership** provides the following proactive support:

- Assistance with Automated Rostering (e.g. Clever, ClassLink)
- Technical Setup Support
- Access to Customer Support via Chat, Email, and Phone
- Access to Learning Now Videos
- Access to Educator Resources Hub
- Access to the Launch Toolkit
- Getting Started Courses via Lexia Academy with Digital Badge
- Structured Literacy Courses via Lexia Academy with Digital Badge

Lexia® Academy *Plus* Success Partnership

The Lexia Academy Plus partnership provides full access to the Lexia Academy eLearning platform described above and also includes the same proactive support bulleted above. In addition, this partnership includes access to **National Live Online Professional Learning Sessions**—a national schedule of live online or recorded professional learning sessions to assist with technical set-up requirements and to assist educators in getting started implementing Lexia's products in their classrooms.

TAB 8 – Pricing

In this tab, offerors shall provide a detailed pricing schedule. The price shall include all costs associated with providing the services and materials outlined in Sec. II and Sec.III of this RFP.

a. List all categories separately, itemized for evaluation such as material cost, training of County staff, projected man-hours, hourly rates, etc.

b. Include a statement that the Offeror will provide all services as outlined in their proposal.

c. Provide all costs for annual services for each program being offered up to five years. To include the following:

i. Provide a cost proposal for professional development and training for HCPS new hires working with reading RTI Tier II and Tier III interventions beyond the first year of implementation.

ii. Provide a separate cost for consumable materials.

iii. Provide a separate cost for RTI Tier II and Tier III interventions for secondary (grades 6-12) writing skills.

d. Provide pricing for Year 1 on Attachment G, based on your firm's pricing model. If more than one program is being offered, offers must provide a separate Attachment G for each program being offered.

Lexia Learning agrees to provide all services as outlined in this proposal. Please refer to Attachment G and the Lexia pricing options on the following pages. No consumable materials are included.

PROGRAM BEING OFFERED:_Core5 Reading_Offeror Name:_Lexia Learning Systems LLC

For evaluation purposes, provide pricing for each grade level offered based on your firm's pricing model and the information listed below.

Provide total cost per class, Professional Development, Licenses, and Consumeables for each year. Provide one worksheet per program your firm is

	YEAR 1
Grade Level	
K	$1,150
1	$1,150
2	$1,150
3	$1,150
4	$1,150
5	$1,150
6	
7	
8	
9	
10	
11	
12	
Professional Development -	0
Lexia Academy Plus - Included with purchase	
Licenses - 10 Student Licenses	
Consumeables - Included with purchase	0
Grand Total	$6,900

Class size: 10 Students per class/1 teacher
Provide total cost per class, Professional Development, Licenses, and Consumeables for each year. Provide one worksheet per program your firm is offering.

PROGRAM BEING OFFERED:_PowerUp Literacy_Offeror Name:_Lexia Learning Systems LLC

For evaluation purposes, provide pricing for each grade level offered based on your firm's pricing model and the information listed below.

Provide total cost per class, Professional Development, Licenses, and Consumeables for each year. Provide one worksheet per program your firm is

	YEAR 1
Grade Level	
K	
1	
2	
3	
4	
5	
6	$1,150
7	$1,150
8	$1,150
9	$1,150
10	$1,150
11	$1,150
12	$1,150
Professional Development -	0
Lexia Academy Plus - Included with purchase	
Licenses -	
10 Student Licenses	
Consumeables - Included with purchase	0
Grand Total	$8,050

Class size: 10 Students per class/1 teacher
Provide total cost per class, Professional Development, Licenses, and Consumeables for each year. Provide one worksheet per program your firm is offering.

Core5 Reading & PowerUp Literacy

STUDENT SUBSCRIPTION OPTIONS	
Core5 Reading & PowerUp Literacy	
	1 year Term
50 Student Licenses + Lexia Academy Plus, per site, per year	$2,750
100 Student Licenses + Virtual Implementation Support, per site, per year	$5,400
** Additional Student Licenses may be added to the above packages at $40/ license/yr*	

UNLIMITED SCHOOL SUBSCRIPTION with Implementation Support Package	
Core5 Reading & PowerUp Literacy	
	1 year
Unlimited Site License + Implementation Support, per site, per year	$11,900

UNLIMITED SCHOOL SUBSCRIPTION with Implementation Support Package - Includes 2 Days of On-Site Professional Learning	
Core5 Reading & PowerUp Literacy	
	1 year
Unlimited Site License + Implementation Support + 2 days of on-site professional learning, per site, per year	$14,400

Additional Services for Core5 Reading & PowerUp Literacy

Lexia Literacy Annual Virtual Implementation Partnership, per program, per site	$2,000
Lexia Academy Plus Annual Subscription, per site	$750
Lexia Literacy Annual Implementation Partnership, per program per site	$3,500
Lexia Literacy Live Online Professional Learning, per program, per session	$600
Lexia Literacy Professional Learning, 1 day, per program	$2,500
District Success Partnership Annual Subscription - Special Populations	$7,900
District Success Partnership Annual Subscription	$9,900

NOTE- The above offerings are inclusive of:

i. Professional development and training for HCPS new hires working with reading RTI Tier II and Tier III interventions beyond the first year of implementation.

ii. Consumable materials as they are delivered on demand within the software to be given to students either digitally or printed for individual students as needed.

iii. Materials for RTI Tier II and Tier III interventions for secondary (grades 6-12) writing skills.

ORDER PROCESS

The District Customer may order subscription licenses and/or services offered under this Proposal by contacting the Lexia representative who will prepare an order quote which will detail the type, number units, and term of the Lexia subscription licenses and/or services, as described and at the prices offered under this Proposal, along with a unique quote number reference for the order quote. To confirm an order, the Customer may fax the quote, along with the applicable purchase order, to: (978) 287-0062, or send by email to the Lexia sales representative's email address listed in the quote. Note: Each purchase order must reference the correct quote number (provided on the applicable quote), and should include a copy of the quote. Lexia's receipt and acceptance of the purchase order will be the basis for order confirmation.

TERMS & CONDITIONS

**Prices included herein and in each order quote are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax-exempt status upon request. Pricing is valid 60 days. Lexia will invoice the total price set forth above upon Customer's acceptance. Payment is due net 30 days of invoice.

TERM

This quote serves as an Order Agreement and becomes effective upon its acceptance by both parties. The Product/Services purchased pursuant to this Agreement will begin on or about the start date set forth above and continue in effect for the Product/Service Term set forth above ("Subscription Period"). Unless otherwise set forth herein, all Product licenses shall have the same start and end dates, all Products are deemed delivered upon provisioning of license availability, and all Services must be used within the Subscription Period; unused Product licenses or Services are not eligible for refund or credit. Onsite training fulfilled with virtual training equivalency as needed. Virtual training equivalency = four (4) live online sessions for each onsite training day session. Without prejudice to its other rights, Lexia may suspend delivery of the Product/Services in the event that Customer fails to make any payment when due.

ACCEPTANCE

All Lexia Products and Services are offered subject to the Lexia Application License Agreement terms, available at http://lexialearning.com/privacy/eula (the "License"), as modified by the terms herein and in the applicable quote. By placing an order in response to a quote, Customer confirms its acceptance of the License and the terms and fees in the quote, which together, constitute the entire agreement between Customer and Lexia regarding the Products and Services thereunder (the "Agreement"). Customer and Lexia agree that the terms and conditions of the Agreement supersede any additional or inconsistent terms or provision in any Customer drafted purchase order, which shall be of no effect, or any communications, whether written or oral, between Customer and Lexia Learning relating to the subject matter hereof. In the event of any conflict, the terms of the Agreement shall govern.

TAB 9 – References

In this tab, offerors shall provide a minimum of three (3) references who can attest to the Offeror's past performance to provide services similar to those required for this contract.

Lori W. Silver, M.Ed. ***Arlington Public Schools*** English Language Arts Supervisor	Contact: lori.silver@apsva.us 703-228-6000(phone) 703-228-2874(fax)
Darnella Cunningham ***Spotsylvania Public Schools*** Director of Teaching & Learning	Contact: dcunning@spotsylvana.k12.va.us 540-834-2500 (phone 540-834-2556(fax)
Monica Foreman ***Stafford County Public Schools*** Facilitator of Secondary Literacy Learning & Organizational Develop	Contact: foremanml@staffordschools.net 540-658-6690(phone) 540-658-6061(fax)

TAB 10 – 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.

Please refer to the clarifying exceptions included on the following pages.

Lexia Learning Systems LLC
Statement of Exceptions and Clarifications to:
County of Henrico
Request for Proposals for:
RFP No. 21-2114-2EMF

Lexia Learning Systems LLC ("Lexia") hereby provides its Statement of Exceptions and Clarifications ("Statement") to the above titled request for proposal (the "RFP") of the County of Henrico (the "District"), under which Lexia will be an authorized vendor to provide its Lexia® online hosted literacy subscription products and ancillary and supplemental materials and services, as identified in its RFP proposal (each, the "Product") to the District. This Statement clarifies and supplements Lexia's response to the RFP ("Proposal"), as well as any resulting contract between the District and Lexia.

Additional exceptions and clarifications to the District's RFP documentation including ***Standard Terms and Conditions***, are identified as clarification comments in the following table:

Clarifying Exceptions to County of Henrico's RFP

Number	Exception/Clarification
1	**Payment Terms -** Lexia will accept payment terms as follows: Net 30 days from the date of the District's receipt of invoice.
2	**Ownership of Deliverable and Related Products –** Lexia views this provision as not applicable to this RFP, because all products and services included in this proposal are licensed to the District.
3	**Termination for Convenience -** Lexia licenses are paid annually, and are not subject to offset or reimbursement for termination prior to the end of the then-current annual license year. Accordingly, Lexia views this section as not applicable to the current proposal.
4	**Updates and/or New Products -** Lexia anticipates that its products and solutions will evolve in the course of a multi-year contract and therefore reserves the right to upgrade, update or replace existing versions of the Product being currently offered with a comparable learning solution. Lexia may provide certain alterations, modifications, patches or other changes ("Updates") to the Product licensed under the Contract that Lexia determines to make generally available to users of such Product at no additional charge. All Updates, upon delivery, will automatically become part of the applicable Product, subject to the terms of the RFP and the License. Updates will exclude any upgrades, new releases or new versions of the Product ("new products") not offered by Lexia under this RFP. New products that meet the specifications detailed in the RFP may be added to this Contract, with prior written approval from the District. Pricing of any new products shall be equivalent to the percentage discount or proposed prices for other similar products. Lexia reserves the right to discontinue and/or to replace any Product with a product of materially similar functionality during the term or any renewal, provided however, that Lexia will use commercially reasonable efforts to notify the District as soon as practicable of such change and continue to provide and support existing Product through the remainder of any existing annual subscription license term. Lexia may replace or add products to the contract if: the replacing

	products are functionally equal to or superior to the original products offered or discounted in a similar degree or to a greater degree and the products meet the requirements of the RFP. No products may be added to avoid competitive procurement procedures. The District may reject any proposed additions, without cause, in its sole discretion.
5	**508 / ADEA Compliance** – Lexia products and services are compliant with federal and state disability accommodation regulations in conjunction with recommended usages by Customer. As needed, Lexia can advise customer on ways the product can be used in a compliant manner.
6	**Technical Audits** – All technical system audits will be conducted at a mutually agreed upon time and date and subject to a non-disclosure agreement where sensitive company information may be involved. Audits shall be conducted at District's expense.

TAB 11 – Assumptions

In this tab, offerors shall list any assumptions made when responding to this Request for Proposals

Lexia's research-proven programs level the playing field by providing equitable access to resources and placing teachers at the center of blended learning models. Core5 Reading and PowerUp Literacy transition seamlessly between school and home with no disruption in student progress or teacher monitoring.

Lexia's programs' embedded assessment tool allows students to work at their own pace and provides continual student performance data. Core5 Reading and PowerUp Literacy focus on skills gaps and progress of students as they demonstrate mastery. The learning path for every student is individualized, so the content presented meets each student where they are—above-, below-, or on-grade level. Real-time data allows teachers to check the progress of students working remotely and provides administrators with a measure of progress that is highly aligned with standardized assessments.

- The web links below provide information about key program features to help inform educator contingency planning and to support the successful continuity of student learning.
  How to Develop Scalable Remote Learning Plans
  Remote Learning Guidance for Continuity of Learning
  Remote Learning Checklist

In addition, instructional resources are available to help families and caregivers support students during periods of remote learning. Lexia Learning offers newsletters with hands-on activity ideas to promote literacy development at home. With options for all levels—foundational through adolescent readers—these fun games and projects can be completed with items that families already have at home. Educators can share Lexia's Read @ Home newsletters directly with families or include any of the activities in remote learning sessions.

- For more information on how parents are supported by Lexia's programs, please see the following parent materials available through myLexia:
  Core5 Reading Family Newsletter (Kindergarten)
  Core5 Reading Parent Letter
  PowerUp Literacy Family Newsletter (Adolescent)
  PowerUp Literacy Parent Letter

TAB 12 – Appendices

Lexia Learning provides supporting documents/appendices items as web links within the narrative and in the list below. The following items are included:

Core5 Reading

- Core5 Reading Program Brochure
- Core5 Reading Product Information
- Three-Year Longitudinal Study: Impact of a Blended Learning Program— Lexia Core5 Reading—on Reading Gains in Low-SES Kindergarteners
- Core5 Reading Scope and Sequence
- Core5 Reading Navigation Guide
- Core5 Reading Instructional Materials Sampler
- Lexia Core5 Reading: Professional Learning Offerings
- myLexia Core5 Reading Reports Sampler - Excerpt
- Core5 Reading Family Newsletter (Kindergarten)
- Core5 Reading Parent Letter
- 2019-20 Virginia Core5 State Progress Report
- Core5 Reading System Requirements
- Technical Core5 Reading Technical Setup Flyer
- Core5 Reading Evidence for ESSA
- Lexia® Core5® Reading Alignment to Virginia English Standards of Learning

PowerUp Literacy

- PowerUp Literacy Overview Brochure
- PowerUp Literacy Product Information
- PowerUp Literacy National Report: 2018 - 2019
- Supporting Struggling and Non-Proficient Readers with the Lexia® PowerUp Literacy® Program
- PowerUp Literacy Research Summary-Ohio Beta Site
- PowerUp Literacy Scope and Sequence
- PowerUp Literacy Navigation Guide
- PowerUp Literacy Instructional Materials Sampler

- PowerUp Pedagogy Overview: Word Study
- PowerUp Pedagogy Overview: Grammar
- PowerUp Pedagogy Overview: Comprehension
- Lexia PowerUp Literacy Professional Learning Offerings
- PowerUp Literacy Reports Sampler
- PowerUp Literacy Family Newsletter (Adolescent)
- PowerUp Literacy Parent Letter
- PowerUp Literacy System Requirements
- PowerUp Literacy Technical Setup Flyer
- PowerUp Literacy Evidence for ESSA
- Lexia® PowerUp Literacy® Alignment to Virginia English Standards of Learning

Customer Success

- Introducing Lexia Academy
- Lexia Academy Structured Literacy
- Lexia Academy Professional Learning Community Program
- Lexia Learning eBook – Strategies to Support English Learners
- Evidence-Based, Research-Proven: Measuring Lexia's Impact
- Lexia End Use License Agreement (EULA)
- Lexia Tech Guides
- Lexia Application Data Privacy Policy
- Amazon Web Service's Security of Data
- TRUSTe Certified Privacy
- Lexia Learning Success Partnerships
- Lexia District Success Plan
- How to Develop Scalable Remote Learning Plans: Using Familiar Frameworks to Sustain Instruction in Unfamiliar Circumstances
- Remote Learning Guidance for Continuity of Learning
- Remote Learning Checklist

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/11/2021

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

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

PRODUCER
Aon Risk Services Southwest, Inc.
Dallas TX Office
5005 Lyndon B Johnson Freeway
Suite 1500
Dallas TX 75244 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Berkley National Insurance Company	38911
INSURER B:	Lloyd's Syndicate No. 2623	AA1128623
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Lexia Learning Systems LLC
Rosetta Stone Ltd
Cambium Learning Group, Inc.
300 Baker Ave, Ste 320
Concord MA 01742 USA

COVERAGES **CERTIFICATE NUMBER:** 570087715429 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	Y		TCP701596511	04/15/2021	04/15/2022	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			TCP 7015965-11	04/15/2021	04/15/2022	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION			TCP701596511	04/15/2021	04/15/2022	EACH OCCURRENCE	$2,000,000
							AGGREGATE	$2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		TWC701596612	04/15/2021	04/15/2022	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000
B	Cyber Liability			FSCE02103029 Cyber/E&O (Claims Made) SIR applies per policy terms & conditions	04/15/2021	04/15/2022	Aggregate	$2,000,000

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

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

CERTIFICATE HOLDER

County School Board of Henrico
County, Virginia
P.O. Box 90775
Henrico VA 23273-0775 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Southwest, Inc.

Holder Identifier :

Certificate No : 570087715429

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COMMONWEALTH OF VIRGINIA
COUNTY OF HENRICO

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

EXHIBIT G

RFP #21-2114-2EMF
RTI Reading (K-12) Curriculum for Tier II and Tier III
Questions and Answers
February 17, 2021

1. Will the district accept programs that target grade bands such as K-8?
   Answer: Yes

2. Is Henrico interested in Spanish products designed to address the goals of the RFP? If so, can *only* Spanish products be offered as part of the RFP, or would Spanish products need to be submitted along with RTI products provided in English?
   Answer: No

3. If Spanish products are of interest, please provide an estimate of the number of students who would use Spanish products.
   Answer: n/a

4. Is Henrico awarding the RFP to a single publisher who can provide all parts of the RFP or award to multiple publishers who may be able to focus on specific grade levels of the RFP or Spanish, for instance.
   Answer: Multiple contracts may be awarded.

5. This question is in regards to Page 18: VIII Evaluation (sample materials) and Page 19: #5 Tab 4 samples. If instructional materials are a web-based solution; is a digital demo account access an acceptable sample format to submit?
   Answer: Demo account access is acceptable; however, any digital products must support print materials.

6. Under scope of services item #2 Materials provided shall be in a print or a blended format, printed and digital programs. Digital programs must coincide with printed materials. Digital programs that do not coincide with printed materials will not be considered.
   a. Our resources are available digitally online. We provide downloadable printable formats, but no printed materials are shipped and delivered to schools. Is it correct that we would not be considered for this RFP?

   Answer: Any digital products must support the printable formats.

7. Do you intend to award a list of vendors in the RFP or just one vendor?
   Answer: See questions #4

8. Will this RFP be replacing for RFP # 16-1261-9EF: RTI Reading And/or Writing (k-5) Digital Curriculum For Tier I, Tier II And Tier III, which has one more possible year for renewal?
   Answer: No, RFP #21-2114-2EMF is not replacing RFP #16-1261-9EF

9. What Tier I, II and III programs is the district currently using?
   Answer: HCPS currently has a contract for Tier II and Tier III print materials with Wilson Language Training, Center for the Collaborative Classroom, McGraw-Hill and Voyager Sopris Learning.

10. Lexia Learning has an active contract under RFP#16-1261-9EF, which is expiring soon. Is the current RFP#21-2114-2EMF *replacing* RFP#16-1261-9EF, or will another RFP be released?
    Answer: RFP #21-2114-2EMF is not replacing contracts under RFP #16-1261-9EF.

11. Is it possible to grant an extension for question since Monday 2/15/29021 is a holiday?
    Answer: There will not be an extension for questions.

12. *We were just notified of this RFP. Please let us know what further steps are needed.*
    Answer: Refer to the RFP for instruction on submitting a proposal.

13. The proposed solution shall cover remediation and intervention for all areas of reading (decoding, phonemic awareness, comprehension, fluency, and vocabulary). Offerors shall also include programs that offer comprehensive literacy support (including writing support) for our Tier I and Tier II students.
    Question - Are you looking for an intervention as well as a comprehensive literacy program?
    Answer: We are looking for an intervention.

14. Materials provided shall be in a print or a blended format, printed and digital programs. Digital programs must coincide with printed materials. Digital programs that do not coincide with printed materials will not be considered.
    Question: Would a print program supplemented by digital teacher resources be acceptable?
    Answer: Yes. As long as the digital programs support the print material.

15. Materials used for Tier II or III Intervention may not be grade-level specific in order to provide intervention that meets the instructional level of each student. The Successful Offeror(s) may choose to include some Tier I materials that could be used for Tier II and Tier III Interventions for students not yet functioning on grade level.
    Question: Are you looking specifically for a K-12 program, or would a K-5 program be acceptable?
    Answer: Any grade band will be considered.

16. The RFP states vendors should submit samples in print format. Due to most vendors still working remotely, would it be acceptable instead of actual print samples, to send comprehensive samples that include sample lessons?
    Answer: No

17. RFP page 3, item 7, notes, “Materials used for Tier II intervention should target the improvement of basic skill deficits while supporting and enhancing Tier I (Virginia SOLS) instructional objectives in a different instructional design rather than replace or duplicate it.” Can you please confirm the meaning of “a different instructional design” in this criterion?
    Answer: Focus on intervention skills and strategies, not on remediation of standards.

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

EXHIBIT H

RFP No. 21-2114-2EMF

February 8, 2021
Request for Proposal ("RFP")
RTI Reading (K-12) Curriculum for Tier II and Tier III for
County of Henrico, VA.

Your firm is invited to submit a proposal to provide an RTI reading curriculum for K-12 Tier II and Tier III 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 **March 5, 2021 at 2:30 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 **fal51@henrico.us** by no later than **2:00 p.m., February 15, 2021.**

Very truly yours,
Oscar Knott, CPP, CPPO, VCO
Purchasing Director

Eileen M. Falcone
Assistant Division Director

REQUEST FOR PROPOSAL
RTI Reading (K-12) Curriculum for Tier II and Tier III for
HENRICO COUNTY PUBLIC SCHOOLS

I. INTRODUCTION

A. Purpose:

The purpose of this request for proposal (RFP) is to solicit sealed proposals for an annual contract(s) for Henrico County Public Schools (HCPS) to provide program options that include specific research-based reading intervention materials to be used to support students in grades K – 12, to include exceptional education students, general education students, and English Language Learners (ELL). The expectation is that the RFP will result in the establishment of a contract or contracts that will provide the means to develop a matrix of approved program options and satisfy HCPS's purchase of Tier II and Tier III reading intervention materials and/or specialized instructional materials for students with disabilities. It is important to note that this is ***not*** a request for a State Standards of Learning (SOL) Remediation program.

B. Background:

HCPS is a large metropolitan school district with just under 50,000 students in 73 schools for the 2020-21 school year. This includes 46 elementary schools, 12 middle schools, 9 high schools, 2 technical centers, 3 program centers, and one preschool.

Services for our exceptional education students are provided in the general education and exceptional education settings specific to the needs of each student. This solicitation is intended to assist exceptional education and general education by providing intervention strategies to remediate students who are academically below their age level or grade level peers or fail to meet expected benchmarks in the area of reading. A range of intervention materials and strategies are needed for meeting the continuum of exceptional education, ELL, and general education student needs across all grade levels (K-12) to support and align with Tier I curriculum content (VA SOLs) and the findings of the National Reading Panel.

Students to be served:

Approximate estimates at each level based on percentages indicated:

	#Enrolled	85% success	Tier II 10%	Tier III 5%
Elementary	21,974	18,678	2,197	1,099
Middle	11,725	9,966	1.173	586
High School	15,579	13,242	1,558	779
Other	529	451	52	26
Totals	49,807	42,337	4,980	2,490

The primary focus for intervention will be students who have reading skills "below age level, below grade level, or below established benchmark measures" according to HCPS data analysis and are in need of Tier II or Tier III interventions in a "Response to Intervention" (RTI) model. Students may already be identified as having a specific learning disability in the area of reading.

In Tier I instruction, all students receive research-based instruction and programs based on the curriculum standards of the state and district and most students (80-85% or more) learn successfully. Progress is regularly monitored during Tier I instruction; usually at the beginning, middle and end of year to determine progress and identify those who need intervention. Intervention at Tier I is typically provided by the classroom teacher.

Students whose progress falls below an established benchmark in Tier I instruction are provided supplemental small group support specific to areas of difficulty through Tier II intervention. Around 10 to 15% of students may need this additional level of specific skill support. Progress is assessed through weekly or bi-weekly measures, charted, and monitored to determine if the progress made is enough.

A very limited number of students (5-7%) may require Tier III instruction. Tier III interventions provide more time and resources to develop academic or behavioral skills of students. Interventions must be scientifically based with progress monitored through weekly or bi-weekly measures and the length and intensity of support may vary. Students who do not demonstrate sufficient progress in Tier III instruction may be considered for further evaluation.

II. SCOPE OF SERVICES

A. General Requirements:

1. The proposed solution shall cover remediation and intervention for all areas of reading (decoding, phonemic awareness, comprehension, fluency, and vocabulary). Offerors shall also include programs that offer comprehensive literacy support (including writing support) for our Tier I and Tier II students.

2. Materials provided shall be in a print or a blended format, printed and digital programs. Digital programs must coincide with printed materials. Digital programs that do not coincide with printed materials will not be considered.

3. Options for materials and strategies provided will be consistent across all schools at each level (elementary, middle, and high) within the HCPS system.

4. The proposed solutions shall have content scaffolding to include a tiered approach and acceleration for students who need additional help with reading skills and those who need to demonstrate reading gains of one or more years.

5. Intervention materials shall be scripted, explicit, systematic, and simple in design, allowing personnel with varying field experience to successfully instruct lessons that address one or more of the major areas of reading (decoding, phonemic awareness, comprehension, fluency, and vocabulary) and support a variety of instructional settings.

6. Instructional materials for students receiving interventions shall include leveled materials, covering an appropriate range of reading levels and provide engaging tasks that are age-appropriate, high interest, and support and remediate basic skills, linking activities to diagnostic assessments.

7. Materials used for Tier II Intervention should target the improvement of basic skill deficits while supporting and enhancing Tier I (Virginia SOLs) instructional objectives in a different instructional design rather than replace or duplicate it. Tier II is ***not*** a SOL Remediation Program. Program alignment to the VA SOLs could be beneficial in prescribing its use in remediation.

8. Materials used for Tier II Intervention will include student workbooks, manipulatives, and ancillary materials essential for full implementation and will be consistent across the school division and correlated to essential reading components.

9. Materials used for Tier II or III Intervention may not be grade-level specific in order to provide intervention that meets the instructional level of each student. The Successful Offeror(s) may choose to include some Tier I materials that could be used for Tier II and Tier III Interventions for students not yet functioning on grade level.

10. Tier III materials should provide intensive, explicit, systematic instruction. These materials should be targeted to specific academic deficits.

III. TECHNICAL SPECIFICATIONS

A. User Interface

1. Browser Support – the proposed solution shall:
   a. Be compatible with the current versions of multiple browsers- at minimum, current versions of Internet Explorer, Edge, Safari, Firefox, and Chrome browsers.
   b. Maintain compatibility with listed browsers and future versions/updates/releases of the listed browsers for the duration of the contract.
   c. Only require standard browser plugins.

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

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

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

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

B. Integration

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

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

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

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

5. 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:

a. LTI integration as a Tool Provider (TP) with our LMS Solution (Schoology);
b. SIF - Student Information framework;
c. Exchange of information through Clever - a third party vendor for exchanging common data for school systems (The Successful Offeror is responsible for any costs incurred with Clever implementation);
d. API integration with our SIS, PowerSchool; and,
e. File exchange to a vendor-supported sFTP server.

6. No additional fees may be charged to HCPS for data integration

7. Solutions that allow for seamless integration of their product through the IMS Global interoperability standards are preferred and shall support the LTI version 1.1® or higher certified as a Tool Provider with HCPSs LMS Solution (Schoology).

C. Infrastructure and System Administration

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

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

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

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

5. The proposed solution is required to handle at least 60,000+ concurrent HCPS users with no latency.

6. 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.

7. 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.

D. Computer, Software, and Network Specifications:

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

1. All Staff District-wide; High and Middle School Students
   a. Software
      i. OS – Windows 10, 1903 : 64-bit
      ii. Browsers – Internet Explorer 11; Google Chrome 76.x or above; Microsoft Edge 44.18362.10
      iii. Java – 1.8.0_171 or above
      iv. PDF Reader - embedded within Chrome and Edge
      v. Adobe Reader - standalone application
      vi. Flash Player – embedded with all browsers

vii. Adobe Shockwave – 12.2 or above
viii. Silverlight: 5.1.x or above

b. Hardware (Based on Latitude 3380s model):
    i. Dimensions & Weight
        1. Width: 13.19" / 335mm
        2. Height: (front/back) 1.06"/26.8mm to 1.22"/30.9 mm
        3. Depth: 8.80" / 223.3mm 14.0-inch HD Display
        4. Weight 4lbs
    ii. 13.3-inch HD Anti-Glare LED display
    iii. 128GB SSD Hard Drive
    iv. 2.50 GHz Intel® i5 Processor-Dual Core
    v. 8GB DDR3 SDRAM
    vi. USB Ports
        1. 2.0 - (USB/eSATA combo)
        2. 3.0 – 2
    vii. Video output:
        1. HDMI
    viii. Video Card
        1. 128MB Dedicated VRAM
        2. 1366X768 - Native Resolution
    ix. Network Connections:
        1. Built-in Wireless Card (802.11ac)
        2. 10/100/1000 Gigabit Ethernet
    x. Other inputs:
        1. Stereo headphone/Microphone combo jack
        2. Integrated, noise reducing array microphone
        3. Integrated HD video webcam

2. Elementary Students: Windows Laptops (limited in numbers)
    a. Software
        i. OS – Windows 10, 1803 : 64-bit
        ii. Browsers – Internet Explorer 11; Google Chrome 66.x+ or above; Microsoft Edge 42.17134.1.0 or above
        iii. Java – 1.8.0_171 or above
        iv. PDF Reader - embedded within Chrome and Edge
        v. Adobe Reader - standalone application
        vi. Flash Player – embedded with all browsers
        vii. Adobe Shockwave – 12.2 or above
        viii. Silverlight: 5.5.x or above
    b. Hardware (Latitude 3180 Education model):
        i. Dimensions & Weight
            1. Width: 11.94” / 303.3mm
            2. Height: .82” / 20.8mm
            3. Depth: 8.11” / 206.0mm
            4. Weight 2.79 lbs / 1.27kg
        ii. 11-inch HD - Display
        iii. 64GB eMMC Storage - Hard drive
        iv. Intel® Pentium® Processor N4200
        v. 4GB 1600MHz LPDDR3
        vi. USB Ports
            1. 3.1 Gen 1 – 2
        vii. Video output:
            1. HDMI - full size
        viii. Video Card
            1. Intel integrated HD graphics 4600

        2. Optional AMD Radeon HD 8690M with 2GB memory
    ix. Network Connections:
        1. Intel Dual Band Wireless-AC 7265 802.11AC Wi-Fi + BT 4.0 LE Wireless Card (2x2)
    x. Other inputs:
        1. 2 speakers
        2. 1 Combo headphone/microphone jack
        3. USB card reader
        4. Integrated HD video webcam

3. Elementary Students: Dell Chromebooks (primary device for all elementary students)
    a. Software
        i. Google Chrome 75.x+ or above
    b. Hardware (Based on Dell Chromebook 11 3180 model):
        i. Dimensions & Weight
            1. Width: 11.94" / 303.3mm
            2. Height: 0.81" / 20.75mm
            3. Depth: 8.11" / 206mm
            4. Weight 2.79 lbs / 1.27kg
        ii. 11.6-inch HDF - Display
        iii. 16GB eMMC - Hard drive
        iv. Celeron N3060 - Processor
        v. 4GB Memory - Memory
        vi. USB Ports
            1. 2 USB 3.1 Gen 1
        vii. Video output:
            1. Full size HDMI
        viii. Video Card
            1. Intel integrated HD graphics 4600
        ix. Network Connections:
            1. Built-in Wireless Card (802.11a/g/n)
        x. Other inputs:
            1. 2 speakers
            2. Headphone/Microphone jack

4. iOS Devices - Elementary and Secondary
    a. Software
        i. iOS version - 12.x
        ii. Safari browser
    b. Hardware (Based on iPad MR7F2LL/A)
        i. Dimensions and Weight
            1. Height: 9.4 inches
            2. Width: 6.6 inches
            3. Depth: 0.29 inches
            4. Weight: 16.48 ounces
            5. A10 Fusion chip with 64-bit architecture, Embedded M10 coprocessor
        ii. Display:
            1. 9.7-inch (diagonal) LED-backlit glossy widescreen
            2. LED Backlit with Multi-touch with IPS technology
                a. 2048-by-1536-pixel resolution.
                b. Retina Display
        iii. 32GB Storage
        iv. Wireless-A, Wireless-AC, Wireless-B, Wireless-G, Wireless-N
        v. Bluetooth 4.2 Technology
        vi. Camera, Photos and Video Recording:

1. Camera
    a. 8-megapixel camera
    b. Live Photos
    c. Autofocus
    d. Panorama (up to 43 megapixels)
    e. HDR for photos
    f. Exposure control
    g. Burst mode
    h. Tap to focus
    i. Timer mode
    j. ƒ/2.4 aperture
    k. Five-element lens
    l. Hybrid IR filter
    m. Backside illumination
    n. Auto image stabilization
    o. Face detection
    p. Photo geotagging
2. Video Recording
    a. 1080p HD video recording (30 fps)
    b. Slo-mo (120 fps)
    c. Time-lapse video with stabilization
    d. Video image stabilization
    e. Face detection
    f. 3x video zoom
    g. Video geotagging
3. FaceTime HD Camera
    a. 1.2-megapixel photos
    b. Live Photos
    c. ƒ/2.2 aperture
    d. Retina Flash
    e. 720p HD video recording
    f. Backside illumination
    g. HDR for photos and videos
    h. Face detection
    i. Burst mode
    j. Exposure control
    k. Timer mode

vii. Power and Battery:
1. Built-in 32.4-watt-hour rechargeable lithium-polymer battery
2. Up to 10 hours of surfing the web on Wi-Fi, watching video, or listening to music
3. Charging via power adapter or USB to computer system

viii. Sensors:
1. Touch ID (Fingerprint identity sensor built into the Home button)
2. Three-axis gyro
3. Accelerometer
4. Barometer
5. Ambient light sensor

ix. 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.
1. Voice-over
2. Zoom
3. Magnifier

4. Siri and Dictation
5. Switch Control
6. Closed Captions
7. Assistive Touch
8. Speak Screen

IV. COUNTY RESPONSIBILITIES

Henrico County Public Schools (HCPS) 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. HCPS will monitor and support implementation through content area coaches and specialists, RTI Specialist, and Exceptional Education Specialists.

V. ANTICIPATED PROCUREMENT SCHEDULE

The following represents a tentative outline of the process currently anticipated by the County:

Request for Proposal Distributed	February 8, 2021
Questions Due	February 15, 2021; 2:00 p.m.
Receive Written Proposals	March 5, 2021; 2:30 p.m.
Conduct Oral Interviews with Offerors	March 30, 2021
Negotiations Completed	March/April, 2021
Award Contract	April/May, 2021
[Installation/Services] Begin	July 1,2021

VI. 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 Contactor 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 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. <u>Payment Clauses Required by Va. Code §2.2-4354</u>

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. <u>Contact Period</u>

1. The contract period shall be from July 1, 2021 through June 30, 2022. Contract prices shall remain firm for the contract period.
2. The contract may be renewed for four (4) additional one-year periods 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 five (5) 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 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.

VII. 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.; February 15, 2021 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.

VIII. EVALUATION (SAMPLE MATERIALS) SUBMISSION REQUIREMENTS

A. Offerors shall submit samples of instructional materials (printed format) that are being offered. The Purchasing Division will accept samples no later than the due date of the RFP. Samples shall be delivered to the physical address of the County of Henrico, Purchasing Division, 8600 Staples Mill Road, Henrico, VA 23228.

B. All packages containing samples shall be delivered in a sealed box and the outside of the box shall be marked with the number and title of the RFP and the offeror's name.

C. All samples must be labeled with the title and number of RFP and the offeror's name.

D. Failure to provide samples by the time specified, may result in the rejection of an offeror's proposal.

E. Samples will remain in the possession of the County until a contract is award is finalized.

F. Upon contract award finalization, offerors will be notified and responsible for the pick-up/return freight of the sample units. If return arrangements are not confirmed within seven calendar days after notification from the Purchasing Division that the evaluation units are available for return, the Purchasing Division reserves the right to dispose of the sample materials.

IX. 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.

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**
   f. Direct Contact with Student Form **- Attachment F**

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 and III.

4. Tab 3 - **Offeror Qualifications, Experience, Resumes and Financial Capacity**.
   In this tab, offeror should demonstrate the Offeror's and their staff's qualifications and experience in providing the services as requested in this Request for Proposal (RFP). Offeror's should provide, at a minimum, documentation demonstrating that their firm is a firm regularly engaged in providing the services solicitated in this RFP. 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. Years in business outlining the company history and experience providing services as requested in this RFP;
   b. Experience with a project of this magnitude;
   c. Evidence of financial stability;
   d. Experience with development of digital content aligned with Virginia SOLs;
   e. Experience in K-12;
   f. Evidence of research demonstrating the validity of the techniques, materials and interventions presented to include a review from an impartial research-based agency, such as the Florida Center for Reading Research or the Oregon Reading First Review Panel;
   g. Number of current customers;
   h. Number of employees proposed for the development and ongoing processes including training; and
   i. Resumes of proposed staff that would be assigned to this project.

5. Tab 4 – **Service Approach and Implementation**
   In this tab, offerors should describe, in detail, the proposed solution. Offerors shall discuss their current workload and their ability to provide their proposed solution by July 1, 2021. Offerors shall provide, at minimum, the following:
   a. A sandbox environment for any digital proposed solutions for the committee to use for evaluation. If the "sandbox: environment is not available, offerors shall provide screen shots for the product with their proposal;
   b. Samples of the instructional materials (printed format) that are being offered. See Sec.VIII for instructions. **(*DO NOT INCLUDE YOUR PROPOSALS WITH YOUR SAMPLES)**
   c. A projected schedule for performing key phases of the project, including estimated time frame;
   d. Any agreements to which HCPS may be required to agree to as part of the contract should your firm be awarded the contract. (i.e. Service Level Agreement etc.)
   e. Any terms and conditions the "end user" is required to accept;

f. Discuss how parental consent is handled, if required; and
g. A detailed timeline for implementation of the proposed solution indicating resources (responsible party) and completion dates.

6. Tab 5 – **Technical Administration, User Interface, Security Integration and Devices**
In this tab, offerors should describe, in detail, how the proposed solution meets the technical requirement of the RFP. Offerors shall provide, at a minimum, documentation to support:
    a. Evidence of their ability to accommodate concurrent users based on data collected from a similar environment;
    b. How accounts are maintained in their system and how they support automated provisioning of users and accounts;
    c. Describe the data exchange process in detail;
    d. Describe any limitations the proposed solution may have such as the number of teachers for a class and the number of schools associated with teachers and students;
    e. Provide per user bandwidth requirements for the proposed solution;
    f. Provide the average bandwidth per student required; and,
    g. Provide a detailed description of the implementation and support the solution has for LTI version 1.1 or higher certified as a toll Provider (TP) with our LMS Solution (Schoology).

7. Tab 6 **– Reporting and Monitoring**
In this tab, offerors shall provide the following information regarding reports and monitoring
    a. Describe program-specific progress monitoring. While program monitoring is desired, HCPS shall continue to monitor student progress using a progress monitoring tool that is independent of the students' curriculum/intervention.
    b. Provide samples and descriptions of reports offered and the ability to customize content and reports.

8. Tab 7 – **Training and Professional Development**
In this tab, offerors shall describe training and professional development that is included with the proposed solution. Offerors shall include a description of the required training for implementation of the program as well as options for continued professional development at either the district or school level. Pricing shall be clearly defined in the proposal submission. Include pricing for county-wide, train-the-trainer model as well as resources and professional development options available to schools at no additional cost.

9. Tab 8 – **Pricing**
In this tab, offerors shall provide a detailed pricing schedule. The price shall include all costs associated with providing the services and materials outlined in Sec. II and Sec.III of this RFP.
    a. List all categories separately, itemized for evaluation such as material cost, training of County staff, projected man-hours, hourly rates, etc.
    b. Include a statement that the Offeror will provide all services as outlined in their proposal.
    c. Provide all costs for annual services for each program being offered up to five years. To include the following:
        i. Provide a cost proposal for professional development and training for HCPS new hires working with reading RTI Tier II and Tier III interventions beyond the first year of implementation.
        ii. Provide a separate cost for consumable materials.
        iii. Provide a separate cost for RTI Tier II and Tier III interventions for secondary (grades 6-12) writing skills.

d. Provide pricing for Year 1 on **Attachment G**, based on your firm's pricing model. If more than one program is being offered, offers must provide a separate **Attachment G** for each program being offered.

10. Tab 9 – **References**
    In this tab, offerors shall provide a minimum of three (3) references who can attest to the Offeror's past performance to provide services similar to those required for this contract. References shall be from other school districts. The list should include contact person's name, position, telephone numbers, fax number, and if available the e-mail or Internet address. Offerors may not use Henrico County as one of their references. By submitting a proposal, offerors agree to permit the County to contact the Offeror's clients to confirm the quality of past work for those clients.

11. (if needed) Tab 10 – **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.

12. (if needed) Tab 11 – **Assumptions**
    In this tab, offerors shall list any assumptions made when responding to this Request for Proposals

13. (if needed) Tab 12 – **Appendices**
    Optional for Offerors who wish to submit additional material that will clarify their response

X. PROPOSAL EVALUATION/SELECTION PROCESS

A. Offerors are to make written proposals, which present the Offeror's qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals should be as thorough and detailed as possible so that the County may properly evaluate your capabilities to provide the required goods/services.

B. Selection of the Successful Offeror will be based upon submission of proposals meeting the selection criteria. The minimum selection criteria will include:

Evaluation Criteria	Weight
Functional Requirement *(In accordance with Section IX **Item B(3), B(6), B(7), and B(11)** 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 and III)*	40
Experience and Qualifications *(In accordance with Section IX **Item B(4) and B(10)** 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 and III)*	30
Implementation *(In accordance with Section IX **Item B(5), B(6) and Item B(8)** this criterion considers the Offeror's service approach, training and implementation of services as requested by this RFP as specified in Section II and III)*	20
Price *(In accordance with Section IX, **Item B(9)**, this criterion considers the Offeror's pricing for completing the services requested by this RFP as specified in Section II and III.)*	5
Quality of Proposal Submission / Oral Presentations *(This criterion considers the overall quality of the Offeror's proposal submitted and any oral presentations required.)*	5
Total	100

C. 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.21-2114-2EMF RTI Reading (K-12) Curriculum for Tier II and Tier III**.

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

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

LEGAL NAME OF OFFEROR (DO NOT USE TRADE NAME):
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 <u>BUSINESS CATEGORY</u> BY CHECKING THE APPROPRIATE BOX(ES) BELOW.

(Check all that apply.)

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

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

eVA Registered? ☐ **Yes** ☐ **No**

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

_____ **NUMBER** _____ **DATE**

DEFINITIONS

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

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

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

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

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

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.

2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.

3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.

4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

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

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

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

ATTACHMENT C
Virginia State Corporation Commission (SCC)
Registration Information

The Offeror:

☐ is a corporation or other business entity with the following SCC identification number: _____ **-OR-**

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

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

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

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

ATTACHMENT D

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

NAME OF OFFEROR: _____

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

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
Direct Contact with Students Form

Name of Offeror: _____

Pursuant to Va. Code § 22.1-296.1, as a condition of awarding a contract for the provision of services that require the contractor, his employees or subcontractors to have **direct contact with students** on school property during regular school hours or during school-sponsored activities, the school board shall require the contractor to provide certification that all persons who will provide such services have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

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

As part of this submission, I certify that the employees of, or subcontractors to, the above mentioned contractor that will be providing services that require direct contact with students to the School Board under the resulting contract will have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Furthermore, I understand that the duty to certify is ongoing and extends to future employees and employees of subcontractors for the duration of the contract.

_____
Signature of Authorized Representative

_____
Printed Name of Authorized Representative

_____
Printed Name of Offeror
(if different than Representative)