

**REQUEST FOR PROPOSAL (RFP)**  
**RFP # 21-001**  
**NEW YORK STATE EDUCATION DEPARTMENT**

**Title: Continuation of the Development, Administration, and Reporting of Teacher Certification Assessments for New York State Teachers and Educational Leaders as part of the New York State Teacher Certification Examinations (NYSTCE) Testing Program**

The New York State Education Department (NYSED) Office of State Assessment (OSA) is seeking proposals for the continued implementation of the NYSTCE Testing Program. Services include revision, enhancement, development, administration, and reporting of all Teacher Certification Assessments (excluding the Teacher Performance Assessment (TPA), the Assessment for Teaching Skills-Written (ATS-W) Elementary, and the ATS-W Secondary) as well as additional instruments deemed necessary by NYSED for the certification for New York State teachers, teaching assistants, and educational leaders. [Chart 1: New York State Teacher Certification Examinations](#) in section [1.3.1](#) of this RFP lists NYSTCE component tests for which the contractor will be responsible. Each of these component tests falls into one of three categories: Category 1 – recently created or revised NYSTCE custom-designed tests, Category 2 – NYSTCE custom-designed tests to be revised, and Category 3 – existing NYSTCE custom-designed tests. For Category 1 tests, the contractor is required to continue the development, enhancement, administration, and reporting of the tests. For Category 2 tests, the contractor is required to revise these tests, and then continue the development, enhancement, administration, and reporting of the tests. For Category 3, the contractor is required to continue test administration and reporting of the existing NYSTCE test forms. The contractor must provide these tasks in each category for NYSED, for the length of the contract.

These examinations are required pursuant to Part 80 of Chapter II ([Regulations of the Commissioner of Education](#)), in [Title 8 \(of the Education Law\)](#) of the Official Compilation of Codes, Rules, and Regulations of the State of New York (8 NYCRR) published by the Department of State. These examinations implement the Commissioner's Regulations that require prospective New York State educators, school leaders, and teaching assistants to pass designated tests as a requirement for receiving State certification pursuant to the [NY Consolidated Education Laws §3001](#) and [§3003](#). New York State teachers, teaching assistants, school leaders, and pupil personnel service providers are required to hold a New York State certificate in order to be employed in the State's public schools. The certificates are issued by the [Office of Teaching Initiatives](#) (OTI) and certify that an individual has met certain requirements. The NYSTCE program includes a test for the teaching assistant certification, tests for teacher certification, and tests for school leadership certification, in addition to the Bilingual Education Assessments (BEA) and the Communication and Quantitative Skills Test (CQST).

The contractor must submit a valid, complete, and comprehensive five-year, detailed work plan with a timeline that provides an in-depth description of how the assessment development/provision and administration, and related activities required in the RFP will be conducted. The contractor must be willing and able to adjust the initial work plan to compensate for possible changes in the State and Federal reporting requirements. The work plan must be aligned with a detailed timeline for each year of the contract and be consistent with State and Federal reporting guidelines and with the list in [Chart 1: New York State Teacher Certification Examinations](#) in section [1.3.1](#) of this RFP. **Note that, although they are components of the NYSTCE, the TPA and the ATS-W will not be required services to be provided under the terms of the contract resulting from this RFP.**

See number 1 in the **Mandatory Requirements** section, for a description of the eligible applicants.

## RFP #21-001

NYSED will award one contract pursuant to this RFP. The contract resulting from this RFP will be for a term anticipated to begin February 1, 2021 and to end August 31, 2026.

Subcontracting will be limited to thirty percent (30%) of the total contract value. Subcontracting is defined as non-employee direct personal services and related incidental expenses, including travel.

For purposes of this procurement, New York State Education Department has not established specific utilization goals. Nevertheless, NYSED remains committed to promoting the participation of certified Minority and Women-Owned Business Enterprises to the greatest extent possible. Therefore, NYSED strongly encourages bidders to seek New York State certified M/WBE subcontractors and suppliers at a participation rate of 30%.

**Service Area:** statewide

**Mandatory Requirements:** See Mandatory Requirements section of the RFP.

**Components contained in RFP Proposal #21-001 are as follows:**

- 1.) Description of Services to Be Performed
- 2.) Submission
- 3.) Evaluation Criteria and Method of Award
- 4.) Assurances
- 5.) Attachments
- 6.) Submission Documents (separate document)

Questions regarding the request must be submitted by email to [AssessmentRFP@nysed.gov](mailto:AssessmentRFP@nysed.gov) no later than the close of business **August 13, 2020**. Questions regarding this request should be identified as Program, Fiscal or M/WBE. A Questions and Answers Summary will be posted to <http://www.p12.nysed.gov/compcontracts/compcontracts.html> no later than **August 27, 2020**. The following are the designated contacts for this procurement:

**Program Matters**

McKenzie Johnson

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**Fiscal Matters**

Thomas McBride

Email: [AssessmentRFP@nysed.gov](mailto:AssessmentRFP@nysed.gov)

The following documents must be submitted in separately sealed envelopes, as detailed in the Submission section of the RFP, and be received at NYSED no later than **September 17, 2020, by 3:00 PM**:

1. Submission Documents labeled **Submission Documents – RFP #21-001 Do Not Open**
2. Technical Proposal labeled **Technical Proposal – RFP #21-001 Do Not Open**
3. Cost Proposal labeled **Cost Proposal – RFP #21-001 Do Not Open**
4. CD or USB flash drive containing the technical and submission proposals submitted using Microsoft Office. Place in a separate envelope labeled **CD/USB – RFP#21-001 Do Not Open**.

RFP #21-001

The mailing address for all the above documentation is:

New York State Education Department  
Bureau of Fiscal Management  
Attn: Thomas McBride, RFP#21-001  
Contract Administration Unit  
89 Washington Avenue, Room 501W EB  
Albany, NY 12234

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**Glossary of Terms and Acronyms Used in this RFP**

APPR	Annual Professional Performance Review
ASL	American Sign Language
ATS-W	Assessment of Teaching Skills – Written (Elementary and Secondary) <b>Note: Although a part of the NYSTCE program, this assessment is not a part of the scope of work for the contract resulting from the issuance of this RFP.</b>
BEA	Bilingual Education Assessment
BOR	Board of Regents
BRC	Bias Review Committee
CAC	Content Advisory Committee
CBT	Computer-Based Testing
Cohort	Teacher Education program completers in a given program year (currently September-August)
CRI	Constructed-Response Item
Criteria	The Criteria are the specifications for developing and reviewing the content of passages and test items, as developed by the contractor and approved by NYSED. For each certification examination, the Criteria shall include specifications for the content of passages and test items. The Criteria will be appropriate for adults seeking a teaching certification in New York State, and shall be used to approve or reject the content of passages and test items.
CST	Content Specialty Test
CTE	Career and Technical Education
DDI	Data-Driven Instruction
EAS	Educating All Students
FACS	Family and Consumer Sciences
FAQ	Frequently Asked Questions
Guidelines	The Guidelines are the requirements for the style and format of test questions and passages.
IHE	Institution of Higher Education
IRC	Item Review Committee
Item Bank	An item bank shall define as the items developed by the contractor or its subcontractors to meet the requirements of the contract for the NYSTCE Testing Program.
KSA	Knowledge, Skills, and Abilities
MST	Multi-Subject Test
NELP	National Educational Leadership Preparation Standards - newly adopted School Building Leader Standards
NYSED Reviewer	A subject matter expert hired and assigned by NYSED to review proposed items for inclusion in the Item Bank of a certification examination.
NYSED Senior Management	NYSED senior staff positions that include, but are not limited to, the Assistant Commissioner for the Office of State Assessment and the Deputy Commissioner for the Office of Higher Education and/or their designees.
New York State Standards	The New York State Standards include the New York State Learning Standards and the New York State Teaching and Leadership Standards. They may also refer to National Professional Standards in some subject areas.
NYSTCE	New York State Teacher Certification Examinations - This program encompasses all of New York State teacher, teacher assistant, and school leader certification examinations.

NYSTCE Custom-designed test	Any test developed and/or administered by the contractor for this contract that is specifically created to measure current New York State Standards.
NYSUT	New York State United Teachers
OHE	Office of Higher Education
OSA	Office of State Assessment
OTI	Office of Teaching Initiatives
Passages	Passages are components of test items, such as documents, scenarios, graphics, charts, or graphs for use in the NYSTCE Testing Program that are either created by the contractor or selected from previously published authentic materials.
PBT	Paper-Based Testing
Prototype Passage or Test Item	A prototype passage or test item is the first example of a passage or test item to be used in the development process of a certification examination. Prototypes will be defined for each type of test item, such as multiple-choice questions (MCQS) and essay questions. If NYSED changes a previously approved prototype during the test development cycle, the contractor will not be penalized for changes to passages or items that are made by NYSED.
PSEL	Professional Standards for Educational Leaders - newly adopted School Building Leader Standards
PSPB	Professional Standards and Practices Board
Rejected Item	A rejected item is an item, including an item used for a field test, practice test, or study guide that has content that is not consistent with the criteria for the examination and is not approved by NYSED at the designated stage of the test development process. (Revisions to the style and format of an item that are suggested by NYSED will be incorporated but will not be counted as a rejected item.) The total number of rejected items for a certification examination is defined as the total number of items approved by NYSED reviewer(s) for a given examination in that test development cycle subtracted from the total number of required items for a certification examination, as mutually agreed upon by NYSED and the contractor for that test development cycle.
Rejection Rate	The Rejection Rate is the percentage of items not approved by NYSED (rejected items) which is calculated by dividing the number of rejected items for a certification examination, including items used for field tests, practice tests and study guides, by the total number of required items, including items used for field tests, practice tests, and study guides, to be developed by the contractor for the given examination that are submitted to NYSED for review in that test development cycle.
Required Item	A required item is one that is required to be developed, as mutually agreed upon by NYSED and the contractor, for a specific certification examination, including field tests, practice tests and study guides.
RFP	Request for Proposal
SBL	School Building Leader
SDL	School District Leader
SDBL	School District Business Leader
SFTP	Secure File Transfer Protocol
SME	Subject Matter Expert: An individual with the subject matter knowledge relevant to the certification examination that he or she is reviewing, and who is an expert in that field in New York State. The primary responsibility of a Subject Matter Expert shall be to participate in editing and/or approving materials and to approve any materials that the contractor proposes for inclusion in the certification examinations, prior to

	receipt of the proposed materials by NYSED. The Subject Matter Expert is hired at the sole cost and expense of the contractor and must be approved by NYSED.
SRI	Selected-Response Item
SWD	Students with Disabilities
Technical Advisor	An individual with expert knowledge in test development and evidence-centered design.
Test Framework	The set of test competencies, performance expectations, and performance indicators that describe the essential KSAs being assessed on the certification examination.
TEI	Technology Enhanced Item - Technology-Enhanced Items are computer-delivered items that allow candidates to interact and respond to stimuli specifically designed to encourage students to construct an answer as opposed to merely selecting a response.
Test Item Types	Test item types that will appear on certification examinations test forms may include, but are not limited to, multiple-choice questions (MCQs) and essay questions.
TPA	Teacher Performance Assessment: <b>Note: Although a part of the NYSTCE program, this component is not a part of the scope of work for the contract resulting from the issuance of this RFP.</b>



## **1. Description of Services to be Performed**

### **Work Statement and Specifications**

This section of the bid package details the services and products to be required. Please note that the contract process also includes general New York State administrative terms and conditions, as well as terms and conditions required by New York State law. These terms and conditions address issues related to both the submission of bids and any subsequent contract; they are included separately in this bid package for your information. Please review all terms and conditions.

### **1.1 Mandatory Requirements**

The eligible bidder must agree to the Mandatory Requirements found below and must submit the Mandatory Requirements Certification Form located in section 6.) Submission Documents (separate document). The required form must be signed by an authorized person. **Bids that do not comply with the Mandatory Requirements and include the signed certification form will be disqualified.**

1. Bidders must be either for-profit or not-for-profit entities, including large testing companies, consultants, and/or educational organizations with a demonstrated capacity to complete all required services for large-scale assessments. Bidders must, at a minimum, demonstrate three years of professional, large-scale testing experience working on secure, standardized assessments as defined below.
  - a. Three years of professional experience becomes operationally defined as having performed any work like the work described in this RFP during three different calendar or school years. This work may be in the development, administration, scoring, and reporting the same test or tests for three different years or development, administration, scoring, and reporting different large-scale assessments in each of three different years.
  - b. The term large-scale assessment is defined as an assessment that measures individual achievement on a specified set of state or national standards at numerous institutions or testing locations, such as across a large city, region, state, or nation, using test instruments administered and scored in strict accordance with test publisher-provided standardized procedures and within the same specified interval of time.
  - c. A secure standardized assessment is defined as any test in which the same test is given in the same manner to all test takers, and scored in the same manner for everyone, that has test security requirements to protect and ensure that the results are valid and reliable.
2. Bidders must identify a program manager who will be the central point of contact with NYSED for this contract. The program manager must be a fulltime employee of the entity and have a minimum of a bachelor's degree or project management certification through the Project Management Institute (PMI) as a Project Management Professional (PMP), or other recognized program management certification.

### **Minority and Women-Owned Business Enterprise (M/WBE) Participation Goals Pursuant to Article 15-A of the New York State Executive Law**

NYSED has not established specific utilization goals for this procurement. Nevertheless, NYSED remains committed to promoting the participation of certified Minority and Women-Owned Business

Enterprises to the greatest extent possible. Therefore, NYSED strongly encourages bidders to seek New York State certified M/WBE subcontractors and suppliers at a participation rate of 30% of the contract value.

### **Service-Disabled Veteran-Owned Business (SDVOB) Participation Goals Pursuant to Article 17-B of New York State Executive Law**

Article 17-B of Executive Law was enacted to ensure that certified SDVOBs are provided opportunities for meaningful participation in the performance of state contracts. To this end, NYSED strongly encourages bidders to make maximum possible use of SDVOBs as subcontractors and/or suppliers under this contract, consistent with the requirements of State Finance Law and State procurement guidelines, as well as NYSED policies and procedures. Bidders should consider fulfilling the requirements of this contract through the participation of SDVOBs at a rate of 6%. For additional information about this program, including a list of SDVOBs, please visit the [Office of General Services, Division of Service-Disabled Veterans' Business Development website](#).

### **1.2 Background**

In 2015, the New York State Board of Regents adopted the Every Student Succeeds Act (ESSA). The ESSA has three overarching goals: Accountability, Measurement, and Methodology. Under the ESSA measurement goal, NYSED continues its commitment to high-quality assessments, including those in the NYSTCE Program.

Each of the NYSTCE examinations is designed to measure the New York State Learning and Teaching Standards. Under the ESSA, New York State continues its commitment to setting high standards for teacher and leader candidates entering the profession. The performance expectations for New York State's next generation of teachers and school leaders will reflect the new, higher college- and career-readiness standards for students helping to ensure that all students have equitable access to the most effective educators. In this way, New York State can help ensure that all students have access to well-rounded and rigorous curricula; examine what students know and do not know against the standards; use instructional data systems to measure success and create action plans for informed teaching; support all students, creating a culturally responsive classroom environment; and build strong home-school partnerships.

New York State, like many states, faces persistent achievement gaps for English language learners, students with disabilities, and Black and Latino students. The Educating All Students (EAS) test is designed to ensure that all teachers and school building leaders understand how to address the learning needs of diverse student populations.

The revised CSTs are designed to assess new teachers' mastery of knowledge in the content areas in which they will be teaching. To ensure that teachers have the content knowledge to effectively teach to the New York State Next Generation learning standards, candidates will be required to separately pass each subtest of the multi-subject CST; these include the English language arts/literacy subtest, the mathematics subtest, and a third subtest covering the arts and science.

For a complete overview of the certification regulations and requirements for teacher certificates and teaching practice, see: [Regulations of the Commissioner of Education Part 52, subdivision 52.21: Registration of Curricula in Teacher Education](#), and [Part 80 Requirements for Teachers' Certificates and Teaching Practice](#).

For additional information, see the NYSED [Office of Teaching Initiatives](#) website and the [NYSTCE](#) website.

### 1.3 Deliverables and/or Project Description

NYSED is requesting proposals for the continued implementation of the NYSTCE Testing Program. The contractor is responsible for each of the NYSTCE component tests listed in [Chart 1: New York State Teacher Certification Examinations](#) in section [1.3.1](#) of this RFP. Each of these component tests falls into one of three categories: Category 1 – recently created or revised NYSTCE custom-designed tests, Category 2 – NYSTCE custom-designed tests not yet revised, and Category 3 – existing NYSTCE custom-designed tests. For Category 1 tests, the contractor is required to continue the development, enhancement, administration, and reporting of the tests. For Category 2 tests, the contractor is required to revise these tests, and then continue the development, enhancement, administration, and reporting of the tests. For Category 3, the contractor is required to continue test administration and reporting of the existing NYSTCE test forms. The contractor must provide these tasks in each category for NYSED for the length of the contract.

As part of the implementation of the NYSTCE tests, the contractor is required to:

1. Ensure that successful candidates for teacher certification demonstrate minimally acceptable knowledge, skills, and abilities (KSAs) in the Teaching Standards through passage of certain certification examinations prescribed by the Commissioner in regulations.
2. Ensure that successful candidates for school leadership certification meet Board of Regents standards by demonstrating minimally acceptable KSAs in school leadership theory and practice through passage of certain certification examinations prescribed by the Commissioner in regulations.
3. Ensure that successful candidates for teaching assistant certification meet Board of Regents standards by demonstrating minimally acceptable KSAs through passage of certain certification examinations prescribed by the Commissioner in regulations.
4. Provide accurate and verified data and score reports for certification-related purposes to NYSED, and aggregate data to the U.S. Department of Education, at the request of NYSED. In addition, the contractor must have the ability to adapt data reporting as needed by NYSED, or due to changing reporting requirements, such as those pursuant to Title II of the Higher Education Opportunity Act (HEOA) of 2008 reauthorizing the Higher Education Act (HEA) of 1965, as amended, and other federal and State law or regulation, including any subsequent, similarly mandated requirements effective during the term of this contract.
5. Provide diagnostic information in a form and manner prescribed by NYSED, both to candidates assessed and, in the aggregate, to institutions preparing those candidates, in an effort to strengthen the professional development of teachers and school leaders at both the individual and programmatic levels; to include, but not be limited to, the production of Annual Institutional Results for Title II Program Completers and a manual to help institutions use score reports for programmatic improvement.
6. Provide summary reports of exam results by [institutions of higher education](#) (IHEs) and complete full raw data to NYSED as required, which will advise and facilitate the coordination of future

policies pertaining to the preparation, certification, and practice of teachers and school leaders in the public schools of New York State.

7. Provide a high level of accurate student-level data collection and reporting, in a form and manner prescribed by NYSED, regarding all aspects of the NYSTCE Program, inclusive of the Educational Leadership Assessment Program.
8. Provide electronic access to current and past detailed student background information collected from both the IHEs and the students, scores, and reports for all examinees for NYSED and New York State-approved teacher education institutions.
9. Provide NYSED with evidence that all tests being administered as part of the NYSTCE program adequately measure the KSAs necessary for teaching in New York State, are psychometrically sound, and can be shown to be defensible under the Second Circuit's decision in a United States District Court case for the Southern District of New York: [ELSA GULINO, ET AL., Plaintiffs, v. THE BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NEW YORK, Defendant, No. 96-CV-8414 \(KMW\)](#). This case lays out the requirements cited in [Guardians Association of NYC Police Dept, Inc. v Civil Service Commission of NY 630F.2d](#)<sup>1</sup>.

All assessments provided by the contractor to candidates must measure competencies in ways that will generalize to diverse educational contexts; e.g., school structures, district organizations, community and cultural influences, etc. In New York State, many agencies and organizations contribute to the professional development of school leaders and teachers. They include institutions of higher education, local school districts, Boards of Cooperative Educational Services, Teacher Resource and Computer Training Centers, and professional and community organizations. It is expected that all appropriate stakeholders will be represented throughout the test-development process, as stipulated in this RFP (e.g., teachers, principals, IHEs).

The contractor will be required to provide a plan for its ongoing review, validation, and additional revision, as necessary, of each NYSTCE custom-designed test already revised by the start of the contract (Category 1 Tests), including each test framework, as determined by NYSED, and if and when any revisions to [the New York State Learning Standards, New York State Teaching Standards](#) or the Leadership Standards currently [Professional Standards for Educational Leaders \(PSEL\)](#) and [National Educational Leadership Preparation \(NELP\) Program](#) are made, but at least once during the duration of the contract term, in accordance with a mutually agreed-upon schedule.

Appropriate personnel of New York State public schools and post-secondary institutions, and NYSED content specialists, should be utilized in all phases of the validation and revalidation process, for each instrument being developed. The sample and instruments used in validation and assessment development studies, including the job analysis surveys, should be based on relevant New York State population, including demographics, and must be approved by NYSED.

The services to be provided include all assessment development, validation, revalidation, revision, standardization, equating, administration, printing, scoring, reporting, test-taker preparation services, and enhanced development of alternative assessment delivery instruments, including individual and/or

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<sup>1</sup> Guardians lays out a five-part test that courts can use to determine whether an employment test was properly validated and thus is job-related: (1) The test-makers must have conducted a suitable job analysis; (2) they must have used reasonable competence in constructing the test itself; (3) the content of the test must be related to the content of the job; (4) the content of the test must be representative of the content of the job; and (5) there must be a scoring system that successfully selects from among the applicants those who can better perform the job. Guardians, 630 F.2d at 95.

group assessment administration settings. The services to be provided should include the use of appropriate computer and other technologies pertaining to each and every test and assessment, including all administration and reporting of college/university test results and data analyses as required by NYSED, Title II, and all data collecting and analyses required pursuant to federal law, as detailed in this document. The test-taker preparation services should include a study guide for all examinations, with a minimum of one sample question per competency in the framework, and, for high-incidence tests (N >500 administrations per year), a full-length, computer-based practice test that can be self-scored.

NYSED reserves the right to recognize other examinations as it sees fit for certification titles for which no content specialty test has been developed or that NYSED determines are appropriate to support its teacher certification program. If any such examinations would result in a requirement for reporting under Title II or other federal law, the contractor will incorporate such examination results into such reports.

The contractor awarded a contract under this RFP will be expected to meet all NYSED requirements for the provision of services consistent with the development and administration of the assessment instruments listed below while meeting stipulated NYSED requirements for the development and administration of new assessment instruments within the NYSTCE Program for teachers in the classroom, pupil personnel services, School District Leaders, School District Business Leaders, and School Building Leaders, as well as stipulated teaching assistant titles. The contractor will also be responsible for meeting federal reporting requirements, including those pursuant to [Title II](#) and other federal and State laws, as stipulated by NYSED.

### **1.3.1 Chart 1: New York State Teacher Certification Examinations**

Examination	Category 1	Category 2	Category 3	Current Exam Fee
	Recently Created or Revised NYSTCE Custom-Designed Test	NYSTCE Custom-Designed Test to Be Created or Revised	Existing NYSTCE Custom-Designed Test	
EAS	X			\$92
Multi-Subject Birth – Grade 2 CST	X			Part 1 - \$65 Part 2 - \$65 Part 3 - \$49  Total if all three parts are taken together at one administration - \$179
Multi-Subject Birth – Grade 2 CST Part 2	X			
Multi-Subject Grade 1 – Grade 6 CST Part 1	X			
Multi-Subject Grade 1 – Grade 6 CST Part 2	X			
Multi-Subject Grade 5 – Grade 9 CST Part 1	X			
Multi-Subject Grade 5 – Grade 9 CST Part 2	X			
Multi-Subject Grade 7 – Grade 12 CST Part 1	X			
Multi-Subject Grade 7 – Grade 12 CST Part 2 revised	X			
Multi-Subject Part 3	X			
English CST	X			
Mathematics CST	X			\$134
Social Studies CST	X			

Examination	Category 1	Category 2	Category 3	Current Exam Fee
	Recently Created or Revised NYSTCE Custom-Designed Test	NYSTCE Custom-Designed Test to Be Created or Revised	Existing NYSTCE Custom-Designed Test	
Biology CST	X			\$134
Chemistry CST	X			
Earth Science CST	X			
Physics CST	X			
Latin CST	X			
Cantonese CST	X			
French CST	X			
German CST	X			
Greek CST	X			
Hebrew CST	X			
Italian CST	X			
Japanese CST	X			
Mandarin CST	X			
Russian CST	X			
Spanish CST	X			
English to Speakers of Other Languages CST	X			
Students w/ Disabilities CST	X			
American Sign Language CST	X			
Blind & Visually Impaired CST	X			
Computer Science		X		
Deaf & Hard of Hearing CST	X			
Gifted Education CST	X			
Literacy CST	X			
Agriculture CST	X			
Business & Marketing CST	X			
Business & Marketing CST Revised		X		
Dance CST	X			
Educational Technology Specialist CST	X			
Family & Consumer Science CST	X			
Health Education CST	X			
Library Media Specialist CST	X			
Music CST	X			
Physical Education CST	X			
Technology Education CST	X			
Theater (Theatre) CST	X			
Visual Arts CST	X			
BEA – Albanian		X		\$79

Examination	Category 1	Category 2	Category 3	Current Exam Fee
	Recently Created or Revised NYSTCE Custom-Designed Test	NYSTCE Custom-Designed Test to Be Created or Revised	Existing NYSTCE Custom-Designed Test	
BEA – Arabic		X		\$79
BEA – Bengali		X		
BEA – Cantonese		X		
BEA – Farsi		X		
BEA – French		X		
BEA – German		X		
BEA – Greek		X		
BEA – Haitian Creole		X		
BEA – Hebrew		X		
BEA – Hindi		X		
BEA – Igbo		X		
BEA – Italian		X		
BEA – Japanese		X		
BEA – Korean		X		
BEA – Malayalam		X		
BEA – Mandarin		X		
BEA – Polish		X		
BEA – Portuguese		X		
BEA – Punjabi		X		
BEA – Romanian		X		
BEA – Russian		X		
BEA – Serbo-Croatian		X		
BEA – Spanish		X		
BEA – Swedish		X		
BEA – Tagalog		X		
BEA – Tamil		X		
BEA – Urdu		X		
BEA – Vietnamese		X		
BEA – Yiddish		X		
Assessment of Teaching Assistant Skills (ATAS)			X	\$71
Communications & Quantitative Skills Test (CQST)			X	\$107
School Counselor		X		
School Building Leader – Part One	X			Part 1 \$214 Part 2 \$213 Both Parts \$427
School Building Leader – Part Two	X			
School District Leader – Part One		X		Part 1 \$176 Part 2 \$175 Both Parts \$351
School District Leader – Part Two		X		
School District Business Leader – Part One		X		
School District Business Leader – Part Two		X		

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### **1.4 Chart 2: Timeline for Required Services**

<b>Task</b>	<b>Month/Year</b>
Preliminary project planning and coordination, preparing for computer-based delivery of all exams in October 2021	February 1, 2021 – August 31, 2021
Administration of all exams, continued development of Category 1 exams, begin revisions to Category 2 exams – Year 1	September 1, 2021 – August 31, 2022
Administration of all exams, continued development of Category 1 & 2 exams and revisions to Category 2 exams – Year 2	September 1, 2022 – August 31, 2023
Administration of exams, continued development of Category 1 & 2 exams and revisions to Category 1 & 2 exams, as needed – Years 3 - 5	September 1, 2023 – August 31, 2026
Receipt of Item Bank in Word via Rich Text Format (RTF) for Fall 2021 Operational Tests	June 2021
Receipt of Item Bank in Word via Rich Text Format (RTF) from Fall Stand-alone Field Tests	June 2021
Develop computer-based testing platform	June 2021
Receipt of all Operational Tests, Field Tests, and Item Banks (both in production and already tested) for all NYSTCE assessments	June 2021

### **1.5 Exam Development – NYSTCE Custom-Designed Tests**

For NYSTCE custom-designed tests in Category 1, the contractor is required to continue the development, enhancement, administration, and reporting of these tests. For Category 2, the contractor must revise these tests when required by NYSED and then continue the development, enhancement, administration, and reporting of these tests. The contractor will not be required to revise, develop, or enhance Category 3 test forms. The contractor will be required to provide all services listed in this RFP for all categories for the duration of the contract, unless NYSED determines that such test should not be utilized or decides to utilize an alternative examination.

#### **1.5.1 Item Criteria – NYSTCE Custom-Designed Tests**

For Category 1 and Category 2 custom-designed tests, the contractor will use the [New York State Standards](#) in the subject area, as well as the [NYSTCE Test Frameworks](#) and Parts 52 and 80 of the Regulations of the Commissioner of Education and the Teaching and Leadership Standards, as guides for determining what the assessments will be designed to measure.

For each NYSTCE custom-designed test, the criteria shall include specifications for the content of passages and test items. (see [Attachment A – NYSTCE Item Writing Guidelines](#)) The criteria will be appropriate for adults seeking a teaching certification in New York State, and shall be used to approve or reject the content of passages and test items. The criteria, in general, will include but not be limited to the following specifications:



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### 1.5.1.1 Alignment to Test Framework and Standards

The item measures knowledge, skills, or abilities described in the Test Framework and is characterized by the New York State Standards.

### 1.5.1.2 Quality

1. The item is factually correct.
2. The item correctly represents the content presented in any stimulus material.
3. There is one unambiguously correct response.
4. All the parts of the item are clear.
5. The terminology is appropriate, consistent with the ESSA, the New York State Teaching Standards or Leadership Standards and applicable laws and regulations.
6. The language is in the clearest form to measure the knowledge, skills, or abilities assessed by the item.
7. The item is free of typographical and grammatical errors.
8. The item is appropriately constructed.
9. The structure of the item is sound (e.g. response choices are consistent in length, structure, and language).
10. The wording of the item stem is free of clue-ins.
11. Distractors are plausible and do not introduce ambiguity.
12. The answer key identifies the correct response.

### 1.5.1.3 Fairness

1. The item is free of language, content, or stereotypes that might potentially disadvantage or offend an individual because of her or his gender, race, nationality, national origin, ethnicity, religion, age, sexual orientation, disability, or cultural, economic, or geographic background.
2. The items are fair to all individuals regardless of gender, race, nationality, national origin, ethnicity, religion, age, sexual orientation, disability, or cultural, economic, or geographic background. The items include content that reflects the diversity of the New York State population.

### 1.5.1.4 Job-Relatedness

1. The item measures KSAs needed in order to perform the job of a New York State educator, as reflected in the Test Framework and Standards.
2. The item measures KSAs at a level that is appropriate for the certificate(s) for which the test is a requirement, as reflected in the Test Framework and standards.
3. The contractor will, at its sole expense, conduct a full job analysis for any new assessment developed under this contract, consistent with the requirements set forth by the United States Second Circuit Court of Appeals in *ELSA GULINO, ET AL., Plaintiffs, v. THE BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NEW YORK, Defendant*, No. 96-CV-8414 (KMW) , which lays out among other things the requirements cited in *Guardians Association of NYC Police Dept, Inc. v Civil Service Commission of NY* 630F.2d.

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4. The contractor must ensure that the assessments provided under the NYSTCE programs are valid and reliable assessments designed for the purpose of certifying teachers to enter the classroom and that there is sufficient technical documentation to survive judicial scrutiny under the analysis set forth by the United States Second Circuit Court of Appeals in *ELSA GULINO, ET AL., Plaintiffs, v. THE BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NEW YORK, Defendant, No. 96-CV-8414 (KMW)*, which lays out among other things the requirements cited in *Guardians Association of NYC Police Dept, Inc. v Civil Service Commission of NY 630F.2d*.
5. The contractor will continue to add computer-delivered Technology Enhanced Items (TEIs) to the current item banks to improve validity and reliability of the assessments. TEIs will allow candidates to interact and respond to stimuli specifically designed to encourage students to construct an answer as opposed to merely selecting a response. TEIs require candidates to think critically, and thus, provide a better measure of a candidate's depth of understanding and knowledge of a topic. Examples of current TEIs can be found in the [Biology CST Study Guide](#), the [Chemistry CST Study Guide](#), and the [Earth Science CST Study Guide](#).
6. The contractor will provide a complete list of objectives for each test and the specifications to be used in item development for approval by NYSED. The contractor will be responsible for determining the relationship between the recommended objectives for each test and the domain of knowledge that a teacher is expected to command. In addition, the contractor will conduct a job analysis survey for each certification examination for which a test is being developed.
7. The contractor will develop procedures for field testing items on each assessment, both initially and as subsequent forms are developed, to ensure continuing reliability, validity and comparability of forms. This procedure will be shared with NYSED during the initial stages of development for each test and should include steps that will be taken to maximize sampling. The contractor will conduct an item analysis for each examination, will determine the congruence between the item and the objective from which it was derived, will identify any gender or cultural bias of the item, and will ascertain each item's difficulty and discrimination indices. The contractor will share this item analysis and proposed operational forms developed with NYSED. NYSED will have at least thirty (30) days prior to the first administration of any operational form to review and approve any operational form. Also, such item analyses will be part of the validation and pass point-setting process. The contractor will do the sampling and field testing at its own expense, with individuals drawn from a representative sample of people throughout the State. The contractor will design/adapt a standard-setting method and conduct the statistical analysis of necessary data to provide estimates of passing scores on the assessments. Rating scales and performance review procedures and criteria must be fully reviewed by the bias review and assessment development committees. Analyses for performance items may differ in specifics but should provide evidence of reliability and validity with a comparable level of detail. A report of the results of analyses shall be submitted to NYSED. The contractor will develop, and field test enough new items throughout the contract period to be ready, beginning in October of 2022, to continually administer at least two forms of each low-incidence examination and at least four forms of each high-incidence examination. (Low-incidence examinations are taken by 499 or fewer candidates per year, mid-incidence examinations by 500 - 1,000 candidates per year, and high-incidence examinations by 1,001 or more candidates per year.) The contractor will be responsible for developing, reviewing, editing, and field testing enough items to provide at least 4.5 times as many test items as are required by the blueprint to measure each competency for each test. The contractor will develop field testing sampling plans that are responsive to the

population taking each test.

### **1.5.2 Item Banks - NYSTCE Custom-Designed Tests**

The current item bank size for New York State custom-designed items that have been developed under the current contract is included as [Attachment B - Item Bank Inventory](#). These items will be provided to the contractor in Word via Rich Text Format (RTF). The contractor should assume that there are no recently developed items for any of the other NYSTCE assessments (See [Chart 1: New York State Teacher Certification Examinations](#) in section [1.3.1](#) of this RFP for complete listing).

### **1.5.3 Bilingual Education Assessments (BEA)**

All revised BEAs use one common framework and were created in English and translated into the target languages. (See [Chart 1: New York State Teacher Certification Examinations](#) in section [1.3.1](#) of this RFP for complete listing of BEAs.) The BEAs in Category 1 represent the most used languages in New York State schools. All BEAs in Category 1 have been translated into the target language **except** Karen, Uzbek, Neapolitan, and Somali. These four will need to be translated at such time that one candidate requests an assessment in the target language. All BEAs in Category 2 can continue to be administered until five or more candidates request an assessment in the target language in any given year. At that time, a revised BEA will be translated. From time to time a candidate will request a BEA for a language that has not yet been identified by NYSED. For all requests for a new language, OTI will give candidates a pass on the BEA requirement until such time that five or more candidates request an assessment in the target language in any given year. When this occurs, NYSED will notify the vendor and the vendor will have six weeks to translate a new BEA for administration in the target language. See [Information about current BEAs](#).

### **1.5.4 Item Writing Guidelines – NYSTCE Custom-Designed Tests**

The current, approved item writing guidelines for the NYSTCE program are included separately as [Attachment A – NYSTCE Item Writing Guidelines](#). The contractor will be required to implement the approved guidelines for Category 1 and Category 2 NYSTCE custom-designed tests.

### **1.5.5 NYSED Approval**

NYSED shall have approval authority over all aspects of the work detailed in this RFP, including, but not limited to, test items and forms; all materials, products, and services produced by the contractor; PowerPoint™ presentations, conversion charts, and all other printed materials produced for this project; all test forms produced in braille or large type, before final copies are provided to candidates; all development and operational plans for scaling and equating and standard setting; all schedules, including training schedules, rollout schedules, implementation schedules and scoring/reporting schedules; all reports, including technical reports and score reports; and any changes to key project staff, including the program manager, content development staff, psychometricians, or research staff, on and after award of the contract and commencement of work for the duration of the contract.

Any changes to services or deliverables under this procurement must be in accordance with a written description that clearly justifies the need for the change and that identifies the rationale for the change. The New York State Office of the State Comptroller is the only entity that has the authority to approve the modification of an agreement between NYSED and a contractor. No work that is not already

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contracted for should be started by a contractor prior to its official approval by NYSED and then the Office of the State Comptroller.

### **1.6 Content Reviews of Test Materials - NYSTCE Custom-Designed Tests**

The contractor shall ensure that all individuals assigned to write or review items for Category 1 and Category 2 tests shall have successfully completed training that is consistent with the policies and practices of the ESSA, including, but not limited to, the following items: (1) data-driven instruction, (2) evidence-based observations, (3) New York State learning standards; (4) New York State teaching or leadership standards, as appropriate; (5) Criteria/Evidence Centered Design-Based Item Development; and (6) NYSED exam format.

The contractor shall not permit any individual to participate in item-writing who has not been previously trained on the ESSA and New York State Learning and Teaching Standards as described previously. Additionally, all individuals assigned to write or review items for the School Building Leader (SBL) examination must have prior School Building Leader experience in the PSEL and NELP Standards.

The contractor shall agree to work collaboratively with NYSED to establish, and thereafter implement, at the contractor's sole cost and expense, training sessions that are consistent with the requirements of the above provisions for all individuals writing and reviewing items. The training sessions shall be conducted in a manner consistent with professional standards and with the diligence and skill expected of a consultant with extensive experience in the performance of the work herein described. NYSED will monitor and evaluate the success of the training program, as measured by the quality of items produced, which must satisfy the needs of NYSED. Training may be conducted in-person, online, or in another format approved by NYSED and the contractor. The contractor will provide NYSED with a timeline for training, after the training program is designed in coordination with NYSED.

The contractor, at its sole cost and expense, will develop and finalize an internal test-development process that is subject to the approval of the parties, within 30 days of the contract start date, or approval by the Office of the State Comptroller of the contract, whichever is later. Part of this process will further delineate the passage and item-approval/rejection process. The test-development process will be used to create Item Banks for each Category 1 and Category 2 NYSTCE custom-designed certification examination.

For the School Building Leader (SBL) examination, the contractor shall hire, at its sole cost and expense, an outside technical advisor acceptable to NYSED to oversee all steps in the SBL examination-development process. The technical advisor will review planning documents and provide feedback and suggestions to NYSED in advance of each stage of item development. The technical advisor will also review all examination materials intended for public release (Test Frameworks, sample items, practice exams) for consistency and alignment with the NYSTCE program vision. The contractor shall notify NYSED of the selection of the outside technical advisor, who is subject to the review and approval of NYSED and who must sign a non-disclosure agreement.

NYSED, in collaboration with the contractor, shall develop processes and procedures for NYSED Senior Management to have final sign-off of all newly developed or newly revised passages and items that will be included in the test-development process, and the decision whether or not to use these shall be at the sole discretion of NYSED Senior Management.

As defined in this RFP, NYSED Senior Management shall be the Assistant Commissioner for the Office

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of State Assessment, and the Deputy Commissioner of the Office of Higher Education and/or their designees. If a designee is identified, NYSED will notify the contractor before the start of the test-development process for a given certification examination. Should a position or the person holding a position in NYSED Senior Management change, the contractor shall be notified immediately.

NYSED, in collaboration with the contractor, shall include in the test-development process to be finalized by the contractor and approved by NYSED the procedures for NYSED Senior Management to resolve all discrepant feedback from the contractor and NYSED staff assigned to conduct reviews of passages and/or exam items (e.g., If the contractor indicates that a passage or item meets Criteria, but NYSED disagrees, the passage or item is flagged for NYSED Senior Manager review and resolution).

The contractor is required to respond to and address NYSED's quality-control concerns, based on the Item Review Criteria stated in section [1.5.1 Item Criteria – NYSTCE Custom-Designed Tests](#) of this RFP, within a reasonable time frame commensurate with the urgency of the specific issue.

If any Advisory Committee (see section [1.6.2 Advisory Committees - NYSTCE Custom-Designed Tests \(Category 1 and Category 2\)](#) in this RFP) rejects an item that appears in the Item Bank, or recommends a revision to such an item, on the basis of bias or accuracy, the subject item shall not be used by the contractor on an examination, unless any proposed correction to or modification of the item is approved by NYSED Senior Management. Upon approval of the correction or modification, all changes shall be made to the item consistently across any and all certification examinations in which it may appear. The tracking of changes and evidence that all edits were made consistently will be documented throughout the test-development process.

In the event that a subsequent NYSED review of a certification examination during the test-development cycle finds that changes are required to the review criteria, test framework, prototypes of passages and test items, other test materials, or existing items that were previously approved for use in that certification examination by the previous NYSED reviewer(s), such changes will be provided by the contractor within a mutually agreed-upon timeframe, with no increase in examination cost. If multiple NYSED reviewers are assigned to a certification examination, they shall agree on a single set of review criteria, a test framework, a set of prototypes of passages and test items, and other test materials. Their agreement shall be communicated to the contractor by one of them.

The contractor shall develop and/or obtain the number of required passages and items for each certification examination, as agreed upon by the parties. The required number of passages and items will be calculated so that the rejection of passages and items by NYSED does not have a negative effect on timelines for the creation of test forms for the certification examination.

Any and all removed or rejected passages or items are to be replaced with passages or items of a quality acceptable to NYSED, in accordance with the test-development process.

The contractor acknowledges and agrees that passage selection, item development, and item editing are under its direct responsibility.

NYSED has discretion during review to edit items for compliance with the Criteria, but NYSED is not responsible for developing items.

The contractor shall manage the review and item editing in a timely and accurate manner, in accordance with the agreed-upon project schedule and Item Criteria. The contractor shall not rely on

NYSED's efforts, feedback, or review to satisfy its responsibilities.

**1.6.1 Fees for Reimbursement Related to Passage Selection and Item Development - NYSTCE Custom-Designed Tests (Category 1 and Category 2)**

NYSED expects that the contractor will exercise due diligence, as described in this RFP, such that a minimum of 90% of the passages/items it provides to NYSED's review team will be found by NYSED to meet the mutually agreed-upon passage and item selection/review criteria. If between 11% and 15% of the passages/items submitted by the contractor to NYSED for a given certification examination test-development cycle are rejected by NYSED for failure to meet the mutually agreed-upon criteria, the contractor shall pay, as a reimbursement to NYSED for the cost of excess personnel time required to correct and remediate unsatisfactory work-product, a fee equal to 1% of the exam registration fees collected by the contractor from test takers taking the respective certification examination for that administration year.

If between 16% and 20% of the passages/items submitted by the contractor to NYSED for a given certification examination test-development cycle are rejected by NYSED for failure to meet the mutually agreed-upon criteria, the contractor shall pay a fee equal to 4% of the exam registration fees collected by the contractor from test takers taking the respective certification examination for that administration year. If greater than 20% of the passages/items submitted by the contractor to NYSED for a given certification examination-test development cycle are rejected by NYSED for failure to meet the mutually agreed-upon criteria, the contractor shall pay a fee equal to 7% of the exam registration fees collected by the contractor from test takers taking the respective certification examination for that administration year.

With the exception of the last administration year, any fees for reimbursement related to passage selection and item development shall be paid by the contractor in the form of additional NYSTCE fee vouchers to be provided to NYSED's Office of Higher Education for distribution by NYSED and/or the State's approved teacher-preparation programs to candidates in need. With NYSED's approval, the contractor will distribute the additional fee vouchers to teacher-preparation programs and NYSED as part of the annual distribution of fee vouchers that the contractor already conducts on NYSED's behalf as described in section [1.11.1 Fee Vouchers](#) in this RFP. For the last administration year, any fees for reimbursement related to passage selection and item development shall be paid to the Office of Higher Education for its use in providing fee vouchers during the next year.

The criteria for passage selection and item development developed by the contractor and approved by NYSED at the start of the contract term are subject to revision by mutual agreement of NYSED and the contractor during the contract resulting from this RFP. If any of these criteria are revised by mutual agreement, the revised criteria shall apply to the above provisions for fees payment for only those passages and items submitted by the contractor to NYSED after the revisions to the criteria have been mutually agreed upon.

**1.6.2 Advisory Committees - NYSTCE Custom-Designed Tests (Category 1 and Category 2)**

Consistent with NYSED policy and NYSTCE Program procedures, the contractor, in conjunction with NYSED, will convene, as needed, the following advisory committees:

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1. A “Bias Review Committee” of at least 15 educators selected by NYSED will review newly developed frameworks, items and passages to check for and eliminate ethnic, racial, gender, and other forms of bias.
2. A “Framework Review Committee” of at least 20-30 educators (depending on test incidence) selected by NYSED will review the proposed framework for a NYSTCE custom-designed test (see section [1.3.1 Chart 1: New York State Teacher Certification Examinations](#)) that is revised during this contract to ensure that the test will measure the KSAs needed in order to perform the job of a New York State educator, as reflected in the NYS Standards.
3. An “Item Review Committee” of at least 20-30 educators (depending on test incidence) selected by NYSED for each assessment, as developed. The respective Item Review Committees will each consider and advise on (a) the identification of the objectives to be measured by the test; (b) a review of test items; (c) the validation of test items; (d) a review of test objectives and test items for potential bias; and (e) a review of the job relatedness of the item. Should such advice also include scales and procedures for rating observations or constructed responses, the contractor will consider and advise on those scales and procedures, as well as on studies of interrater reliability.
4. A “Marker Response (Rangefinding) Committee” of at least 15 educators selected by NYSED will be convened to review field test responses to constructed-response items to select exemplars at each score point for scoring.
5. A “Validation and Standard-Setting Committee” of at least 20-30 educators (depending on test incidence) selected by NYSED will be convened, as needed, to obtain further validity evidence regarding the test items and to gather standard-setting recommendations for each field test, as part of ongoing efforts to assure the continuing validity and reliability of each assessment instrument.

These committees have the responsibility for reviewing and approving/revising all test items and passages. At least 25% of the membership of each committee will be New York State college educators actively involved in the preparation of educators in appropriate certificate titles; at least 60% will be New York State certified [or New York City/Buffalo certified] teacher or leadership practitioners holding regular appointments or assignments in appropriate certificate title areas in New York State elementary, middle, or secondary schools. Up to 15% of the members of each committee may be other New York State professionals with appropriate content area background and/or training/experience in test development and validation. NYSED will select the participants for all committees to ensure that they are as geographically and ethnically diverse as is feasible.

The contractor will work with NYSED, in advance, to plan all committee meetings, if needed, and provide committees with all resources and information needed to review test items, advise on item selection, and analyze and review the contractor’s analyses of assessment objectives and items. The contractor shall require all committee members to sign an attendance sheet and a non-disclosure agreement (see [Attachment C - Non-Disclosure Agreement](#)) before participating in any activities, shall save all such attendance sheets and agreements, and shall be prepared to provide them to NYSED upon request. The contractor will also record and summarize committee decisions and actions taken on those decisions. The information will be shared with the committee and with NYSED. The contractor will be responsible for all notifications and arrangements associated with committee activities and will be responsible for the costs outlined below. NYSED will not be responsible for these costs.

The contractor will be responsible for all of the costs of the meeting rooms, which must be sufficient in

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size to accommodate all of the participants, and for the payment of an honorarium of \$215 per full day to all of the participants, except those who are NYSED employees or consultants. Contractors are also responsible for reimbursing all participants, except NYSED employees or consultants, for their lodging (if they reside 50 or more miles from the meeting location), meals, and travel expense. The contractor is expected to provide meals during the meetings and reimbursement for other meals for participants. Travel expense reimbursement must be at the approved New York State rates that are in effect on the dates of the committee meeting. Current rates are available at [GSA U.S General Services Administration](#). The average number of miles that each participant will travel is undetermined; however, committee members will be from across the State. Those asked to attend will be from distances as near as three miles or as far as 350 miles away. Approximately 80-90% of meeting participants will require hotel accommodations.

The contractor agrees that, prior to any item review or standard-setting conference with NYSED or advisory committees, the contractor shall submit to NYSED no later than three (3) months prior to the date of such conference all relevant documentation, including test items, for NYSED's review. NYSED agrees to review and communicate all its feedback within twenty (20) days of the receipt of the relevant documentation to provide time for the contractor to make revisions, if necessary.

### **1.7 Additional Quality Control Measures - NYSTCE Custom-Designed Tests**

The contractor will provide an expert, independent review of the contractor's process for the development of scoring materials to improve the quality, completeness, and accuracy of the scoring materials, at the contractor's sole cost.

The contractor must develop a monthly test-development schedule to be shared with NYSED that shall contain a detailed breakdown of upcoming deadlines, document requests, and expected deliverables. This schedule shall be provided to NYSED at least three (3) months in advance of the start date and provide for a minimum review period of at least twenty (20) days for any materials, documentation, and/or any additional items that require NYSED approval.

The parties agree to develop a timeline for the implementation of these procedures within thirty (30) days of the contract start date or approval by the Office of the State Comptroller of the contract, whichever is later. The schedule will include agreed-upon timeframes for NYSED review, edits, and approval of items. NYSED agrees to provide all review, approval, and edits of items within the timeframe agreed upon by the parties.

The parties agree that NYSED has the discretion and authority to require, with reasonable cause, that the contractor implement a three (3) month plan, beginning on the date of notice by NYSED, during which a contractor staff member who is determined not to be meeting NYSED's expectations will be given the opportunity to amend his/her job performance. During this three-month period, the contractor shall assign another staff member, approved by NYSED, to monitor the staff member's work and assist with the contractor's obligations under this contract during this time period. If the contractor's staff member's performance has not improved during that time period to the satisfaction of NYSED, then the contractor will replace the staff member, upon notice to the contractor regarding the staff member's performance. Notice shall be consistent with the requirements of this contract. The contractor shall replace any such staff members with appropriately qualified candidates who have successful, proven track records in the specified work, without any increase to test takers in the fees charged by the contractor. Proposed key staff members are subject to the review and approval of NYSED, and such approval shall not be unreasonably withheld.



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The parties agree that the contractor shall provide at least monthly, a project status report, which will illustrate current review/approval tasks of both NYSED and the contractor. This report will guide discussions between the parties to prioritize tasks, based on the effects on critical paths for review of examinations administered through the end of the contract by the parties.

### **1.8 Test Administration - All Tests**

The contractor will be responsible for designing, managing, and maintaining a secure and expeditious system to register all test-takers, administer and score all assessments, and report assessment results to each candidate, the preparing institution, and NYSED. The contractor will administer all assessments, utilizing a technology platform that conforms to industry standards, including electronic item banking and automated form generation. The contractor must also implement a plan to monitor item exposure. In addition, an assessment-administration plan should be developed, which includes the scheduling of assessment administrations and a timeline for developing new assessment forms throughout the contract period.

The contractor will be responsible for providing reasonable and appropriate accommodations for individuals with documented disabilities within the meaning of the Americans with Disabilities Act (ADA), as amended. Under the ADA, a disability is a physical or mental impairment that substantially limits an individual's ability to perform one or more major life activities, as compared with most people in the general population. [Attachment D: Specifications for Contractor/Subcontractor Transcribing Braille](#) and [Attachment E: Guidelines for Large Type Print Editions](#) detail requirements for braille and large type accommodations in testing.

Notwithstanding the above, NYSED understands that candidates seeking alternate testing arrangements require additional processing time in order to confirm and arrange any specialized accommodations and, therefore, candidates seeking alternate arrangements will be requested to contact the contractor with such request at a time and date that will allow for sufficient time to process requests for specialized accommodations.

Where raters must be trained to score the assessments, the contractor is responsible for developing training materials for assessment raters or using training materials as directed by NYSED (including a training manual and an assessor manual), working with appropriate stakeholders (as determined by both the contractor and NYSED) in finding and recruiting raters, scheduling and conducting training sessions, establishing and maintaining interrater reliability, and providing all support required to maintain procedural integrity and viability in support of overall test validity and reliability.

The contractor must perform thumb or palm print scanning or an equivalent identity verification of all examinees at test administrations and provide all needed information to NYSED for resolution of issues relating to allegations of fraud in a timely manner.

Test appointments shall be scheduled for candidates on a first-come, first-served basis, at the time of registration. Candidates must be able to schedule a test appointment at a testing center within thirty (30) days of registration. If a candidate cannot schedule an appointment within thirty (30) days of his/her desired date and time, the candidate, the program in which he or she is enrolled, or NYSED should contact the contractor. The contractor will then work with the program and/or the candidate to schedule an appointment within the desired time period. The contractor will work diligently with each such candidate who cannot find availability at a test center that falls within a 50-mile radius of either the candidate's residence and/or his or her higher education program, whichever is less distance, to explore

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available test dates at a test center location most convenient to him or her. If necessary, as determined by NYSED, the contractor shall add additional time to test center operational hours to accommodate test demand. The contractor's test reservation system allows the contractor to offer multiple testing appointments to candidates in a consultative manner in real time. The contractor will consult with the candidate to identify test center locations with availability within thirty (30) days of the desired date of testing.

If the contractor does not have an established testing center within a 50-mile radius of either the candidate's residence and/or IHE, the contractor should conduct a thorough analysis to identify IHEs and other possible test sites for the candidate. The contractor will reach out to any IHEs or other possible test sites that are found to be within the 50-mile radius in order to recruit them to become authorized test centers, provided that they meet the contractor's requirements and sign the contractor's standard testing-center agreement. If the contractor is unable to successfully recruit an IHE or test site within the 50-mile radius, the contractor will work extensively with the test center located nearest to the candidate's residence and/or IHE to accommodate the candidate. As an additional option, the contractor will also explore the feasibility of conducting multiple testing events in remote areas of New York State to accommodate the demand for testing.

The contractor shall provide NYSED with a comprehensive list of all available computer-based testing centers upon request. The contractor will work to develop operating hours and the capacity to support the demand for the program. The contractor will also, upon mutual agreement with NYSED, identify and implement other services that are deemed relevant and value-adding for New York State teacher certification candidates.

The contractor shall monitor testing-hour demands and will explore testing center network expansion to meet those demands. The contractor will work with NYSED to identify additional areas of the State that need computer-based testing centers.

### **1.8.1 Computer-Based Testing Administration**

As part of its plan to comply with the 50-mile radius requirement, explained in section [1.8 Test Administration - All Tests](#) of this RFP, the contractor must establish a minimum of 50 operational computer-based testing centers, distributed across New York State, by October 1, 2021. In addition, the contractor must increase this number to a minimum of 75 operational computer-based testing centers by October 1, 2022. All NYSTCE exams should be administered as computer-based tests and be available to candidates year-round by appointment, Monday through Saturday (excluding some holidays.) Prospective registrants should be able to view real-time seat availability and review testing center locations before selecting their preferences.

In addition to the test centers located within New York State, the contractor must make a concerted effort to establish and maintain testing centers at suitable locations, such as US military bases and IHEs, in the other states and nations in which participation in the NYSTCE assessments has historically been most frequent. This includes the states of California, Connecticut, Massachusetts, Maine, New Jersey, Pennsylvania, Vermont, and Virginia, and the nations of Afghanistan, Australia, Canada, Germany, India, Japan, Kuwait, and Qatar.

### **1.9 Score Reporting**

The contractor must report scores to candidates within thirty (30) business days from the date of testing,

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except in specific circumstances approved by NYSED. The contractor also is responsible for the provision to NYSED of NYSTCE scores, using a format and methodology compatible with NYSED's online educator certification application system, and to New York State-approved educator preparation programs. Additionally, the contractor is responsible for all required Federal and State reporting, including Title II reporting and any reports requested by NYSED.

As part of the Federal reporting requirements for Title II, Section 207, of the Higher Education Act, pass rate data on all NYSTCE assessments developed and administered under this contract, including the Educational Leadership Assessments, as well as enrollment and programmatic information, must be collected for each of the approximately 115 New York State institutions of higher education with registered teacher- and/or school leadership-preparation programs. This requires the collaborative efforts of institutions of higher education, NYSED, and the contractor. The same data-collection process will be used to meet New York State requirements for reporting teacher certification testing scores for program completers pursuant to New York State Commissioner's Regulation 8 NYCRR §52.21.

Data will be collected electronically via interactive, web-based survey forms and will include, but may not be limited to: a listing of all examinees by the last five digits of their Social Security numbers, subject concentration area(s), certificate title area(s), and dates of birth; test scores for each and every assessment by form, administration site, administration date, and any other criteria as required by NYSED; and additional teacher- and school leadership-preparation data regarding student teachers, leaders, and faculty: as well as other identifying information. All the information will need to be collected, reviewed, and, in some instances, requests will need to be made for clarification in the interest of providing the greatest level of accuracy and completeness. The work plan must include a procedure for this data review. Each cohort will require a follow-up study. A separate report must be prepared for each cohort.

The contractor will provide a full-time staff member to take responsibility for all aspects of the mandatory Title II data collection and reporting requirements. Responsibilities will include, but may not be limited to, serving as liaison to both NYSED and the institutions of higher education.

The reporting requirements for Title II may change during the duration of the term of the contract resulting from this RFP. The contractor will be required to collaborate with NYSED OTI to revise the data-collection process as needed and provide reports as Title II requires. Reports required by NYSED may also be revised, based on changes to Regents policy on data collection.

### **1.10 Preparation Materials for Candidates**

The contractor will develop and/or provide access via the internet to preparation and study guides, in order to assist candidates in preparing to take each of the NYSTCE Program assessments. All study guides will contain, at a minimum, the competencies to be measured, descriptions of performance assessment and rating procedures, and at least three sample items per competency. These study guides must be provided to all candidates at no charge. (See [current study guides](#).) The contractor will be responsible to provide appropriate internet accessibility, subject to NYSED approval, for all test-registration bulletins, study guides, and registration processes that are available via the internet, and provide these in alternate formats for individuals with disabilities. Throughout the contract period, the contractor will continue to develop and enhance materials and services to assist examinees. The contractor must provide study guides for each assessment.

In addition, the contractor will provide to candidates full-length, computer-based practice tests already

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developed for existing tests at a cost not to exceed \$30. See [Chart 3: Examinations with Existing Practice Tests](#) for a list of already-developed practice tests. Full-length, computer-based practice tests shall be developed by the contractor for each high-incidence (N > 1,000) custom-designed assessment not listed on Chart 2, at a cost not to exceed \$30. NYSED would prefer for the contractor to provide a full-length, computer-based practice test for each mid-incidence (N = 500 – 1,000) test not listed on Chart 2, as well, if feasible. Practice tests must be an accurate reflection of any existing test (same number of and types of questions). Practice tests shall be updated at least once a year, and the candidate shall receive a raw score on the computer-based selected-response items within practice tests, and access to a sampler exemplar response for any constructed-response tasks.

In addition, the contractor will develop an additional, full-length, computer-based practice test for each high-incidence (N > 1,000) custom-designed assessment, at a cost not to exceed \$200 per semester for purchase by IHEs. NYSED would prefer for the contractor to provide a full-length, computer-based practice test for each mid-incidence (N = 500 – 1,000) test for purchase by IHEs as well, if feasible.

<b>1.10.1 Chart 3: Examinations with Existing Practice Tests</b>
ASSESSMENT OF TEACHING ASSISTANT SKILLS
EDUCATING ALL STUDENTS
ENGLISH
ENGLISH TO SPEAKERS OF OTHER LANGUAGES
LITERACY
MATHEMATICS
MS 1-6 Part One Lit/ELA
MS 1-6 Part Two Math
MS 7-12 Part One Lit/ELA
MS 7-12 Part Two Math
MS B-2 Part One Lit/ELA
MS B-2 Part Two Math
SOCIAL STUDIES
STUDENTS WITH DISABILITIES

### **1.11 Examination Fees**

All proposed fees to be paid by individual test takers must be included in the proposal. For the purpose of proposal development, the contractor should consider actual examinee numbers for those tests/assessments administered during the 2018-19 program year, listed in [Attachment F: New York State Teacher Certification Examinations - Number of Examinations Taken by Candidates Statewide](#). NYSED does not guarantee the actual numbers of future examinees for the contract period. **The cost proposed by the contractor to administer the test to one candidate during any year of the new contract term may not exceed by greater than 5% the current cost** as shown in section [1.3.1 Chart 1: New York State Teacher Certification Examinations](#) of this RFP.

In proposing fees, the contractor should consider the current NYSTCE Program fee structure, the relative cost of each assessment in relation to the life earnings of credential holders, and the public policy consideration for a reasonable and stable fee structure.

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### **1.11.1 Fee Vouchers**

Annually, at the start of each administration year, the contractor must provide to NYSED or as otherwise designated by NYSED, at no cost to candidates, NYSED or the IHEs receiving them, 4,000 fee-vouchers covering the full cost of a single administration of any of the certification exams, developed and administered under the terms of this contract. The maximum value for each voucher shall be the cost of a single administration of all three parts taken together of the Multi-Subject CST. Vouchers will be distributed to candidates with financial need to enable them to take the required NYSTCE exams.

### **1.11.2 Additional Fees**

The contractor is permitted to charge the test takers the following maximum additional fees:

Additional copy of test results (per copy)	\$20
Rescoring of a test	\$30
Charge for processing a disputed credit card charge or personal check returned by a bank	\$30
Change/Cancel registration	\$20

No other fees or charges to the candidate or NYSED are permissible. Candidates who cancel registration without testing within one year of registration will receive a full refund of the cost of the assessment. At the contractor's discretion, candidates who fail to test or cancel their registration within one year of registration may forfeit cost of the assessment.

### **1.11.3 Fee Reporting**

The number of candidates participating in the assessments may change each year. The contractor will report annually to NYSED on the fees collected (exam fees as well as practice tests and all additional fees) and its direct costs of providing the services.

## **1.12 Program Management and Staffing**

Throughout the duration of the contract, the contractor must provide plans and procedures for ensuring that staffing is commensurate with the project's scope of work, and immediately notify NYSED of any changes in key staffing, including changes in key staffing of any subcontractors. NYSED reserves the right to review and approve any proposed changes in key staffing and/or subcontractors. Detailed and enough information should be presented to NYSED as to the efficacy of the proposed staffing solutions for this project and organizational arrangements of the same. This information should include:

1. an organizational diagram that indicates staffing arrangements for this project
2. time commitments of the proposed staff that are described in terms of projected average number of hours per week devoted exclusively to this contract
3. a detailed description of the responsibilities of all proposed staff
4. detailed resumes for all key staff members associated with this project

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The contractor must identify a program manager to be the central point of contact with NYSED for this contract. The program manager and all other key staff, including content specialists, development supervisors, and research staff, must be identified, in writing, by name and experience. Current resumes for these key staff members, and any other key staff, should be included as part of the proposal. Contractors are expected to demonstrate that the individual identified as a program manager has enough authority and experience across departments within the organization to ensure that the work of the contract has the necessary priority to be completed with the highest quality and on time.

The program manager must have a minimum of a bachelor's degree or project management certification through the Project Management Institute (PMI) as a Project Management Professional (PMP), or other recognized program management certification. The project manager should have at least three years' experience managing large-scale assessment projects from conception through completion, following industry-recognized project-management methodology. Previous experience in projects involving education certification examinations, professional licensing examinations, or elementary-, intermediate-, and/or secondary-level testing is expected. The program manager is expected to have strong organizational and managerial skills and a demonstrated knowledge of testing procedures. A detailed resume and two professional references that attest to the individual's qualifications and experience should be included with the proposal.

### **1.12.1 Program Manager Responsibilities**

The Program Manager will have the following responsibilities:

1. travel to Albany for an introductory meeting with NYSED staff within thirty (30) days of final contract approval
2. develop and submit an annual detailed project plan for review and approval by NYSED that will provide an overall analysis of the methods that the contractor will utilize to perform all aspects of the contract in the required timeframe
3. ensure that no work will be performed on the project until NYSED has approved the contractor's work plan
4. maintain accurate, up-to-date information on the current status of all contractor and subcontractor(s) work on the project, and promptly communicate such information to NYSED
5. coordinate and participate in quarterly review meetings and weekly conference calls to discuss the project status and any issues related thereto. Note that in the first year of the contract, quarterly meetings must be conducted in person at NYSED's office in Albany, provided that health conditions in the United States allow for such. Following the first year, up to two of the four quarterly meetings may be conducted by webinar or conference calls, rather than in person
6. provide meeting minutes to NYSED within one (1) week following each quarterly review meeting
7. provide written statements regarding any and all-important decisions made during weekly conference calls
8. submit bi-weekly reports that include the following:

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- a. a current, detailed list of all work and activities completed and in progress, with corresponding dates;
  - b. a detailed list of upcoming work;
  - c. a list of all information needed from NYSED for work to proceed; and
  - d. external dependencies, if any, that may affect the schedule, and the variance by which they would affect the schedule; and with the understanding that all dates must correspond to all timelines and schedules for deliverables.
9. submit all deliverables and other work products to NYSED in the manner designated by NYSED for review and approval prior to any release or distribution by the contractor
  10. proofread all materials appropriately for errors
  11. submit materials to NYSED according to a mutually agreed-upon timeline to allow for appropriate review
  12. oversee the development and implementation of changes, as necessary, to ensure that the project remains within the specified scope and is within time, cost, and quality objectives

### **1.12.2 Notification Procedures**

In the event that a problem or potential problem arises with regard to quality, timeliness, security, or any other issue with respect to deliverables and services at any time during the contract term, regardless of when the problem arises, the program manager must immediately notify the Assistant Commissioner for the Office of State Assessment, the Director of State Assessment, and the Assistant Director of the OTI, or their designees, via telephone and in writing of the issue and the contractor's proposed solution, and shall also include the issue and NYSED-approved solution on any subsequent report(s).

If a delay in performance occurs as a result of a force majeure, the affected party will contact the other party in writing as soon as the delay is known and provide a written contingency plan. The non-affected party acknowledges that the affected party will not be held liable for failure to perform any provision of the contract if such failure is caused by a force majeure. Should such events occur, the contractor will use financially reasonable efforts to overcome the difficulties and will resume work as soon as reasonably possible. Notwithstanding the foregoing, if the force majeure continues beyond thirty (30) days, the parties shall decide on an appropriate course of action that will permit fulfillment of the parties' objectives hereunder

### **1.13 Security Procedures and Requirements**

The contractor must provide NYSED with its security plan and procedures in handling large-scale testing products. The contractor's security procedures will include secure shipment of all materials, using a carrier with ground-tracking capability, whenever shipment of printed materials to NYSED is necessary. NYSED requires that the contractor ship in this manner, with no electronic transfer of individual test taker information or any secure test materials, unless authorized by NYSED to do on a case-by-case basis. Electronic transfer includes transfer via e-mail, Internet, or facsimile (FAX). The contractor must ensure that all materials are kept secure at all times, and the contractor must adhere to [Attachment G: Security Guidelines for New York State Assessment Program](#) and complete **Form CPO2-Confidential: Contractor's Data Privacy and Security Plan**, which is posted with the RFP

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(See section [4.4 Form CPO2-Confidential: Contractor's Data Privacy and Security Plan](#) of this RFP for further information regarding the required completion of this form.)

The contractor will host and maintain a secure file transfer protocol (SFTP) site as a means of file transfer. Access to the New York State test information on the site must be limited to the contractor and NYSED unless further sharing with other parties is authorized in writing by NYSED.

The contractor may not disclose any secure test materials related to NYSTCE custom-developed tests, including test questions, whether in draft or final form, to anyone other than NYSED Office of Teaching Initiatives (OTI) staff, Office of State Assessment (OSA) staff, or other person(s) participating in the work described above. It is also agreed that the contractor will not disclose such materials to any NYSED staff other than OTI and OSA staff without the prior permission of the OTI and OSA.

Upon completion of the work described above, the contractor agrees to return to OTI and OSA all secure test materials owned by NYSED that were provided to or prepared by the contractor, including the content or design, test questions and all copies thereof and all notes, ensuring that secure test materials are not copied or duplicated in any way, or shared with or discussed with anyone other than OTI and OSA staff or other person(s) authorized by OTI and OSA. The contractor must agree to immediately report to OTI and OSA if any teachers and administrators engage in inappropriate conduct with respect to Teacher Certification Examinations, who may be subject to disciplinary actions in accordance with §§3020 and 3020-a of Education Law and/or to action against their certifications pursuant to Part 83 of the Regulations of the Commissioner of Education.

The contractor must require each individual who participates in committee work, scoring activities, or any other activities related to the NYSTCE during which he or she would have access to test items to sign a Non-Disclosure Agreement ([Attachment C](#)), and must retain the signed forms for at least one year beyond the end date of the contract, and promptly submit the signed forms to NYSED upon request.

### **1.14 Monitoring and Evaluation**

NYSED will monitor and evaluate the progress of the contractor in meeting contract specifications, through pre-arranged conference calls and review of the contractor's biweekly reports. This evaluation will emphasize the psychometric appropriateness of all aspects of the project and the contractor's ability to continue to meet timelines and supply deliverables.

The contractor will retain and update records and accounts on a monthly basis and must be able to prepare and submit student level data, statistical, narrative, and/or financial summaries related to the contract resulting from this RFP as requested by NYSED.

### **1.15 Qualifications**

The contractor must be experienced in the types of standardized testing activities including, but not limited to, scaling and equating, scoring of multiple-choice and constructed-response items, research, test data analysis, preparation of technical reports, and conducting of standard settings. The contractor must have demonstrated capacity to complete this project using their own hardware and software, except for any components that the contractor proposes to subcontract.



### **1.16 Payments and Reports**

There will be no cost to the State for this contract. Individual test takers will pay fees for each exam directly to the contractor, as further detailed in the Bid Form Cost Proposal. The contractor will report annually to NYSED on the fees collected (exam fees as well as practice tests and all additional fees) and its direct costs of providing the services.

### **1.17 Accessibility of Web-Based Information and Applications**

Any documents, web-based information and applications development, or programming delivered pursuant to the contract or procurement, will comply with New York State Education Department IT Policy NYSED-WEBACC-001, [Web Accessibility Policy](#) as such policy may be amended, modified or superseded, which requires that state agency web-based information, including documents, and applications are accessible to persons with disabilities. Documents, web-based information and applications must conform to NYSED-WEBACC-001 as determined by quality assurance testing. Such quality assurance testing will be conducted by NYSED employee or contractor and the results of such testing must be satisfactory to NYSED before web-based information and applications will be considered a qualified deliverable under the contract or procurement.

### **1.18 Subcontracting Limit**

Subcontracting will be limited to 30% of the total contract value. Subcontracting is defined as non-employee direct personal services and related incidental expenses, including travel.

For vendors using subcontractors, a Vendor Responsibility Questionnaire and a NYSED vendor responsibility review are required for a subcontractor when:

1. the subcontractor is known at the time of the contract award;
2. the subcontractor is not an entity that is exempt from reporting by OSC; and
3. the subcontract will equal or exceed \$100,000 over the life of the contract.

For additional information about Vendor Responsibility, see the **Vendor Responsibility** section contained in [3.\) Evaluation Criteria and Method of Award](#) of this RFP.

If the vendor proposes to change subcontractors during the contract period, NYSED must be notified prior to the change. NYSED reserves the right to reject any replacement subcontractors proposed by the vendor and reserves the right to approve all changes in subcontractors. The Subcontracting Form located in the Submission Documents must be updated annually and submitted to NYSED. Using this form, the vendor must also report to NYSED, on an annual basis, actual expenditures incurred for all subcontractors and indicate which subcontracting costs are associated with M/WBE.

### **1.19 Staff Changes**

The contractor will maintain continuity of staff throughout the course of the contract. All changes in staff will be subject to NYSED approval.

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**1.20 Contract Period**

NYSED will award one contract pursuant to this RFP. The contract resulting from this RFP will be for a term anticipated to begin February 1, 2021, and to end August 31, 2026.

**1.20.1 Contract Transition**

Upon completion or termination of the contract awarded as a result of this RFP, the contractor agrees to use its best efforts to assist NYSED in completing an efficient transition to any successive contractor and/or NYSED. This shall include, but not be limited to, assisting NYSED in developing and implementing a feasible transition plan and providing any information reasonably useful to and requested by NYSED in advance of the anticipated expiration, cancellation, or termination of the contract. The contractor agrees to cooperate fully with any successive contractor and NYSED and refrain from any activity that would interfere with the successful implementation of an efficient transition.

The contractor shall provide all items, reports, data, equipment, and materials related to the project and owned by NYSED in the contractor's possession, and any information useful to and requested by NYSED in developing an RFP for a successive contractor. The contractor will work with NYSED to determine the method of providing data that will optimize the reuse of this data by NYSED or any successive contractor. The contractor will also provide NYSED with a list of all computer programs and software tools necessary to allow an end user to read and export any data provided by the contractor under this contract.

## **2.) Submission**

### **2.1 Documents to Be Submitted with this Proposal**

This section details the submission documents that are expected to be transmitted by the respondent to the State Education Department in response to this RFP. The New York State Education Department shall own all materials and products (documentation and other written materials) developed under this contract. Materials prepared under this contract shall be in a form that will be ready for copyright in the name of the New York State Education Department. Any subcontractor is also bound by these terms. The submission will become the basis on which NYSED will judge the respondent's ability to perform the required services as laid out in the RFP. This will be followed by various terms and conditions that reflect the specific needs of this project.

**In case of discrepancies between hard copy and electronic Proposals, the original signed hard copy shall take precedence.**

#### **Project Submission**

The proposal submitted in response to this RFP must include the following documents:

1. Submission Documents—One (1) copy (with original signatures)
2. Technical Proposal—Six (6) copies (one bearing an original signature)
3. Bid Form Cost Proposal—One (1) copy (bearing an original signature)
4. Microsoft Office (CD or USB format)—One (1) electronic version with the Submission Documents, Technical Proposal, and Cost Proposal. Please place the CD or USB flash drive in a separate envelope.

The proposal must be received by **September 17, 2020, by 3:00 PM** at NYSED in Albany, New York.

Bidders must submit one technical proposal to include all services required for NYSTCE component tests for which the contractor will be responsible as listed in [Chart 1: New York State Teacher Certification Examinations](#) in section [1.3.1](#) of this RFP. Each of these component tests falls into one of three categories: Category 1 – recently created or revised NYSTCE custom-designed tests, Category 2 – NYSTCE custom-designed tests to be revised, and Category 3 – existing NYSTCE custom-designed tests. For Category 1 tests, the contractor is required to continue the development, enhancement, administration, and reporting of the tests. For Category 2 tests, the contractor is required to revise these tests, and then continue the development, enhancement, administration, and reporting of the tests. For Category 3, the contractor is required to continue test administration and reporting of the existing NYSTCE test forms. The proposal should outline the bidder's plan for providing these tasks for each category of test for the length of the contract.

Proposals should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those enough to provide complete presentation. If supplemental materials are a necessary part of the proposal, the bidder should reference these materials in the technical proposal, identifying the document(s) and citing the appropriate section and page(s) to be reviewed.

The proposal should communicate an understanding of the deliverables of the RFP, describe how the tasks are to be performed and identify potential problems in the conduct of the deliverables and methods to identify and solve such problems.

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Bidders should specify all details and dates required to evaluate the technical proposal and should limit aspects of the project plan that are to be determined only after the award of a contract. No optional deliverables to be provided at an additional cost should be included and will not be considered in the evaluation of the technical proposal. Contractual terms, conditions and assumptions are inappropriate for inclusion in the proposal.

**Any proprietary material considered confidential by the bidder will specifically be so identified, and the basis for such confidentiality will be specifically set forth in the proposal by submitting the form “Request for Exemption from Disclosure Pursuant to the Freedom of Information Law,” located in 6) Submission Documents.**

### 2.1.1 Technical Proposal

The original plus five (5) copies of the completed Technical Proposal must be mailed in a separate envelope labeled **RFP #21-001-Technical Proposal-Do Not Open** and must include the following:

- 1. Mandatory Requirements Certification Form** **Signature Required**
- 2. Work Plan/Project Description:** In its proposal, each bidder should include a comprehensive five-year detailed work plan. The work plan should describe how the activities required in the RFP will be conducted. A detailed timeline for each year of the contract, consistent with the Timeline for Required Services, provided in this RFP should be included in the work plan.

The Technical Proposals will be scored according to the following criteria:

<b><i>Technical Proposal for All Component Test Categories 1, 2 &amp; 3</i></b>	<b><i>Maximum Total - 70 Points</i></b>
1. Exam Development – NYSTCE Custom-Designed Tests	(10 Points)

Please refer to the RFP section [1.5 Exam Development – NYSTCE Custom-Designed Tests](#) for a complete description of what will be required in the contract resulting from this RFP.

The proposal should describe and demonstrate the bidder’s experience, capabilities, methodology and plans relating to:

- continuing the development, enhancement, administration, and reporting for NYSTCE custom-designed tests in Category 1
- continuing the development, enhancement, administration, and reporting for NYSTCE custom-designed tests in Category 2, after these tests are revised

For Category 1 and Category 2 custom-designed tests, the proposal should specifically address item criteria including, but not limited to, the specifications outlined in section 1.5 for:

- alignment to Test Framework and Standards
- quality
- fairness
- job-relatedness, and
- item banks

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- ensuring quality-control, based on the Item Review Criteria, within a reasonable time frame commensurate with the urgency of the specific issue

The proposal should describe the bidder's ability to translate a new Bilingual Education Assessment (BEA) within six weeks of NYSED's notification to the bidder to translate a new BEA for administration in the target language.

The proposal should describe the bidder's implementation process for the approved item writing guidelines for the NYSTCE program included in [Attachment A – NYSTCE Item Writing Guidelines](#).

2. Content Reviews of Test Materials - NYSTCE Custom-Designed Tests	(10 Points)
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Please refer to the RFP section [1.6 Content Reviews of Test Materials - NYSTCE Custom-Designed Tests](#) for a complete description of what will be required in the contract resulting from this RFP.

The proposal should describe and demonstrate the bidder's experience, capabilities, methodology and plans to:

- ensure that all individuals assigned to write or review items for Category 1 and Category 2 tests shall have successfully completed training that is consistent with the policies and practices of the Every Student Succeeds Act (ESSA), including, but not limited to, the following items:
  - data-driven instruction
  - evidence-based observations
  - New York State learning standards
  - New York State teaching or leadership standards, as appropriate
  - Criteria/Evidence Centered Design-Based Item Development, and
  - NYSED exam format
- ensure that all individuals assigned to write or review items for the School Building Leader (SBL) examination have prior School Building Leader experience in the Professional Standards for Educational Leaders (PSEL) and the National Educational Leadership Preparation Standards (NELP)
- ensure that a minimum of 90% of the passages/items it provides to NYSED's review team will be found by NYSED to meet the mutually agreed-upon passage and item selection/review criteria
- convene, the following advisory committees, consistently with NYSED policy and NYSTCE Program procedures:
  - a "Bias Review Committee" of at least 15 educators
  - a "Framework Review Committee" of at least 20-30 educators
  - an "Item Review Committee" of at least 20-30 educators
  - a "Marker Response (Rangefinding) Committee" of at least 15 educators, and
  - a "Validation and Standard-Setting Committee" of at least 20-30 educators
- work with NYSED, in advance, to ensure committee composition as outlined in section 1.6.2, and,

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- work with NYSED, in advance, to plan all committee meetings, if needed, and provide committees with all resources and information needed to review test items, advise on item selection, and analyze and review the contractor's analyses of assessment objectives and items.

3. Additional Quality Control Measures - NYSTCE Custom-Designed Tests	(5 points)
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Please refer to the RFP section [1.7 Additional Quality Control Measures - NYSTCE Custom-Designed Tests](#) for a complete description of what will be required in the contract resulting from this RFP.

The proposal should describe and demonstrate the bidder's experience, capabilities, methodology and plans to provide:

- an expert, independent review of the contractor's process for the development of scoring materials to improve the quality, completeness, and accuracy of the scoring materials
- a monthly test-development schedule that shall contain a detailed breakdown of upcoming deadlines, document requests, and expected deliverables
- at least monthly, a project status report that will illustrate current review/approval tasks of both NYSED and the contractor, and guide discussions to prioritize tasks, based on the effects on critical paths for review of examinations administered through the end of the contract

4. Test Administration - All Tests and Computer-Based Testing Administration	(10 Points)
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**Please refer to the RFP sections [1.8 Test Administration - All Tests](#) and [1.8.1 Computer-Based Testing Administration](#) for a complete description of what will be required in the contract resulting from this RFP.**

The proposal should describe and demonstrate the bidder's experience, capabilities, methodology and plans to:

- design, manage, and maintain a secure and expeditious system to:
  - register all test-takers
  - administer and score all assessments, and
  - report assessment results to each candidate, the preparing institution, and NYSED
- monitor item exposure
- provide reasonable and appropriate accommodations for individuals with documented disabilities within the meaning of the Americans with Disabilities Act (ADA) detailing the requirements in [Attachment D: Specifications for Contractor/Subcontractor Transcribing Braille](#) and [Attachment E: Guidelines for Large Type Print Editions](#)
- provide thumb or palm print scanning or an equivalent identity verification of all examinees at test administrations
- allow candidates, on a first-come, first-served basis, to schedule a test appointment within thirty (30) days of registration
- work with candidates to find a test center that falls within a 50-mile radius of either the candidate's residence and/or his or her higher education program, whichever is less distance

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- establish a minimum of 50 operational computer-based testing centers, distributed across New York State, by October 1, 2021, and increase this number to a minimum of 75 operational computer-based testing centers by October 1, 2022
- establish testing centers at suitable locations, such as US military bases and IHEs, in the other states and nations in which participation in the NYSTCE assessments has historically been most frequent

5. Score Reporting	(5 Points)
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Please refer to the RFP section [1.9 Score Reporting](#) for a complete description of what will be required in the contract resulting from this RFP.

The proposal should describe and demonstrate the bidder's experience, capabilities, methodology and plans to:

- report scores to candidates within thirty (30) business days from the date of testing
- provide all required Federal and State reporting, including Title II reporting and any reports requested by NYSED
- ensure the accuracy and completeness of all score reports
- provide a full-time staff member to take responsibility for all aspects of the mandatory Title II data collection and reporting requirements

6. Preparation Materials for Candidates	(10 points)
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Please refer to the RFP section [1.10 Preparation Materials for Candidates](#) for a complete description of what will be required in the contract resulting from this RFP.

The proposal should describe and demonstrate the bidder's experience, capabilities, methodology and plans to:

- develop and/or provide access at no charge via the internet to test bulletins and study guides that, at a minimum, should contain:
  - the competencies to be measured
  - descriptions of performance assessment and rating procedures, and
  - at least three sample items per competency
- provide to candidates full-length, computer-based practice tests already developed for existing tests at a cost not to exceed \$30
- develop and provide to candidates additional, full-length, computer-based practice tests for each high-incidence (N > 1,000) custom-designed assessment at a cost not to exceed \$30
- develop an additional, full-length, computer-based practice test for each high-incidence (N > 1,000) custom-designed assessment, at a cost not to exceed \$200 per semester for purchase by IHEs.

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7. Program Management and Staffing, Program Manager Responsibilities, and Notification Procedures	(10 points)
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Please refer to the RFP section [1.12 Program Management and Staffing](#) for a complete description of what will be required in the contract resulting from this RFP.

The proposal should describe and demonstrate the bidder's experience, capabilities, methodology and plans to provide:

- a staffing solution and organizational arrangement including an organization diagram, detailed descriptions of responsibilities, resumes, and time commitments for all proposed staff associated with performing the work, demonstrating that personnel experience and expertise are congruent with staff assignments for all aspects of the components outlined in the RFP
- enough detail to enable reviewers to evaluate the appropriateness of the proposed staffing, describing how different staff members and divisions will interact with one another, subcontractors, and NYSED staff
- a program manager to be the central point of contact with NYSED for this contract, who has enough authority across departments within the organization to ensure that the work of the contract has the necessary priority to be completed with the highest quality and on time.

8. Security Procedures and Requirements	(10 points)
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Please refer to the RFP section [1.13 Security Procedures and Requirements](#), as well as to [Attachment G: Security Guidelines for the New York State Assessment Program](#) and to [CPO2-Confidential: Contractor's Data Privacy and Security Plan](#) for a complete description of what will be required in the contract resulting from this RFP.

The proposal should include a detailed data privacy and security plan, which details how the bidder will:

- Conform to the requirements of the NIST Cybersecurity Framework version 1.1
- Conform to the nine requirements listed in [Attachment G: Security Guidelines for the New York State Assessment Program](#)



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**2.1.2 Cost Proposal**

One (1) copy of the completed Bid Form Cost Proposal must be mailed in a separate envelope labeled **RFP #21-001-Cost Proposal-Do Not Open** and must include the following:

- 1.) Bid Form Cost Proposal: Years 1-5, **Signature Required**
- 2.) Subcontracting Form

Proposed costs must be submitted in whole dollars.

Each Cost Proposal received by the deadline will be reviewed and scored based upon the total of the weighted exam costs, as indicated on the Bid Form Cost Proposal, for all NYSTCE component tests and enumerated as follows:

<b>Cost Proposal</b>	<b>(30 points)</b>
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All proposed fees to be paid by individual test takers must be included in the proposal. For the purpose of proposal development, the bidder should consider actual examinee numbers for those tests/assessments administered during the 2018-19 program year, listed in [Attachment F: New York State Teacher Certification Examinations - Number of Examinations Taken by Candidates Statewide](#). NYSED does not guarantee the actual numbers of future examinees for the contract period. The cost proposed by the bidder to administer the test to one candidate during any year of the new contract term may not exceed by greater than 5% the current cost as shown in section [1.3.1 Chart 1: New York State Teacher Certification Examinations](#) of this RFP.

In proposing fees, the bidder should consider the current NYSTCE Program fee structure, the relative cost of each assessment in relation to the life earnings of credential holders, and the public policy consideration for a reasonable and stable fee structure

Proposals should include proposed examination fees, broken down by assessment, on the Bid Form Cost Proposal.

### 3.) Evaluation Criteria and Method of Award

This section begins with the criteria the agency will use to evaluate bids and closes with the “method of award,” or how the contractor will be selected. This will be followed by various terms and conditions that reflect the specific needs of this project as well as New York State contract guidelines and requirements.

#### 3.1 Criteria for Evaluating Bids

All eligible proposals received by the deadline will be reviewed using the following criteria and ratings. Applicants should ensure that all components of this application request have been addressed, the required number of copies has been provided, all forms and assurances have been completed, and the original signatures are included as required.

An evaluation committee will complete a review of all proposals submitted. The committee will review each proposal based upon the submitted proposal and the requirements of the RFP only. Bidders should not assume that committee review members will be familiar with the current program or have any previous experience with the bidder. Appropriate description should be included to inform review committee members about the bidder’s qualifications and capacity to perform all required deliverables.

The committee will review each proposal to determine compliance with the requirements described in the RFP. NYSED retains the right to determine whether any deviation from the requirements of this RFP is substantial in nature and may reject in whole or in part any and all proposals, waive minor irregularities and conduct discussions with all responsible bidders.

#### 3.1.1 Technical Criteria

##### **Technical Criteria (70 Points)**

<b>Technical Criteria for All Component Test Categories 1, 2 &amp; 3</b>	<b>(70% of total score)</b>
<b>Maximum Total Points - 70</b>	

Each proposal received by the deadline will be reviewed and rated on the quality and extent to which the bidder meets the following criteria:

	<b>Technical Score Evaluation</b>	<b>Points</b>
1.	Exam Development – NYSTCE Custom-Designed Tests	10
2.	Content Reviews of Test Materials - NYSTCE Custom-Designed Tests	10
3.	Additional Quality Control Measures - NYSTCE Custom-Designed Tests	5
4.	Test Administration - All Tests and Computer-Based Testing Administration	10
5.	Score Reporting	5
6.	Preparation Materials for Candidates	10
7.	Program Management and Staffing, Program Manager Responsibilities, and Notification Procedures	10
8.	Security Procedures and Requirements	10
	<b>Technical Evaluation Total Points</b>	<b>70</b>

### **3.1.2 Financial Criteria**

#### **Financial Criteria (30 Points)**

The Financial Criteria portion of this RFP will be scored based upon the total of the weighted exam costs for all NYSTCE component tests for all five years in the Bid Form Cost Proposals. For purposes of calculating the cost score for each bidder, the five-year total for each row for each exam title is multiplied by a weighting factor that is based on the number of estimated examinations taken by candidates each year. These estimates are based on 2018-19 ([Attachment F: New York State Teacher Certification Examinations - Number of Examinations Taken by Candidates Statewide](#)) as a base year.

**The Financial Criteria portion of the RFP will be scored based upon the grand total of the five-year Bid Form Cost Proposal.**

The financial portion of the proposal represents 30 points of the overall score and will be awarded up to 30 points pursuant to a formula. This calculation will be computed by the Contract Administration Unit upon completion of the technical scoring by the technical review panel.

The submitted exam costs will be awarded points pursuant to a formula that awards the highest score of 30 points to the proposal that reflects the lowest weighted exam costs. The remaining proposals will be awarded points based on a calculation that computes the relative difference of each proposal against the lowest weighted exam costs submitted. The resulting percentage is then applied to the maximum point value of 30 points.

NYSED reserves the right to request best and final offers. In the event NYSED exercises this right, all responsive bidders will be asked to provide a best and final offer. The Contract Administration Unit will recalculate the financial score.

#### **3.2 Method of Award**

The aggregate score of all the criteria listed will be calculated for each proposal received.

The contract issued pursuant to this proposal will be awarded to the bidder whose aggregate technical and cost score is the highest among all the proposals rated. **If NYSED exercises the right to request best and final offers, the contract must be issued to the vendor with the highest aggregate technical and financial score that results from the best and final offer.**

If more than one proposal obtains the highest aggregate score, the contract will be awarded to the vendor in that group of highest aggregate scores whose financial component reflects the lowest weighted exam cost.

#### **3.3 NYSED's Reservation of Rights**

NYSED reserves the right to: (1) reject any or all proposals received in response to the RFP; (2) withdraw the RFP at any time, at the agency's sole discretion; (3) make an award under the RFP in whole or in part; (4) disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP; (5) seek clarifications of proposals; (6) use proposal information obtained through site visits, management interviews and the state's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection

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under the RFP; (7) prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available; (8) prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent RFP amendments; (9) change any of the scheduled dates; (10) waive any requirements that are not material; (11) negotiate with the successful bidder within the scope of the RFP in the best interests of the state; (12) conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder; (13) utilize any and all ideas submitted in the proposals received; (14) unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 90 days from the bid opening; (15) require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's proposal and/or to determine an offerer's compliance with the requirements of the solicitation; (16) request best and final offers.

### 3.4 Post-Selection Procedures

Upon selection, the successful bidder will receive a proposed contract from NYSED. The selected bidder may be given an opportunity to reduce its cost proposal in accordance with the agency's right to negotiate a final best price. The contents of this RFP, any subsequent correspondence during the proposal evaluation period, and such other stipulations as agreed upon may be made a part of the final contract prepared by NYSED. Successful bidders may be subject to audit and should ensure that adequate controls are in place to document the allowable activities and expenditure of State funds.

### 3.5 Debriefing Procedures

In accordance with section 163 of the NY State Finance Law, NYSED, upon request, must provide a debriefing to any unsuccessful bidder regarding the reasons their proposal was not selected for an award.

1. All unsuccessful bidders may request a debriefing within fifteen (15) calendar days of receiving notice from NYSED of non-award. Bidders may request a debriefing by submitting a written request to the Fiscal Contact person at:

NYS Education Department  
Contract Administration Unit  
89 Washington Avenue  
Room 501W EB  
Albany, NY 12234

2. Upon receipt of a timely written request from the unsuccessful bidder, NYSED will schedule the debriefing to occur within a reasonable time following receipt of the request. Debriefings will be conducted in person, unless NYSED and the bidder mutually agree to utilize other means, including but not limited to telephone, video-conferencing or other types of electronic communication.
3. The debriefing will include: a) the reasons that the proposal submitted by the unsuccessful bidder was not selected for an award; b) the qualitative and quantitative analysis employed by NYSED in assessing the relative merits of the proposals; c) the application of the selection criteria to the unsuccessful bidder's proposal; and d) when the debriefing is held after the final award, the reasons for the selection of the winning proposal. The debriefing will also provide, to the greatest

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extent practicable, general advice and guidance to the unsuccessful bidder concerning potential ways that their future proposals could be more responsive.

### 3.6 Contract Award Protest Procedures

Bidders who receive a notice of non-award or disqualification may protest the NYSED award decision subject to the following:

1. The protest must be in writing and must contain specific factual and/or legal allegations setting forth the basis on which the protesting party challenges the contract award by NYSED.
2. The protest must be filed within ten (10) business days of receipt of a debriefing or disqualification letter. The protest letter must be filed with:

NYS Education Department  
Contract Administration Unit  
89 Washington Avenue  
Room 501W EB  
Albany, NY 12234

3. The NYSED Contract Administration Unit (CAU) will convene a review team that will include at least one staff member from each of NYSED's Office of Counsel, CAU, and the Program Office. The review team will review and consider the merits of the protest and will decide whether the protest is approved or denied. Counsel's Office will provide the bidder with written notification of the review team's decision within seven (7) business days of the receipt of the protest. The original protest and decision will be filed with OSC when the contract procurement record is submitted for approval and CAU will advise OSC that a protest was filed.
4. The NYSED Contract Administration Unit (CAU) may summarily deny a protest that fails to contain specific factual or legal allegations, or where the protest only raises issues of law that have already been decided by the courts.

### 3.7 Vendor Responsibility

State law requires that the award of state contracts be made to responsible vendors. Before an award is made to a not-for-profit entity, a for-profit entity, a private college or university or a public entity not exempted by the Office of the State Comptroller, NYSED must make an affirmative responsibility determination. The factors to be considered include legal authority to do business in New York State; integrity; capacity – both organizational and financial; and previous performance. Before an award of \$100,000 or greater can be made to a covered entity, the entity will be required to complete and submit a [Vendor Responsibility Questionnaire](#). School districts, Charter Schools, BOCES, public colleges and universities, public libraries, and the Research Foundation for SUNY and CUNY are some of the exempt entities. A complete list of exempt entities can be viewed at the [Office of the State Comptroller's website](#).

NYSED recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the [VendRep System Instructions](#) or go directly to the [VendRep System on the Office of the State Comptroller's website](#).

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Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the [Office of the State Comptroller's Help Desk](#) at 866-370-4672 or 518-408-4672 or by email at [ITServiceDesk@osc.ny.gov](mailto:ITServiceDesk@osc.ny.gov).

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the [VendRep website](#) or may contact NYSED or the Office of the State Comptroller's Help Desk for a copy of the paper form.

### **Subcontractors:**

For vendors using subcontractors, a Vendor Responsibility Questionnaire and a NYSED vendor responsibility review are required for a subcontractor where:

1. the subcontractor is known at the time of the contract award;
2. the subcontractor is not an entity that is exempt from reporting by OSC; and
3. the subcontract will equal or exceed \$100,000 over the life of the contract.

**Note: Bidders must acknowledge their method of filing their questionnaire by checking the appropriate box on the Response Sheet for Bids (5. Submission Documents).**

### **3.8 Procurement Lobbying Law**

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between the New York State Education Department ("NYSED") and an Offerer/bidder during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of the solicitation through final award and approval of the Procurement Contract by NYSED and, if applicable, Office of the State Comptroller ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is identified below. NYSED employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four year period, the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found at [NYSED's Procurement Lobbying Law Policy Guidelines webpage](#).

Designated Contacts for NYSED  
Program Office – **McKenzie Johnson**  
Contract Administration Unit – **Thomas McBride**

### **3.9 Consultant Disclosure Legislation**

Effective June 19, 2006, new reporting requirements became effective for State contractors, as the result of an amendment to State Finance Law §§ 8 and 163. As a result of these changes in law, State contractors will be required to disclose, by employment category, the number of persons employed to provide services under a contract for consulting services, the number of hours worked and the amount paid to the contractor by the State as compensation for work performed by these employees. This will include information on any persons working under any subcontracts with the State contractor.

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Chapter 10 of the Laws of 2006 expands the definition of contracts for consulting services to include any contract entered into by a State agency for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services.

To enable compliance with the law, State agencies must include in the Procurement Record submitted to OSC for new consultant contracts, the State Consultant Services Contractor's Planned Employment from Contract Start Date Through the End of the Contract Term (Form A). The completed form must include information for all employees providing service under the contract whether employed by the contractor or a subcontractor. Please note that the form captures the necessary planned employment information ***prospectively from the start date of the contract through the end of the contract term.***

[Form A](#) is available on OSC's website.

**Please note that although this form is not required as part of the bid submission, NYSED encourages bidders to include it in their bid submission to expedite contract execution if the bidder is awarded the contract. Note also that only the form listed above is acceptable.**

Chapter 10 of the Laws of 2006 mandates that State agencies must now require State contractors to **report annually** on the employment information described above, including work performed by subcontractors. The legislation mandates that the annual employment reports are to be submitted by the contractor to the contracting agency, to OSC and to the Department of Civil Service. State Consultant Services Contractor's Annual Employment Report (Form B) is to be used to report the information for all procurement contracts above \$15,000. Please note that, in contrast to the information to be included on Form A, which is a one-time report of planned employment data for the entire term of a consulting contract on a projected basis, ***Form B will be submitted each year the contract is in effect and will capture historical information, detailing actual employment data for the most recently concluded State fiscal year (April 1 – March 31).***

[Form B](#) is available on OSC's website.

For more information, please visit [OSC Guide to Financial Operations](#).

### 3.10 Public Officer's Law Section 73

All bidders must comply with Public Officer's Law Section 73 (4)(a), as follows:

4. (a) No statewide elected official, state officer or employee, member of the legislature, legislative employee or political party chairman or firm or association of which such person is a member, or corporation, ten per centum or more of the stock of which is owned or controlled directly or indirectly by such person, shall (i) sell any goods or services having a value in excess of twenty-five dollars to any state agency, or (ii) contract for or provide such goods or services with or to any private entity where the power to contract, appoint or retain on behalf of such private entity is exercised, directly or indirectly, by a state agency or officer thereof, unless such goods or services are provided pursuant to an award or contract let after public notice and competitive bidding. This paragraph shall not apply to the publication of resolutions, advertisements or other legal propositions or notices in newspapers designated pursuant to law for such purpose and for which the rates are fixed pursuant to law.

(i) The term "state officer or employee" shall mean:

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heads of state departments and their deputies and assistants other than members of the board of regents of the university of the state of New York who receive no compensation or are compensated on a per diem basis;

(ii) officers and employees of statewide elected officials;

(iii) officers and employees of state departments, boards, bureaus, divisions, commissions, councils or other state agencies other than officers of such boards, commissions or councils who receive no compensation or are compensated on a per diem basis; and

(iv) members or directors of public authorities, other than multistate authorities, public benefit corporations and commissions at least one of whose members is appointed by the governor, who receive compensation other than on a per diem basis, and employees of such authorities, corporations and commissions.

Review [Public Officer's Law Section 73](#).

### 3.11 NYSED Substitute Form W-9

Any payee/vendor/organization receiving Federal and/or State payments from NYSED must complete the NYSED Substitute Form W-9 if they are not yet registered in the Statewide Financial System centralized vendor file.

The NYS Education Department (NYSED) is using the NYSED Substitute Form W-9 to obtain certification of a vendor's Tax Identification Number in order to facilitate a vendor's registration with the SFS centralized vendor file and to ensure accuracy of information contained therein. We ask for the information on the NYSED Substitute Form W-9 to carry out the Internal Revenue laws of the United States.

### 3.12 Workers' Compensation Coverage and Debarment

New York State Workers' Compensation Law (WCL) has specific coverage requirements for businesses contracting with New York State and additional requirements which provide for the debarment of vendors that violate certain sections of WCL. The WCL requires and has required since introduction of the law in 1922, the heads of all municipal and State entities to ensure that businesses have appropriate workers' compensation and disability benefits insurance coverage *prior* to issuing any permits or licenses, or *prior* to entering into contracts.

Workers' compensation requirements are covered by WCL Section 57, while disability benefits are covered by WCL Section 220(8). The Workers' Compensation Benefits clause in Appendix A – STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS states that in accordance with Section 142 of the State Finance Law, a contract shall be void and of no force and effect unless the contractor provides and maintains coverage during the life of the contract for the benefit of such employees as are required to be covered by the provisions of the WCL.

Under provisions of the 2007 Workers' Compensation Reform Legislation (WCL Section 141-b), any person, or entity substantially owned by that person: subject to a final assessment of civil fines or penalties, subject to a stop-work order, or convicted of a misdemeanor for violation of Workers' Compensation laws Section 52 or 131, is barred from bidding on, or being awarded, any public work contract or subcontract with the State, any municipal corporation or public body for one year for each violation. The ban is five years for each felony conviction.



## **PROOF OF COVERAGE REQUIREMENTS**

The Workers' Compensation Board has developed several forms to assist State contracting entities in ensuring that businesses have the appropriate workers' compensation and disability insurance coverage as required by Sections 57 and 220(8) of the WCL.

***Please note – an ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.***

### **Proof of Workers' Compensation Coverage**

To comply with coverage provisions of the WCL, the Workers' Compensation Board requires that a business seeking to enter into a State contract submit appropriate proof of coverage to the State contracting entity issuing the contract. For each new contract or contract renewal, the contracting entity must obtain ONE of the following forms from the contractor and submit to OSC to prove the contractor has appropriate workers' compensation insurance coverage:

- **Form C-105.2** – Certificate of Workers' Compensation Insurance issued by private insurance carriers, or **Form U-26.3** issued by the State Insurance Fund; or
- **Form SI-12**– Certificate of Workers' Compensation Self-Insurance; or **Form GSI-105.2** Certificate of Participation in Workers' Compensation Group Self-Insurance; or
- **CE-200**– Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage.

### **Proof of Disability Benefits Coverage**

To comply with coverage provisions of the WCL regarding disability benefits, the Workers' Compensation Board requires that a business seeking to enter into a State contract must submit appropriate proof of coverage to the State contracting entity issuing the contract. For each new contract or contract renewal, the contracting entity must obtain ONE of the following forms from the contractor and submit to OSC to prove the contractor has appropriate disability benefits insurance coverage:

- **Form DB-120.1** - Certificate of Disability Benefits Insurance; or
- **Form DB-155**- Certificate of Disability Benefits Self-Insurance; or
- **CE-200**– Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage.

For additional information regarding workers' compensation and disability benefits requirements, please refer to the [New York State Workers' Compensation Board website](#). Alternatively, questions relating to either workers' compensation or disability benefits coverage should be directed to the NYS Workers' Compensation Board, Bureau of Compliance at (518) 486-6307.

**Please note that although these forms are not required as part of the bid submissions, NYSED encourages bidders to include them in their bid submission to expedite contract execution if the bidder is awarded the contract. Note also that only the forms listed above are acceptable.**

### **3.13 Sales and Compensating Use Tax Certification (Tax Law, § 5-a)**

Tax Law § 5-a requires contractors awarded State contracts for commodities or services valued at more than \$100,000 over the full term of the contract to certify to the New York State Department of Taxation and Finance (“DTF”) that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000, measured over a specific period of time. The registration requirement applies if the contractor made a cumulative total of more than \$300,000 in sales during the four completed sales tax quarters which immediately precede the sales tax quarter in which the certification is made. Sales tax quarters are June – August, September – November, December – February, and March – May. In addition, contractors must certify to DTF that each affiliate and subcontractor of such contractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also certify to the procuring State entity that they filed the certification with the DTF and that it is correct and complete.

The selected bidder must file a properly completed Form ST-220-CA (with NYSED as the Contracting Agency) and Form ST-220-TD (with the DTF). These requirements must be met before a contract may take effect. Further information can be found at the [New York State Department of Taxation and Finance’s website](#). Forms are available through these links:

- [ST-220 CA](#)
- [ST-220 TD](#)

**Please note that although these forms are not required as part of the bid submissions, NYSED encourages bidders to include them with their bid submissions to expedite contract execution if the bidder is awarded the contract.**

#### 4.) **Assurances**

The State of New York Agreement, Appendix A (Standard Clause for all New York State Contracts), and Appendix A-1 (Agency-Specific Clauses) and the completed Form CPO2-Confidential: Contractor's Data Privacy and Security Plan (separate document posted with RFP) **WILL BE INCLUDED** in the contract that results from this RFP. Vendors who are unable to complete or abide by these assurances should not respond to this request.

The documents listed below are included in **6.) Submission Documents**, which must be signed by the Chief Administrative Officer. Please review the terms and conditions. Certain documents will become part of the resulting contract that will be executed between the successful bidder and the NYS Education Department.

1. Non-Collusion Certification
2. MacBride Certification
3. Certification-Omnibus Procurement Act of 1992
4. Certification Regarding Lobbying; Debarment and Suspension; and Drug-Free Workplace Requirements
5. Offerer Disclosure of Prior Non-Responsibility Determinations
6. NYSED Substitute Form W-9 (If bidder is not yet registered in the SFS centralized vendor file.)
7. Iran Divestment Act Certification
8. Sexual Harassment Policy Certification

## **4.1 State of New York Agreement**

This AGREEMENT is hereby made by and between the People of the State of New York, acting through Shannon Tahoe, Interim Commissioner of Education of the State of New York, party of the first part, hereinafter referred to as the (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

### **I. Conditions of Agreement**

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.

C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (The attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A1.

E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.

G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

### **II. Payment and Reporting**

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to

exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A1.

VI. Safeguards for Services and Confidentiality

A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief or promote or discourage adherence to religion in general or particular religious beliefs.

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations or specified in Appendix A1.

**4.2 Appendix A**  
**STANDARD CLAUSES FOR NYS CONTRACTS**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

**1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

**4. WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April

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28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in

which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

### **11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

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### **12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and

improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State



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or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business  
Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884  
email: [opa@esd.ny.gov](mailto:opa@esd.ny.gov)

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue  
New York, NY 10017  
212-803-2414  
email: [mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov)  
[NYS M/WBE Directory](#)

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this

bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

## **21. RECIPROCITY AND SANCTIONS PROVISIONS.**

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) ) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

## **22. COMPLIANCE WITH BREACH NOTIFICATION**

**AND DATA SECURITY LAWS.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

## **23. COMPLIANCE WITH CONSULTANT**

**DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and

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properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

**24. PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("[Prohibited Entities List](#)").

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract; it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing

sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

**27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT.** Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

(October 2019)

**4.3 Appendix A-1**  
AGENCY-SPECIFIC CLAUSES

Payment and Reporting

- A. In the event that Contractor shall receive, from any source whatsoever, sums the payment of which is in consideration for the same costs and services provided to the State, the monetary obligation of the State hereunder shall be reduced by an equivalent amount provided, however, that nothing contained herein shall require such reimbursement where additional similar services are provided and no duplicative payments are received.
- B. For each individual for whom costs are claimed under this agreement, the contractor warrants that the individual has been classified as an employee or as an independent contractor in accordance with 2 NYCRR 315 and all applicable laws including, but not limited to, the Internal Revenue Code, the New York Retirement and Social Security Law, the New York Education Law, the New York Labor Law, and the New York Tax Law. Furthermore, the contractor warrants that all project funds allocated to the proposed budget for Employee Benefits, represent costs for employees of the contractor only and that such funds will not be expended on any individual classified as an independent contractor.

Terminations

- A. The State may terminate this Agreement without cause by thirty (30) days prior written notice. In the event of such termination, the parties will adjust the accounts due and the Contractor will undertake no additional expenditures not already required. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder.
- B. SED reserves the right to terminate this Agreement in the event it is found that the certification by the Contractor in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, SED may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this Agreement.

Responsibility Provisions

- A. General Responsibility Language  
The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of Education or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
- B. Suspension of Work (for Non-Responsibility)  
The Commissioner of Education or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Education or his or her designee issues a written notice authorizing a resumption of performance under the Contract.
- C. Termination (for Non-Responsibility)  
Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate SED officials or staff, the Contract may be terminated by the Commissioner of Education or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of Education or his

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or her designee to be non-responsible. In such event, the Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

### Property

- A. The Contractor shall maintain a complete inventory of all realty, equipment and other non-expendable assets including, but not limited to, books, paintings, artifacts, rare coins, antiques and other collectible items purchased, improved or developed under this agreement. The Contractor shall submit a copy of the inventory in a form identical to or essentially similar to, Exhibit A annexed hereto. The term "non-expendable assets" shall mean for the purposes of this agreement any and all assets which are not consumed during the term of this agreement and which have a cost of One Thousand Dollars (\$1,000) or more.

Inventories for non-expendable assets must be submitted with the final expenditure report. In addition to or as part of whatever rights the State may have with respect to the inspection of the Contractor, the State shall have the right to inspect the inventory without notice to the Contractor.

The Contractor shall not at any time sell, trade, convey or otherwise dispose of any non-expendable assets having a market value in excess of Two Thousand Dollars (\$2,000) at the time of the desired disposition without the express permission of the State. The Contractor may seek permission in writing by certified mail to the State.

The Contractor shall not at any time use or allow to be used any non-expendable assets in a manner inconsistent with the purposes of this agreement.

- B. If the Contractor wishes to continue to use any of the non-expendable assets purchased with the funds available under this agreement upon the termination of this agreement, it shall request permission from the State in writing for such continued use within twenty-five (25) days of the termination of this agreement. The Contractor's request shall itemize the non-expendable assets for which continued use is sought. The State may accept, reject or accept in part such request. If the request for continued use is allowed to any degree, it shall be conditioned upon the fact that said equipment shall continue to be used in accordance with the purposes of this agreement.

If after the State grants permission to the Contractor for "continued use" as set forth above the non-expendable assets are not used in accordance with the purposes of this agreement, the State in its discretion may elect to take title to such assets and may assert its right to possession upon thirty (30) days prior written notice by certified mail to the Contractor. The State upon obtaining such non-expendable assets may arrange for their further use in the public interest as it in its discretion may decide.

- C. Upon termination of this agreement, the State in its discretion may elect to take title and may assert its right to possession of any non-expendable assets upon thirty (30) days prior written notice by certified mail to the Contractor. The State's option to elect to take title shall be triggered by the termination of this agreement or by the State's rejection of continued use of non-expendable assets by the Contractor as set forth herein. The State upon obtaining such non-expendable assets may arrange for their further use in the public interest as it in its discretion may decide.
- D. The terms and conditions set forth herein regarding non-expendable assets shall survive the expiration or termination, for whatever reason, of this agreement.

### Safeguards for Services and Confidentiality

- A. Any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the

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New York State Education Department. The material prepared under the terms of this agreement by the Contractor shall be prepared by the Contractor in a form so that it will be ready for copyright in the name of the New York State Education Department. Should the Contractor use the services of consultants or other organizations or individuals who are not regular employees of the Contractor, the Contractor and such organization or individual shall, prior to the performance of any work pursuant to this agreement, enter into a written agreement, duly executed, which shall set forth the services to be provided by such organization or individual and the consideration therefor. Such agreement shall provide that any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department and that such work shall be prepared in a form ready for copyright by the New York State Education Department. A copy of such agreement shall be provided to the State.

- B. Required Web Accessibility of Delivered Documents and Applications. If applicable, all documentation, applications development, or programming delivered pursuant to the contract or procurement, will comply with New York State Education Department IT Policy NYSED-WEBACC-001, Web Accessibility Policy, which requires that documents, web-based information and applications are accessible to persons with disabilities. All delivered documentation and applications must conform to NYSED-WEBACC-001 as determined by quality assurance testing. Such quality assurance testing will be conducted by NYSED employee or contractor and the results of such testing must be satisfactory to NYSED before documents and applications will be considered a qualified deliverable under the contract or procurement.
- C. All reports of research, studies, publications, workshops, announcements, and other activities funded as a result of this proposal will acknowledge the support provided by the State of New York.
- D. This agreement cannot be modified, amended, or otherwise changed except by a writing signed by all parties to this contract.
- E. No failure to assert any rights or remedies available to the State under this agreement shall be considered a waiver of such right or remedy or any other right or remedy unless such waiver is contained in a writing signed by the party alleged to have waived its right or remedy.
- F. Expenses for travel, lodging, and subsistence shall be reimbursed at the per diem rate in effect at the time for New York State Management/Confidential employees.
- G. No fees shall be charged by the Contractor for training provided under this agreement.
- H. Partisan Political Activity and Lobbying. Funds provided pursuant to this Agreement shall not be used for any partisan political activity or for activities that may influence legislation or the election or defeat of any candidate for public office.
- I. Nothing herein shall require the State to adopt the curriculum developed pursuant to this agreement.
- J. This agreement, including all appendices, is, upon signature of the parties and the approval of the Attorney General and the State Comptroller, a legally enforceable contract. Therefore, a signature on behalf of the Contractor will bind the Contractor to all the terms and conditions stated therein.

**The parties to this agreement intend the foregoing writing to be the final, complete, and exclusive expression of all the terms of their agreement.**

### Certifications

- A. Contractor certifies that it has met the disclosure requirements of State Finance Law §139-k and that all information provided to the State Education Department with respect to State Finance Law §139-k is

## RFP #21-001

complete, true and accurate.

- B. Contractor certifies that it has not knowingly and willfully violated the prohibitions against impermissible contacts found in State Finance Law §139-j.
- C. Contractor certifies that no governmental entity has made a finding of non-responsibility regarding the Contractor in the previous four years.
- D. Contractor certifies that no governmental entity or other governmental agency has terminated or withheld a procurement contract with the Contractor due to the intentional provision of false or incomplete information.
- E. Contractor affirms that it understands and agrees to comply with the procedures of the STATE relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6)(b).
- F. Contractor certifies that it is in compliance with NYS Public Officers Law, including but not limited to, §73(4)(a).

### Notices

Any written notice or delivery under any provision of this AGREEMENT shall be deemed to have been properly made if sent by certified mail, return receipt requested to the address(es) set forth in this Agreement, except as such address(es) may be changed by notice in writing. Notice shall be considered to have been provided as of the date of receipt of the notice by the receiving party.

### Miscellaneous

- A. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.
- B. If required by the Office of State Comptroller ("OSC") Bulletin G-226 and State Finance Law §§ 8 and 163, Contractor agrees to submit an initial planned employment data report on Form A and an annual employment report on Form B. State will furnish Form A and Form B to Contractor if required.
- C. The initial planned employment report must be submitted at the time of approval of this Agreement. The annual employment report on Form B is due by May 15th of each year and covers actual employment data performed during the prior period of April 1st to March 31st. Copies of the report will be submitted to the NYS Education Department, OSC and the NYS Department of Civil Service at the addresses below.

By mail:               NYS Office of the State Comptroller  
                              Bureau of Contracts  
                              110 State Street, 11<sup>th</sup> Floor  
                              Albany, NY 12236  
                              Attn: Consultant Reporting

By fax:                 (518) 474-8030 or (518) 473-8808

Reports to DCS are to be transmitted as follows:

## RFP #21-001

By mail: NYS Department of Civil Service  
Office of Counsel  
Alfred E. Smith Office Building  
Albany, NY 12239

Reports to NYSED are to be transmitted as follows:

By mail: NYS Education Department  
Contract Administration Unit  
Room 505 W EB  
Albany, NY 12234

By fax: (518) 408-1716

- C. Consultant Staff Changes. If this is a contract for consulting services, Contractor will maintain continuity of the consultant team staff throughout the course of the contract. All changes in staff will be subject to STATE approval. The replacement consultant(s) with comparable skills will be provided at the same or lower hourly rate.
- D. Order of Precedence. In the event of any discrepancy, disagreement, conflict or ambiguity between the various documents, attachments and appendices comprising this contract, they shall be given preference in the following order to resolve any such discrepancy, disagreement, conflict or ambiguity:
1. Appendix A - Standard Clauses for all State Contracts
  2. State of New York Agreement
  3. Appendix A-1 - Agency Specific Clauses
  4. Appendix X - Sample Modification Agreement Form (where applicable)
  5. Appendix A-3 - Minority/Women-owned Business Enterprise Requirements (where applicable)
  6. Appendix B - Budget
  7. Appendix C - Payment and Reporting Schedule
  8. Appendix R – Data Security and Privacy Plan (where applicable)
  9. Appendix S – Parents’ Bill of Rights for Data Privacy and Security (where applicable)
  10. Appendix S-1 - Attachment to Parents’ Bill of Rights (where applicable)
  9. Appendix D - Program Work Plan

Revised 6/12/17

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**4.4 Form CPO2-Confidential: Contractor's Data Privacy and Security Plan**

NYSED requires all contracts with a contractor in which Confidential Information/Data will be provided to and/or accessible by the contractor to include a Data Privacy and Security Plan. As part of its proposal, each bidder must complete the Form CPO2-Confidential: Contractor's Data Privacy and Security Plan (separate document posted with the RFP) or provide a Data Privacy and Security Plan narrative that materially addresses its requirements, including alignment with the NIST Cybersecurity Framework.

The NIST Cybersecurity Framework Version 1.1 is the standard for data security and privacy for NYSED, and its related policies. Third-party contractors that do business with NYSED must submit a plan that outlines how the contractor will align with the NIST CSF and implement all (i) state, (ii) federal, and (iii) NYSED data security and privacy contract requirements, over the life of the contract. We have created this template for contractors to use to submit the required data security and privacy plan.



**5.) ATTACHMENTS****Attachment A: NYSTCE Item Writing Guidelines**

**NYSTCE ITEM WRITING  
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# 1 WRITING AND EDITING GUIDELINES

## 1.1 Elements of Test Items

Following are five examples of common types of items with their key components labeled. For item construction guidance, see sections 1.2 through 1.7. For detailed formatting specifications for various item content types, see section 2.

### 1.1.1 Basic Singleton

In the example of a basic singleton selected-response item (SRI) below, a stem with its four response options is presented as a stand-alone item.

A school librarian ensures that the library includes resources that present multiple perspectives on controversial issues. Which statement best explains why this practice is valuable?

**Stem**

- A. The library program must meet the academic needs of all students in all areas of the curriculum.
- B. Critical thinking skills and academic success can be fostered by access to a variety of materials.
- C. A choice of sources and formats promotes information literacy for individuals who process information in diverse ways.
- D. Intellectual freedom and access to information are essential for effective and responsible citizenship.

**Distractor (Incorrect responses)**

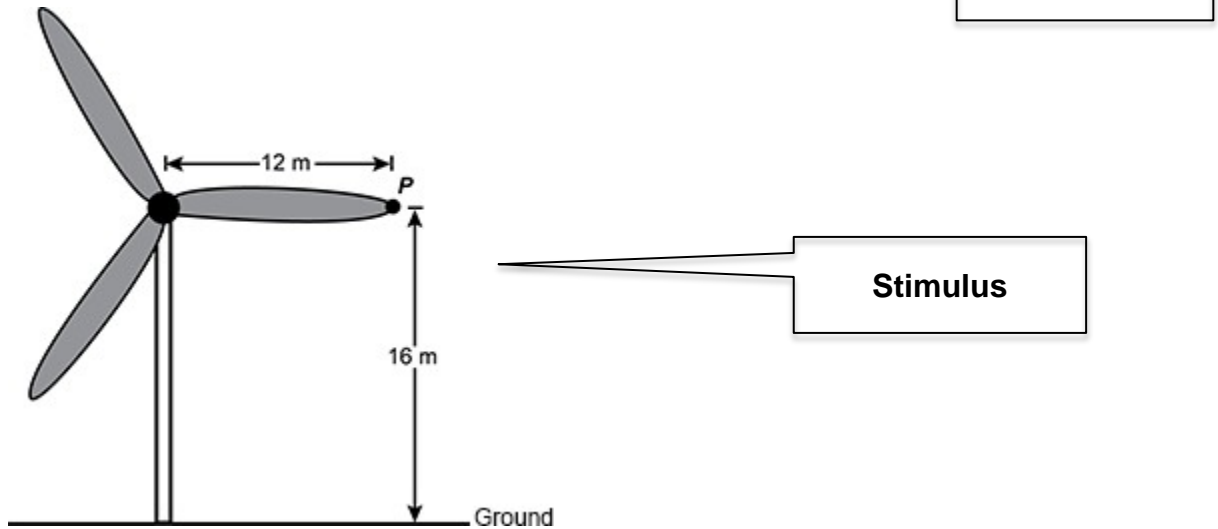
**Correct Response**

The diagram illustrates the components of a test item. A box labeled 'Stem' points to the question text. A larger box labeled 'Distractor (Incorrect responses)' has three arrows pointing to options A, B, and C. A box labeled 'Correct Response' has an arrow pointing to option D.

**1.1.2 Singleton with Stimulus**

In the next example, a direction line and stimulus material (e.g., a literary excerpt, table, graphic) are included with a singleton SRI.

Use the diagram below to answer the question that follows.



The diagram shows a wind turbine on a vertical shaft. The height of the shaft is 16 m. The length of a wind turbine blade is 12 m. Point  $P$  is located at the tip of one of the wind turbine blades. The wind turbine rotates in the counterclockwise direction at a constant rate of 1 revolution per second. At  $t = 0$ , point  $P$  is located at a height of 16 m above ground. Which function models the height of point  $P$  above ground as a function of  $t$ ?

- E.  $f(t) = 12 \cos(2\pi t)$  Distractors
- F.  $f(t) = 16 \cos(\pi t)$  Distractors
- G.  $f(t) = 12 \sin(2\pi t) + 16$  Correct Response
- H.  $f(t) = 16 \sin(\pi t) + 4$  Distractor

**1.1.3 Two-Item Set or Cluster**

As shown in the following example of a set or cluster, a direction line and stimulus material are presented before two SRIs that refer to the same stimulus.

**Use the information below to answer the two questions that follow.**



**Direction  
Line**

In January, a literacy specialist conducts a variety of informal reading assessments with a third-grade student who is experiencing reading difficulties. The student has received a series of Tier 2 interventions by her classroom teacher that emphasized explicit remedial phonics instruction and repeated-reading activities (e.g., rereading an assigned text up to four times, timing and graphing each reading).

However, the teacher reports that the student is not making sufficient and meaningful progress toward grade-level goals in reading.



**Stimulus**

In this particular assessment, the literacy specialist asks the student to read aloud from an unfamiliar grade-level passage (Flesch-Kincaid grade level 3.5). As the student reads, the specialist makes notes about her performance on a separate copy of the text. Immediately following the oral reading, the specialist has the student reread the passage silently and then asks the student several comprehension questions. The specialist's annotated copy of the passage appears below.

<sup>Shonda</sup>  
 As Shonda and her father neared the river, the girl thought something looked different.

Standing by the water, she wondered. Then she saw. Many trees were <sup>gōn</sup> gone! "Dad!

Someone chopped the trees down! How could this <sup>cowd</sup> happen?" she cried.

"It's very strange," replied her father.

Meanwhile, their dog was following a trail. Suddenly he started barking. <sup>Shonda</sup> Shonda

quickly ran up to him. "Look what Patch found! Someone built a dam in the water out of

branches—out of the missing trees!"

"That explains the mystery," said her father.

"Look at the pile of twigs over there. I think it's a little house," <sup>Shonda</sup> Shonda added.

"I think we have a new neighbor Sweetie. Let's watch awhile and see if he or she

shows up." <sup>Shonda</sup> Shonda grabbed Patch and the three sat down together, <sup>to get her</sup> observing <sup>quickly</sup> quietly.

Soon they heard a flapping sound and saw a black muzzle pop up through the water.

"Here is our lumberjack," her father whispered.

"Let's call her Flapjack," <sup>Shonda</sup> Shonda replied, delighted.

**Oral Reading Fluency:** 83 wcpm/87% accuracy

**Key:**  
 ○ omission      | short pause      Ⓔ substitution  
 ⊙ self-correction      || long pause

**Notes:**  
 -Winter 50th percentile benchmark is 92 wcpm (words correct per minute).  
 -Student answered 50% of comprehension questions about the text correctly.

Stimulus  
(continued)

1. Based on an analysis of the student's reading performance on this assessment, future interventions designed to improve the student's decoding skills should focus primarily on developing the student's:

**Item 1 Stem**

A. knowledge of English inflectional endings and ability to segment morphologically complex words into their component parts.

**Item 1 Distractors**

B. recognition of common long vowel and short-vowel phonics/spelling patterns and basic letter combinations (e.g., consonant digraphs).

C. knowledge of basic English syllabication patterns (e.g., closed, open, *r*-controlled) and ability to apply syllabic analysis skills.

D. recognition of high-frequency irregular words and advanced phonics elements (e.g., complex vowel teams, medial consonant clusters).

**Item 1 Correct Response**

2. The assessment evidence most strongly suggests that instruction designed to improve the student's reading fluency should focus on which component of fluency *first*?

**Item 2 Stem**

A. accuracy

**Item 2 Correct Response**

B. automaticity

C. rate

D. prosody

**Item 2 Distractors**

**1.1.2 Basic Constructed-Response Item**

In the example of a basic constructed-response item (CRI) below, a direction line, prompt, and charges to the candidate are presented without a stimulus.

**Direction Line**

**Use the information below to complete the task that follows.**

You are planning to teach a lesson as part of a unit on a personal performance activity. Using your knowledge of physical education concepts, principles, and practices, write a response of approximately 400–600 words in which you:

**Prompt**

1. Identify a specific grade level for this lesson.
2. Identify three measurable learning objectives for this lesson, one for each developmental domain (i.e., psychomotor, affective, and cognitive).
3. Specify one of those learning objectives and:
  - describe one instructional activity, including the use of relevant strategies and resources, that promotes student achievement of the learning objective;
  - explain how the instructional activity supports the learning objective and fosters students' knowledge and skills;
  - describe how you would assess student readiness for successful participation in the activity; and
  - explain how student performance and achievement related to the learning objective could be measured and evaluated.

**Charges**



**1.1.3 Constructed-Response Item with Stimulus**

CRI's often include one or more stimuli. When a stimulus is used in a CRI, as in the example below, the elements are structured much as an SRI singleton or cluster with a stimulus.

**Use the information below to complete the exercise that follows.**

**Direction  
Line**

You are planning instruction for an eleventh-grade English language arts class that aligns with the following standard from the New York State P–12 Common Core Learning Standards for English Language Arts & Literacy (NYCCLS).

**Prompt**

**NYCCLS RI.11–12.9** Analyze seventeenth-, eighteenth-, and nineteenth-century foundational U.S. documents of historical and literary significance (including The Declaration of Independence, the Preamble to the Constitution, the Bill of Rights, and Lincoln's Second Inaugural Address) for their themes, purposes, and rhetorical features.

You are planning to teach a lesson based on Abraham Lincoln's Gettysburg Address.

Four score and seven years ago our fathers brought forth on this continent, a new nation, conceived in Liberty, and dedicated to the proposition that all men are created equal.

Now we are engaged in a great civil war, testing whether that nation, or any nation so conceived and so dedicated, can long endure. We are met on a great battle-field of that war. We have come to dedicate a portion of that field, as a final resting place for those who here gave their lives that that nation might live. It is altogether fitting and proper that we should do this.

But, in a larger sense, we cannot dedicate—we cannot consecrate—we cannot hallow—this ground. The brave men, living and dead, who struggled here, have consecrated it, far above our poor power to add or detract. The world will little note, nor long remember what we say here, but it can never forget what they did here. It is for us the living, rather, to be dedicated here to the unfinished work which they who fought here have thus far so nobly advanced. It is rather for us to be here dedicated to the great task remaining before us—that from these honored dead we take increased devotion to that cause for which they gave the last full measure of devotion—that we here highly resolve that these dead shall not have died in vain—that this nation, under God, shall have a new birth of freedom—and that government of the people, by the people, for the people, shall not perish from the earth.

**Stimulus**

Using your pedagogical content knowledge of English language arts, write a response of approximately 400–600 words in which you:

**Prompt (cont'd)**

- identify a specific learning goal that aligns with the given standard and is based on the given excerpt;
- describe an appropriate and effective way to assess student readiness for the specified learning goal;
- describe an instructional strategy you would use to connect students' prior understanding and experiences to new knowledge related to the specified learning goal and provide a rationale for using the strategy;
- identify one potential challenge associated with the specified learning goal, describe an instructional strategy to address the challenge you identified, and provide a rationale for using the instructional strategy;
- describe one instructional modification you would make to meet the needs of all learners; and
- describe an assessment to measure and promote student learning and growth related to the specified learning goal.

**Charges**

## 1.2 General Principles of Effective Item Construction

This section gives a broad overview of the principles to ensure the development of test items that best assess candidates' skills, knowledge, and abilities.

More detailed principles that apply to the main types of items are described in section 1.3. Sections 1.4, 1.5, and 1.6 present even more specific writing guidelines for the full range of stem types in selected-response items, response options, and constructed-response items, respectively.

### ***1.2.1 Items Should Be Focused and Meaningful***

Items should focus on a single issue, problem, or topic that is stated clearly and concisely in the stem. The focus of an SRI will be narrower than that of a CRI, which needs to be broad enough to elicit a full written response. Further, items should be meaningful, addressing important skills, knowledge, or abilities described in the Test Framework/Standards. SRIs function most effectively when candidates are required to compare specific alternatives related to the stem.

### ***1.2.2 Items Should Be Clear and Simply Worded***

Items should be written in direct and plain language, with terminology, vocabulary, and sentence structure kept as simple as possible to make the context/scenario clear. Generally, the important elements should appear early in the item stem of an SRI or the prompt of a CRI. The terminology used should be consistent with the Test Framework/Standards.

### ***1.2.3 Items Should Focus on Higher-Order Thinking Skills***

Items should assess candidates' understanding by requiring responses that show evidence of comprehension, application, analysis, synthesis, and/or evaluation. While these skills may seem self-apparent for CRIs, a well-constructed SRI should also require candidates to demonstrate depth of understanding and higher-order thinking skills.

For example, items should require candidates to carefully evaluate four plausible response options. Items can also require candidates to analyze complex information (e.g., a detailed scenario, one or more data tables, a complex reading passage) in order to determine which response option is correct. In addition, items can require candidates to complete two or more cognitive steps (e.g., analyzing stimulus material, synthesizing information from two or more stimuli, evaluating response options) in order to select the correct response.

In general, items should not focus exclusively on recall. Items that do focus directly on content knowledge should require candidates to demonstrate and apply a depth of knowledge appropriate for educators in New York State.

### ***1.2.4 Items Should Be Job-Related***

Items should measure skills and knowledge needed to perform the job of a New York State educator, as reflected in the Test Framework/Standards. The items should measure skills and knowledge at an appropriate level for the certificate(s) for which the test is required, as reflected in the Test Framework/Standards.

### 1.3 Constructing Test Items

This section describes selected-response items and constructed-response items and how they are constructed; sections 1.4, 1.5, and 1.6 give more detailed guidance on how to write stems and response options for SRIs and CRIs, respectively.

#### 1.3.1 Basic Items: SRI Singletons and CRIs without Stimulus

##### Basic SRI Singletons

In a basic singleton, the stem is either a full question or clipped, and it is followed by the four response options (see 1.1.1 for an example). Lead-in lines or brief scenarios may be used in the stem (see section 2, "Formatting," for more details).

##### Basic CRIs

For NYSTCE exams, CRIs typically address content-specific pedagogy. In a basic constructed-response item, a direction line and prompt (typically a few sentences describing an instructional situation and/or goal) are followed by specific charges the candidate is expected to address in a response. The charges are presented as a bulleted list (see 1.1.4 for an example). Section 2, "Formatting," presents more guidelines on lead-in lines and scenarios that are used in CRIs.

#### 1.3.2 Stimuli for SRIs and CRIs

**Stimuli** are sometimes used with both SRIs and CRIs (see 1.1.2, 1.1.3, and 1.1.5 for examples). A stimulus is different from a scenario included as part of the stem or from situational information included in a prompt in that it is extrinsic to the item. In other words, the stimulus could be selected or developed independently of the item it supports.

Examples of stimuli include, but are not limited to, graphs, charts, data tables, diagrams, photographs, illustrations, reading passages, and equations. (Several examples appear on pp. 14–16.) While brief scenarios are usually considered part of the item stem, longer, more detailed scenarios can be used as stimuli—most often in items for special education, pedagogy, and reading fields. They describe or explain a particular situation or context in which the reader must place himself or herself and then choose to use the most effective method, apply the most appropriate strategy, or take the most logical step.

When using stimulus material, it is best to use real or **authentic** data whenever possible. Invented data, if used, should be plausible. When using actual data or authentic passages, the stimulus should be cited in *Chicago [Manual of Style]* format.

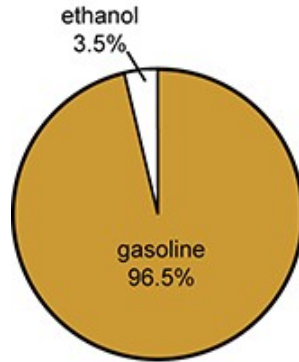
Examples: Graphs/charts (authentic data)

This is a symbol indicating an Angle

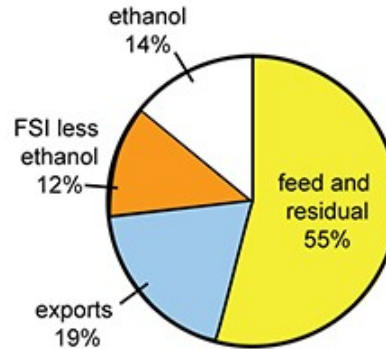
**United States Department of Agriculture  
Ethanol's Role in Gasoline and Corn Markets**

**2005/2006 Relationships**

Ethanol use is small relative to overall gasoline use.

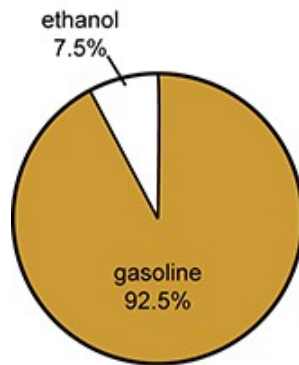


Ethanol accounts for a large and growing share of corn use.

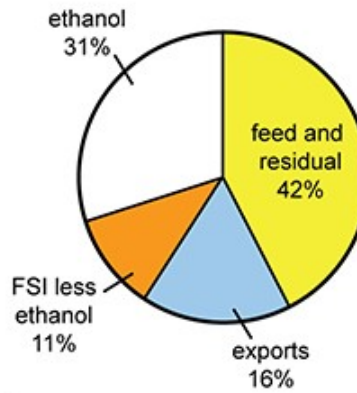


**2016/2017 Relationships (projected)**

Ethanol use is still small relative to overall gasoline use.



Ethanol accounts for over 30 percent of corn use.



Note: FSI = food, seed, and industrial

Westcott, P. C. (2007). *Ethanol expansion in the United States: How will the agricultural sector adjust?* (USDA Outlook No. FDS-07D01). Washington, DC: U. S. Department of Agriculture.

Examples: Data tables (invented data)

**State Assessment Results for All Students Two-Year Comparison**

This table displays the percentage of students in all groups scoring at or above Level 3 ("meets proficiency standard").

Subject	School		District		State	
	2 Years Ago	Last Year	2 Years Ago	Last Year	2 Years Ago	Last Year
<b>ELA</b>	62%	67%	62%	60%	57%	58%
<b>Math</b>	48%	49%	47%	50%	49%	50%

**State Assessment Results, by Student Group Two-Year Comparison**

This table displays the percentage of students, by group, scoring at or above Level 3 ("meets proficiency standard").

	Percent of School Population	2 Years Ago		Last Year	
		ELA	Math	ELA	Math
<b>Female</b>	<b>51%</b>	67%	44%	72%	44%
<b>Male</b>	<b>49%</b>	59%	52%	62%	54%
<b>Grade 6</b>	<b>31%</b>	64%	53%	72%	54%
<b>Grade 7</b>	<b>33%</b>	65%	50%	70%	51%
<b>Grade 8</b>	<b>36%</b>	61%	45%	64%	46%
<b>Economically Disadvantaged</b>	<b>25%</b>	50%	41%	53%	44%
<b>Limited English Proficient</b>	<b>19%</b>	40%	36%	36%	37%
<b>Students with Disabilities</b>	<b>20%</b>	41%	30%	44%	34%

### Example: Passage

A certain light was beginning to dawn dimly within her,—the light which, showing the way, forbids it.

At that early period it served but to bewilder her. It moved her to dreams, to thoughtfulness, to the shadowy anguish which had overcome her the midnight when she had abandoned herself to tears.

In short, Mrs. Pontellier was beginning to realize her position in the universe as a human being, and to recognize her relations as an individual to the world within and about her. This may seem like a ponderous weight of wisdom to descend upon the soul of a young woman of twenty-eight—perhaps more wisdom than the Holy Ghost is usually pleased to vouchsafe to any woman.

But the beginning of things, of a world especially, is necessarily vague, tangled, chaotic, and exceedingly disturbing. How few of us ever emerge from such beginning! How many souls perish in its tumult!

—Kate Chopin, *The Awakening*

### Example: Scenario

Ms. Finnegan is a new sixth-grade English language arts teacher whose class includes 34 students with diverse characteristics and needs. The majority of students come from one culture, which reflects the composition of the school population as a whole. Recently, the community has become home to a growing immigrant population. This shift in demographics has resulted in some tension at the school between groups of students. The principal asked teachers to make it a priority to create inclusive classroom environments and provided professional development sessions and faculty in-service training to support them in their efforts.

Ms. Finnegan has a goal of learning as much as possible about her students and their backgrounds, interests, and needs. During the first few weeks of school, Ms. Finnegan administers a student interest survey and each day she makes notes in her journal about classroom activities, student interactions, and students' responses to various instructional approaches. She also frequently reviews assessment data. Her review of data from students' most recent standardized reading assessment indicates that, of her 34 students, only 10 have achieved the level of proficient in English language arts.

Ms. Finnegan is planning a lesson on distinguishing fact from opinion in informational texts. She plans to have students work in small groups for some lesson activities. As part of the planning process, Ms. Finnegan is reflecting on the notes in her journal and considering various strategies for ensuring that instruction is culturally responsive and helps her students understand and apply their learning in future lessons.

### **1.3.3 SRI Singletons with Stimulus**

Stimulus material is sometimes brief or simple enough to support just one stand-alone SRI. However, most stimuli are used to support two or more SRIs (as discussed in 1.3.4) or a CRI (as discussed in 1.3.5).

### **1.3.4 SRI Clusters with Stimulus**

An SRI cluster is generally used instead of a singleton when the length and/or complexity of the selected stimulus, such as a reading passage, clearly supports two or more distinct test items.

#### Choosing Appropriate Stimuli

As described in section 1.3.2, a wide variety of source material can be used as a stimulus for an item cluster. In general, stimuli used in item clusters tend to be more detailed and lengthy than those used in singletons.

#### Organizing Items in a Cluster

Clusters should be arranged in a logical sequence, and each item should test different knowledge, understandings, and/or skills. The candidate's ability to answer an item in a cluster should not be dependent on a correct response to a previous item in that cluster. A series of items that is based on a common stimulus should lead the candidate through a logical progression of questions or tasks.

For example, the first question in the series might ask the candidate for the central idea or theme of the passage, the second question might require the candidate to analyze details included in the first section of the passage, and the third question might require the candidate to connect the first section of the passage with an idea or argument presented in the second section.

### **1.3.5 CRIs with Stimulus**

Stimuli are frequently used with CRIs. They present complex ideas and information the candidates must use to address the prompt and charges in their response. In some cases, a CRI may include two or more stimuli. For CRIs that focus on meeting the instructional needs of specific student populations, multiple stimuli can provide a more detailed overview of an instructional situation than one stimulus or a prompt alone can provide.

#### Choosing Appropriate Stimuli

As described in section 1.3.2, a wide variety of source material, such as reading passages or literary excerpts, can be used as a stimulus for a CRI. Because CRIs for NYSTCE exams typically address content-specific pedagogy, stimuli used with CRIs are generally related to classroom instruction in some way. Stimuli might include (but are not limited to) classroom scenarios, passages to be considered as material to be used in a lesson, or IEP excerpts or other student data. In all cases, stimuli used with CRIs must be directly relevant to the prompt and must provide sufficient material for the candidate to develop a full, strong response.



### 1.4 Writing Guidelines for Selected-Response Items: Item Stems

This section presents specific instructions for constructing full-question and clipped stems in sections 1.4.1 and 1.4.2, respectively, followed by style and usage guidelines for item stems in sections 1.4.3 through 1.4.7.

#### 1.4.1 Full-Question Stems

As a general rule when writing full-question stems, be sure to eliminate any unnecessary or irrelevant details that could detract from the accurate measurement of candidates' skills, knowledge, or abilities described in the Test Framework/Standards. Sufficient information and context should be provided in the stem to enable a prepared candidate to answer a question, but excessive detail or window dressing should be avoided.

#### Examples (DOs):

- Graphic novels are characterized primarily by which feature?
- A school librarian ensures that the library includes resources that present multiple perspectives on controversial issues. Which statement best explains why this practice is valuable?
- A bottling company uses a machine to fill juice bottles. The quantity of juice that goes into each bottle is normally distributed, with a mean of 471.5 mL and a standard deviation of 1.75 mL. Approximately what percentage of the bottles receives less than 468 mL?
- A seventh-grade teacher regularly includes oral language and writing activities (e.g., small-group collaborative discussions, text-centered writing) as an integral part of literacy development in content-area reading. Which explanation provides the best rationale for the teacher's approach?

#### Examples (DON'Ts):

- Graphic novels are increasingly popular in contemporary publishing. This genre is characterized primarily by which feature?
- A school librarian ensures that the library includes resources that present multiple perspectives on controversial issues. While a small number of parents/guardians have raised objections to the inclusion of some materials, the librarian generally receives strong support from the school community. Which statement best explains why this practice is valuable?
- A bottling company uses a machine to fill juice bottles. Running at full capacity, the machine fills approximately 2000 recyclable glass bottles per hour. The quantity of juice that goes into each bottle is normally distributed, with a mean of 471.5 mL and a standard deviation of 1.75 mL. The retail price of the juice is \$2.95 per bottle. Approximately what percentage of the bottles receives less than 468 mL?
- A teacher includes oral language and writing activities as part of reading instruction. Which explanation provides the best rationale for the teacher's approach?

For other specific guidelines on writing stems, see sections 1.4.3 through 1.4.7. For more general principles of item construction, see section 1.2.

#### 1.4.2 Clipped Stems

##### Forming Clipped Stems

A clipped stem ends with an incomplete (clipped) sentence and a colon, followed by four response options, each of which completes the clipped portion of the stem both conceptually

and grammatically and ends with a period. A clipped stem may consist of the incomplete sentence only or the incomplete sentence preceded by one or more complete sentences.

The clipped portion of the stem should present a complete problem or provide a simple, clear direction for the item; that is, like a full-question stem, the clipped portion of a stem should signal exactly the nature/class/category of the four response options that follow.

Examples (DOs):

- . . . For the next step in the application process, the school counselor should ask the student to:
- In this excerpt, the author uses images of machinery to convey a mood of:
- The *Occupational Outlook Handbook* provides information about:
- . . . To meet this goal, the school principal should encourage teachers primarily to:

Examples (DON'Ts):

- The condensation that appears on the side of a glass is:
- During the civil rights movement, the Kennedy administration:
- According to Ohm's Law, when the voltage in an electrical circuit triples, the:
- Twain's sarcastic tone and use of "folksy" language are:

Ensuring Parallel Response Options

Item writers will often use an incomplete or ambiguous clipped stem because it makes writing the response options easier; it allows for response options that are only loosely related or roughly similar in kind or nature.

Examples (DON'Ts):

An EEG is used:

- A. to record brain activity.
- B. in trauma situations.
- C. to monitor heart rate.
- D. mainly by neurologists.

During World War II, the United States:

- A. attempted to annex African countries.
- B. provided financial support to Finland.
- C. and its allies defeated the USSR.
- D. fought on the same side as China.

To avoid having response options that are not parallel, such as the ones in the examples above, try including the key verb (and even a key noun) in the clipped portion of the stem. Doing so will force more parallel responses.

Examples (DOs):

An EEG is used to record:

- A. brain activity.
- B. heart rate.
- C. hormone levels.

- D. blood pressure.

During World War II, the United States fought on the same side as:

- A. Hungary.
- B. Japan.
- C. Romania.
- D. China.

Reducing Item Length

Pay attention to the combined length of the clipped portion of a stem and each response option. If they present a lengthy sentence, then the clipped portion of the stem or each response option or both should be reworked to reduce the overall length. This reduction makes comprehension of the item easier for candidates.

Example (DON'T):

... These teachers should be aware that effective instruction for students who are considered at high risk of dropping out of school should include a focus on learning opportunities that:

- A. emphasize the application of instructional content in ways that clarify its relevance to the students' own lives and needs.
- B. present students with readily achievable goals by modifying content to reduce academic rigor and increase accessibility.
- C. use instructional technology effectively to provide students with multiple high-interest points of access to course content.
- D. require students to work collaboratively with their peers inside and outside the classroom and build real-world skills.

Items such as the one above present cognitive challenges above and beyond what is appropriate for the candidate. Combining each response option with the clipped portion of the stem—conceptually and syntactically—becomes an unnecessarily trying and time-consuming task that distracts from the purpose of the item, which is (or should be) to test the skills and knowledge of a candidate on a topic in a particular subject area.

Examples (DOs):

In an animal cell, the function of the mitochondria is to:

- A. generate energy for the cell through cellular respiration.
- B. reinforce the cell's shape and help in cell movement.
- C. produce hydrogen peroxide in the cell and convert it to water.
- D. store and break down waste products in the cell.

The second, and longest, stage of mitosis is called:

- A. metaphase.
- B. prophase.
- C. telophase.
- D. anaphase.

Overusing Clipped Stems

Use clipped stems sparingly. Clipped stems tend to work best for short, straightforward, and objective items for which there is one discrete answer. The choice to use a clipped stem should be made deliberately, not randomly, and for reasons having to do with making the item easier for the candidate to read and understand, not easier for the item writer to conceive and write. When in doubt about which stem form would be best to use for a certain question/topic, use a full- question stem. Direct full-question stems are often more straightforward.

**1.4.3 Eliciting Objective Responses**

Write item stems that will elicit objective answers, not subjective opinions that a candidate may think is a correct answer.

Example (DO):

- Which factor most likely caused this change?

Example (DON'T):

- What do you think caused this change?

**1.4.4 Writing Positively Worded Stems**

The stem should be stated positively. Negative stems often confuse the candidate and should not be used. An item should never contain a double negative.

**1.4.5 Favoring the Active Voice**

When written in the active voice instead of the passive, stems tend to be shorter and more direct, which helps the candidate stay focused on the task at hand.

Example (DO):

- The passage describes threats to . . .

Example (DON'T):

- Threats were described in the passage. . .

**1.4.6 "Which of the following...", "It is most appropriate . . . ": Stem Constructions to Avoid**

Stems for selected-response items for NYSTCE exams should not use the phrase "which of the following." Options instead of using "which of the following [plural noun]" include using "which [singular noun]" or using a clipped stem.

Examples (DON'Ts):

- Which of the following instructional strategies would most likely improve student engagement?
- The teacher of the visually impaired should take which of the following actions next?

- The building leader would be most likely to achieve this goal by pursuing which of the following approaches?

Examples (DO):

- Which instructional strategy would be most likely to improve student engagement?
- The teacher of the visually impaired should take which action *next*?
- The building leader would be most likely to achieve this goal by:

In addition, avoid using constructions such as "It is most appropriate," "It is most important," "It is reasonable to assume," "It is permissible," "It is advisable," etc.

Examples (DON'Ts):

- In a classroom that includes . . . , it is most appropriate for a teacher to recognize that:
- . . . To ensure . . . , it most important for teachers to:
- . . . Before using . . . , it is most advisable for the teacher to:

Most often these constructions are used in clipped stems, and they are followed by response options that are not parallel. Another problem is that the "it" in "it is most appropriate" never clearly refers to anything in the rest of the item—stem or responses—which makes the item unclear.

Example (DON'T):

- . . . To ensure that the student is using effective criteria for selecting a resource, it is most important for the teacher to ask the student:

The construction above should be reworked to identify clearly the nature of the response options—in this case, questions. Frequently, reworking the construction involves converting a clipped stem to a full-question stem.

Example (DO):

- . . . Which question is most important for the teacher to ask the student to ensure that he or she is using effective criteria for selecting a resource?

Other variations on these constructions can be more difficult to fix, which usually signals a more significant problem in the item.

**1.5 Writing Guidelines for Selected-Response Items: Response Options**

This section presents guidelines for writing response options for selected-response test items.

***1.5.1 Response Options Should Be Unambiguous and Plausible***

An item has only one unambiguous correct response option, not two or more. "All of the above" and "None of the above" are not acceptable response options. In addition, items do not involve issues that are controversial and debatable.

The distractors should be plausible to candidates who lack the skills, knowledge, or understanding that the item assesses. They should be designed to reflect candidates' common errors or misconceptions—not to introduce ambiguity.

**1.5.2 Response Options Should Be Independent and Mutually Exclusive**

Response options that are synonymous or overlap in meaning often assist the candidate in eliminating distractors. Be careful not to repeat the same content using different terms in the response options. (See also section 1.5.4 on how to avoid repeating similar language in response options.)

Examples (DON'Ts):

Which constellation contains the star Polaris?

- A. Ursa Major
- B. Big Dipper
- C. Ursa Minor
- D. Gemini

In the item above, repetition occurs between the first two response options. Because the Big Dipper is part of Ursa Major, the responses are not discrete; therefore neither one is likely correct, leaving only two responses from which to choose.

(Potential fix: Change "Big Dipper" to "Orion.")

Which literary form seeks to challenge Eurocentric assumptions about race and identity and . . . ?

- A. local color literature
- B. regionalism
- C. postcolonial literature
- D. realism

In the item above, repetition occurs on two levels. First, local color literature and regionalism are two different terms for the same literary form/movement. Second, local color literature/regionalism is very closely related to realism; the former could be considered a subset or facet of the latter. None of these three response options is discrete; therefore, again, none of them is likely correct.

(Potential fix: Change "regionalism" to "transcendentalism" and "realism" to "neoclassicism.")

The attraction of . . . is due to the:

- A. destruction of [A] on the sunny side of the stem.
- B. destruction of [B] on the sunny side of the stem.
- C. redistribution of [A] to the shady side of the stem.
- D. redistribution of [B] to the shady side of the stem.

In the item above, a more egregious kind of repetition in response options has occurred. This kind is more extensive and requires a complete reworking of the item. The reason for such repetition could have as much to do with a poorly constructed stem (too narrow a focus) as with a dearth of material from which good, plausible distractors can be constructed.

**1.5.3 Response Options Should Be Consistent and Correctly Formed**

The response options should always be grammatically consistent with the stem and use similar terminology and language, including verb tense, nouns, singular/plurals, and statements.

Use a period at the end of a response option only if it completes the stem or if it is a complete sentence by itself.

The response options should also be parallel, with similar length, complexity, and specificity. For example, if the stem refers to a teaching strategy, then all of the response options must be a teaching strategy.

Avoid the use of absolutes such as *always* and *never* in phrasing response options.

**1.5.4 Response Options Should Be Unrepetitious and Discrete**

Avoiding Clues to the Correct Response Option

Any aspect of an item that provides an unintended clue that can be used by a candidate to select or eliminate a response option should be avoided. For example, any term that appears in the stem should not appear in only one of the response options.

Eliminating Repeated Words in Response Options

In all items, especially in items with clipped stems, try to eliminate any repeated words/phrases in response options by incorporating these common words/phrases into the stem.

Such repetition occurs most frequently with the words *a*, *an*, *the*, and *to*.

The words *a* and *an* may only be moved up into the stem when one or the other is used exclusively at the beginning of each response option; that is, each response must begin with *a* or each response must begin with *an*. When both are used (e.g., three *a*'s and one *an*), they must be retained in the response options.

Examples (DON'Ts):

The primary purpose of this excerpt is:

- A. *to explain* . . .
- B. *to persuade* . . .
- C. *to describe* . . .
- D. *to evaluate* . . .

(Fix: Move the word *to* up into the stem, after the word *is*.)

In the late thirteenth century, Japan endured a series of invasions by:

- A. *the* Vandals.
- B. *the* Romans.
- C. *the* Mongols.
- D. *the* Geats.

(Fix: Move the word *the* up into the stem, after the word *by*.)

The Long March is significant in Chinese history because:

- A. *it* ended Japanese occupation of China.
- B. *it* reinforced the concept of the Mandate of Heaven.
- C. *it* caused the Boxer Rebellion.
- D. *it* established Mao Zedong as a revolutionary leader

(Fix: Move the word *it* up into the stem, after the word *because*.)

Example (DO):

What is the significance of the Long March in Chinese history?

- A. *It ended Japanese occupation of China.*
- B. *It* reinforced the concept of the Mandate of Heaven.
- C. *It* caused the Boxer Rebellion.
- D. *It* established Mao Zedong as a revolutionary leader.

Repeated words are acceptable when response options are stated as complete sentences.

Avoiding Repeated Terms with Same Meaning

Sometimes repetition in response options is disguised by using different words or phrases to convey essentially the same idea.

Example (DON'Ts):

Which method would likely be most effective . . . ?

- A. *developing* . . .
- B. *creating* . . .
- C. *generating* . . .
- D. *producing* . . .

In the item above, the four different gerunds used to begin each response option convey essentially the same idea.

(Potential fixes: Choose the most clear/accurate one and either try to incorporate it into the stem or keep it in a response option—probably the correct response—and change the other gerunds so that they begin three other discrete but plausible response options. If neither of these fixes is doable, then the item likely has more fundamental problems.)

**1.5.5 Response Options Should Be Logically Ordered**

When the response options consist of numbers or letters, they should be arranged in ascending or descending order: for example, (A) 1 (B) 2 (C) 3 (D) 4.

Example (DO):

What is the nuclear mass defect of the chlorine-35 nucleus?

- A. 0.31436 amu
- B. 0.32864 amu



- C. 0.32948 amu
- D. 0.34376 amu

An exception would be when the letter of a response option and the value of that response option are the same: for example, (A) E **(B) B** (C) G **(D) D**.

**1.5.6 Response Options Should Use Gerunds and Avoid "False Imperatives"**

Use gerunds (present participles) to begin response options and avoid using the imperative mood for a situation/scenario in which no actual direct command or request occurs (i.e., the so-called "false imperative"). Or rework the item, including the stem, so that the response options may be single words, complete sentences, or sentence fragments that do not begin with gerunds.

Examples (DON'Ts):

Which procedure is most appropriate for the teacher to take . . . ?

- A. Have students . . .
- B. Use a . . .
- C. Dispose of . . .
- D. Provide students with . . .

- or -

(even less desirable)

- A. have students . . .
- B. use a . . .
- C. dispose of . . .
- D. provide students with . . .

The imperative mood should be used only when a command is issued or a request is made and, in such cases, should usually be placed in quotes.

Example (DO):

Which instruction is most appropriate for the teacher to give . . . ?

- A. "Place the mass on your . . . "
- B. "Wear safety goggles when you . . . "
- C. "Heat the solution until you . . . "
- D. "Pour the residue into your . . . "

A clipped-stem format (see section 1.4.2) that simply states the subject and verb can provide a good fix for an item that uses a full-question stem followed by response options in the "false imperative."

Example (DON'T):

(full-question stem)

Which step would be best to take *first* to . . . ?

Examples (DOs):

(clipped stem)

- As a *first* step, the teacher should:
- The *next* step the teacher should take is to:
- In this situation, the teacher should [advise/direct/ask/tell] the student to:
- In this situation, the first guideline the teacher should observe is to:

**1.6 Writing Guidelines for Constructed-Response Items**

Following are a few key principles for writing constructed-response items.

**1.6.1 CRIs Should Be Equatable**

In general, NYSTCE candidates are assigned only one CRI in an exam. (For exams that have multiple types of CRIs, candidates are generally assigned one of each type.) For this reason, CRIs developed for a NYSTCE item bank should be *equatable*. Each CRI for an exam (or each specific type of CRI) should require candidates to demonstrate the same knowledge, skills, and abilities. A candidate who does well on one of the CRIs developed for the item bank should do well on other CRIs for the bank (or of the same type). Responses to equatable CRIs can be scored using the same rubric.

To maintain equatability, all CRIs developed for NYSTCE exams (or all CRIs of the same type) generally have parallel prompts and identical charges, except for minor wording changes as needed. For CRIs that include one or more stimuli, the stimuli will vary but should present the same type of information and be comparable in scope (e.g., a 3-paragraph scenario, a 250–300 word literary excerpt, a 1-page excerpt from an IEP).

Sections 1.3.3 and 1.3.4 explain how to construct the different components of a CRI. By developing CRIs consistently, equatability can be maintained.

**1.6.2 CRIs Should Address Candidates Directly**

CRIs for NYSTCE exams generally speak directly to the candidates and ask them to respond as the educator facing the situation described in the prompt and stimuli. Direction lines use imperative verbs, and prompts and (when included) scenarios address candidates in the second person.

Examples (DOs):

- You are planning to teach a unit on health risks and benefits associated with food and lifestyle choices. Using your knowledge of family and consumer sciences concepts, principles, and practices, write a response in which you...
- Using your knowledge of content and sound pedagogical practices in literacy and English language arts, analyze the information provided and write a response in XXX words in which you...
- You are planning to teach a unit on the topic of bullying prevention. Using your knowledge of health education concepts, principles, and practices, write a response in which you...

**1.6.3 CRIs Should Be Clear and Unambiguous**

As with SRIs, the language in CRIs should always be clear and concise. CRIs should always get to the point quickly, without unnecessary or needlessly complex words that might impede

a candidate's understanding of the assignment. Use common words and relevant terminology, and avoid repetition.

Avoiding ambiguity in CRIs is imperative. All candidates should understand the CRI in the same way to preserve equatability and to ensure that they are being tested on the same knowledge, skills, and abilities. Avoid confusing instructions or subjective language that could be misinterpreted or interpreted differently by different candidates.

Being unambiguous may require additional words and even some repetition of key words, especially in charges.

Examples (DOs):

- identify a student learning goal related to bullying prevention
- describe a formative assessment method you would use to evaluate students' knowledge and skills in relation to the learning goal
- describe one learning activity or instructional strategy that would effectively address the student's identified need or build on the student's identified strength
- describe an instructional intervention that builds on the student's strengths and that would help the student improve in the identified area of need

Examples (DON'Ts):

- state a goal for bullying prevention
- describe a formative assessment method you could use with students as part of this lesson
- describe an activity or strategy that meets this student's needs or builds on the student's strengths
- describe something else that you would do as a teacher to build on the student's strengths and help the student improve academically

**1.6.4 Prompts and Stimuli Should Provide the Information Candidates Need to Complete the Assignment**

CRIs should provide sufficient information and context to enable a prepared candidate to build a strong response to the assignment. Because CRIs for NYSTCE exams typically address content-specific pedagogy, the necessary context and information may be limited to a brief description of the class and a New York state learning standard or a specific learning goal for a lesson. This information is generally provided in the prompt. Well-prepared candidates' pedagogical knowledge should allow them to respond successfully.

CRIs for many NYSTCE exams require candidates to explain how they would meet the learning needs of a specific group of students, respond to one student's work, use specific material in a lesson, etc. In these cases, one or more stimuli are needed to provide the information a candidate needs to develop a strong response. When a CRI includes multiple stimuli, candidates should be required to synthesize information across stimuli (e.g., connecting a description of a student in a scenario with details included in an excerpt from the student's IEP).

As with SRIs, irrelevant details or window dressing in CRI prompts and stimuli should be avoided. However, the prompt and stimuli should provide a range of information that allows different candidates to write fundamentally different but equally strong responses. For

example, if a charge asks candidates to identify one significant strength and one area of need based on a description of a student's classroom performance and a work sample, these materials should represent at least two strengths and areas of need.

### ***1.6.5 Charges Should Be Specific and Measurable***

The **charges** indicate to candidates what, exactly, they need to cover in their responses. Each charge should describe a specific task the candidate can accomplish in a written response. The scope of each charge should also be clearly communicated. A charge that requires the candidate to describe instructional activities should specify how many instructional activities need to be described.

#### Examples (DOs):

- identify one significant strength the student demonstrates in the area of writing, citing specific evidence from the exhibits to support your assessment
- describe one instructional strategy and one resource you would use to promote students' achievement of the learning goal
- identify three areas of need in the instructional program, citing evidence to support each need
- describe an assessment that you would use to evaluate students' achievement of the learning goal and explain why this would be an effective assessment tool

#### Examples (DON'Ts):

- identify any significant strengths the student demonstrates in the area of writing, citing evidence to support your assessment
- describe one or more instructional strategies and resources you would use to promote students' achievement of the learning goal
- identify areas of need you see in the instructional program, citing evidence where appropriate
- describe how you would evaluate students' achievement of the learning goal and explain why

### ***1.6.6 Charges Should Align with the Scope Set in the Prompt***

In general, CRIs for NYSTCE exams include within the charge a suggested word count range for the response (e.g., "a response of approximately 400–600 words"). Responses are not scored based on word count, but the range communicates to candidates the expected scope of their response. A candidate should be able to successfully meet all of the charges within the stated word count range.

## **1.7 Ensuring Freedom from Bias**

An important overarching principle when constructing material consistent with the Test Framework/Standards is to ensure that items are accessible to all candidates and free from any bias.

More specifically, items should be fair to all candidates regardless of their gender, race, nationality, national origin, ethnicity, religion, age, sexual orientation, disability, or cultural, economic, or geographic background. As a whole, test materials should include content that reflects the diversity of the New York State population.

In addition, to maintain neutrality, items should contain generic terms instead of proper nouns and brand names. Similarly, items should be free of language, content, or stereotypes that might potentially disadvantage or offend a candidate because of her or his gender, race, nationality, national origin, ethnicity, religion, age, sexual orientation, disability, or cultural, economic, or geographic background.

## 2 **FORMATTING**

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This section presents guidelines for formatting all NYSTCE test bank item content, including stem and response text, tables, and charts and other graphics developed for use in CERTS [Certification Tests item] banks.

### 2.1 **Fonts and Sizes and Other Formatting Basics**

#### **2.1.1 Item Font**

Use Arial, 11 point, for most body copy in item stems and response options for SRIs and in CRIs.

*Exceptions:*

- A handwriting font may be used to represent an authentic sample of a student's work. See section 2.1.2 for details.
- Certain text elements in dramatic excerpts and footnotes employ different point sizes. See section 2.3.4 and 2.3.7, respectively, for details.
- Most table text is set in 10-point Arial. See section 2.3.10 for complete table specifications.
- Most text in graphics/diagrams is set in 9-point Arial. See section 2.4 for complete graphic specifications.
- Symbols and mathematical elements may be set in different fonts and/or point sizes. See section 2.1.3 for more information.

#### **2.1.2 Handwriting Font**

A handwriting font (see an example in section 1.1) should only be used in items in which the "instructional context" or realism/authenticity is important. Handwriting fonts (e.g., Sher, in 10, 11, or 12 points for student writing) are used mainly in reading, early childhood, and elementary education fields and occasionally in science or math (e.g., to illustrate how a student solved a long-division problem). Do not use a handwriting font in items in which it is conceivable that a piece of text would be typed (e.g., a student's draft writing sample).

*CBT Note:* Since a handwriting font would only be used in a boxed "work product," any font can be used. It does not need to be CBT compatible.

#### **2.1.3 Math Equations and Special Characters**

Note that most mathematical operation symbols as well as subscripts and superscripts can all be entered in running text using Word tools and characters. Equations that cannot be set in running text are set using Microsoft Equation 3.0 (not MathType) and then must be snagged as images and either pasted inline or linked in with graphic references.

Special characters (e.g., accented letters, Greek letters, mathematical symbols) accessed through the character maps for CBT-approved fonts may be left in running text. Symbols/characters not available in the character maps for CBT-approved fonts may be entered in items but must be snagged as images.

See section 3, "Style and Usage A to Z," for more details on formatting text for math and science fields.

### **2.1.4 Graphics and Color**

Graphics are created in Illustrator (or are TIFs) and are then PNG'd and linked into items with graphic references. Each graphic must therefore appear on its own line (i.e., it cannot have text or a table or another graphic to its left or right). Graphics default to left alignment in CERTS.

Any use of color in graphics must be approved in advance and follow specifications for ADA compliance.

See section 2.4 for more details on formatting graphics.

### **2.1.5 Image Width**

For full-screen items, the maximum image width is approximately 6.5".

For vertically split screens, the maximum image width is approximately 4.25" for a 50/50 split or 5.25" for a 60/40 split.

## **2.2 Font Styles**

Use font styles consistently when formatting items. See also section 2.3 for more specific guidelines for various types of test content.

*Use italics for . . .*

- titles of books, journals, and other works where appropriate according to the guidelines in *Chicago* (except in handwriting font, where underscore is used instead).
- words used as words.
- Latin names, such as genus and species in a scientific binomial (e.g., *Paramecium caudatum*).
- other foreign words used in English if they are not in *Merriam-Webster*.
- the words *first*, *initial*, and *next* in item stems.
- names of legal cases.
- names of speakers and nonverbal cues in dialogues.
- variables in mathematical equations.

**Use bold for . . .**

- direction lines.
- titles of graphs, data tables, and reading passages.
- column and row headings and subheadings in tables.
- vector labels (mathematical text).

## **2.3 Formatting for Various Types of Item Text**

This section presents more specific instructions for formatting assorted types of test content. See section 1 for detailed guidelines for writing and editing item stems and responses, and CRIs.

### **2.3.1 Dialogue**

Dialogue (transcripts of conversations or discussions) should be formatted as follows:

- names of speakers italicized
- colon after name of speaker (also italicized) plus two (nonitalic) spaces
- full line space between each line of speech

- nonverbal cues italicized; parentheses around nonverbal cues **not** italicized Example:  
Teacher: What did you do last night?

Student: I went bowling.

Teacher: (*Enthusiastically*) Oh! You went bowling!

### **2.3.2 Direction Lines**

Direction lines should be short and succinct and should take the reader to the stimulus or the prompt as expeditiously as possible, without lengthy description or explanation.

**Direction lines should always be used in SRI clusters and CRIs, and are always set in boldface.**

Examples of direction lines:

- **Use the information below to answer the question that follows.**
- **Read the excerpt below from a short story; then answer the question that follows.**
- **Use the information below to complete the exercise that follows.**

Note that in items developed for CBT administration, "the question that follows" should be used in direction lines for both singletons and clusters. On CBT, only one item is seen with the stimulus per screen, so the singular direction line is accurate.

It is OK to use the word *below* in CBT direction lines in almost all cases. When developing an item, the editor should be involved in the process of determining whether specific stimulus material would **not** appear directly below a direction line.

### **2.3.3 Double/Complex Stimuli**

When double/complex stimuli are used, they should be stacked (arranged vertically). In general, for double stimuli, the guidelines for boxing text are the same as noted in section 2.3.11, "Text Boxes," except if the lack of a box would make the stimulus unclear/difficult to read.

Example (sequence indicated/stimuli stacked):

A student reads silently the excerpt below from a short story.

When Penelope woke up on Saturday morning, it was so dark that she thought that it was still nighttime. She looked out the window at big storm clouds looming in the sky.

← *As an excerpt from a literary text, this would **not** usually appear in a box; however, without the box, the stimulus is potentially unclear.*

After the student finishes reading, the teacher asks the student questions, which appear in the transcript below.



Teacher: What is this story about?  
 Student: It's about a girl named Penelope.  
 Teacher: What is Penelope doing?  
 Student: She is waking up.

← As an excerpt from a transcript, this too would **not** usually appear in a box; however, without the box, the stimulus is potentially unclear.

### 2.3.4 Dramatic Excerpts

Excerpts from works of drama should be formatted as follows:

- names of speakers set in all caps, Arial 9 point
- period after name of speaker; double space after period
- half-inch hanging indent (regardless of length of speakers' names)
- no line space between each line of speech
- nonverbal cues italicized; parentheses around nonverbal cues **not** italicized
- other characters mentioned in text in parentheses set in all caps, Arial 9 point, no italics
- if material is verse (e.g., Shakespeare, Sophocles), preserve line breaks from source
- if background information is necessary, place after direction line and before the excerpt and italicize

#### Example:

BENEATHA. (*Sharply*) I just want to learn to play guitar. Is there anything wrong with that?  
 MAMA. Ain't nobody trying to stop you. I just wonders sometimes why you has to flit so from one thing to another all the time. You ain't never done nothing with all that camera equipment you brought home—  
 BENEATHA. I don't flit! I—I experiment with different forms of expression.

*Note:* Since CERTS cannot accommodate tabs or hanging indents, all excerpts from works of drama in which lines will wrap will need to be snagged as images before import into CERTS.

### 2.3.5 Lead-In Lines/Introductory Lines

Lead-in lines, like direction lines, serve to "set" the reader/candidate, providing a signal for what will appear next in the item. Lead-in lines may consist of a single sentence or multiple sentences.

A lead-in line (or lines) provides a scenario or explains a condition/situation. A lead-in line often identifies an agent who is the focus of the item (e.g., a teacher, a student, a reader, a writer).

When a lead-in line is used in a singleton, a direction line should not be used. A lead-in line often renders a direction line superfluous or redundant.

#### Examples of lead-in lines:

- A student takes the notes below while researching the subject of cultural diversity in U.S. schools.
- A writer develops the draft version of an introductory paragraph below as part of an analytical essay on *Romeo and Juliet*.

- A Web site designer uses the two clip art images below to create a logo for a home page.
- Step 1 of the partial mathematical proof below shows that the statement is true for  $n = 1$ .

It is OK to use the word *below* in CBT lead-in lines in almost all cases. When developing an item, the editor should be involved in the process of determining whether specific stimulus material would **not** appear directly below a lead-in line.

### **2.3.6 Lists**

General and specific instructions for formatting bulleted and numbered lists are described below. Note that guidelines for numbered lists also apply to lists in which items are numbered with Roman numerals.

#### General Formatting Guidelines for Bulleted and Numbered Lists

Each line or item in a list, whether bulleted or numbered, should be separated by a line space. A list should appear in a text box **only** if the list meets one of the criteria for using a text box (see section 2.3.11).

#### Example (no text box necessary):

A teacher plans to teach students the steps below for crossing the street safely.

1. Stop.
2. Look.
3. Listen.
4. Walk.

Note that a list should be intentionally numbered or bulleted. For example, a list might be numbered when the sequence of items in the list is important.

#### SRI Stems / CRI Charges

- *Lists not in a box*

The default for a bulleted or numbered list is *not* boxed. In this case, lists should be set in running text and allowed to wrap naturally. For bulleted lists, use Alt+0149 to create a bullet. For numbered lists, key in each number. Then enter five spaces before the text (do **not** use auto bullets or numbering, or a hanging indent).

#### Examples of bulleted lists:

- the development of analytical, secular history
- the creation of a naturalistic art style
- the introduction of philosophical dialogue

- the development of systematic logic

Using your knowledge of life science:

- describe two ways that flowering plants are pollinated; and
- explain the process by which some genetic material from each of the two parent plants contributes to the genetic makeup of the offspring.

Example of a numbered list:

1. Draw a line segment from point *A* to point *B*.
2. Bisect line segment *AB* at point *M*.
3. Draw a line through *M* perpendicular to line segment *AB*.
4. Choose any point *C* on the perpendicular bisector of line segment *AB*.

- *Lists in a box*

If a list will appear in a box (e.g., because it meets one of the criteria described for using a text box or to match an existing bank style), use standard WP bullet or numbered list specs (including a hanging indent and one extra return between items), as appropriate. Boxed text is always snagged.

Example of a bulleted list:

- |  |
|--|
| <ul style="list-style-type: none"> <li>• Patterns: Choose patterns with simple lines, such as an unstructured kimono. Avoid patterns with a lot of fine details.</li> <li>• Layout/Cutting: Lay the pattern out with all the pieces going in the same direction as with napped fabrics.</li> <li>• Marking: Use chalk or thread basting to mark the fabric.</li> </ul> |
|--|

Left & right indent (inside box) = 0.13". Hanging indent = 0.19". Example of a numbered list:

1. the development of analytical, secular history
2. the creation of a naturalistic art style
3. the introduction of philosophical dialogue

Left & right indent (inside box) = 0.13". Hanging indent = 0.38". Decimal align tab set at 0.31". Left align tab set at 0.5".

SRI Responses

List text in responses will always be snagged, regardless of length. Use standard WP bullet or numbered list specs (including a hanging indent), as appropriate. Note that for responses, there is no space between bulleted items. Remember to consider correct width before snagging.

Example of bulleted list:

- the development of analytical, secular history
- the creation of a naturalistic art style
- the introduction of philosophical dialogue
- the development of systematic logic

Tabs = 0.25". Hanging indent = 0.25".

Example of numbered list:

1. the development of analytical, secular history
2. the creation of a naturalistic art style
3. the introduction of philosophical dialogue
4. the development of systematic logic

Tabs = 0.25". Hanging indent = 0.25".

Formatting Em-Dash Lists

Em-dash lists appear almost exclusively in SRI responses. Lists in responses will always be snagged, regardless of length. Use Alt+0151 to create an em dash, and enter two spaces before the text. These lists should always have a hanging indent, and there is no space between list items.

Example of em-dash list:

- the development of analytical, secular history
- the creation of a naturalistic art style
- the introduction of philosophical dialogue
- the development of systematic logic

**2.3.7 References and Citations**

Footnotes may be used in items for reading and English fields to clarify notes or glossaries at the end of a passage. Style as follows:

- The reference number in the passage should be bold, 11 point, and superscripted.
- The passage should be followed by a return, a line of 25 underscores, and a full (11-point) line space.
- In the explanation, the reference number should be first (bold, 11 point, superscripted), followed by the defined word and a colon (bold, 10 point) and two spaces and the explanation (10 point).

Example of footnote:

**Read the excerpt below from a work of nonfiction; then answer the question that follows.**

This further experience also I gained. I said to myself, I will not plant beans and corn with so much industry another summer, but such seeds, if the seed is not lost, as sincerity, truth, simplicity, faith, innocence, and the like, and see if they will not grow in this soil, even with less toil and manurance<sup>1</sup>, and sustain me, for surely it has not been exhausted for these crops.

\_\_\_\_\_

**1manurance:** cultivation

**2.3.8 "Sandwiching"**

An item formatted as a "full sandwich" consists of a lead-in line, a stimulus, and a full-question or clipped stem. The stimulus is sandwiched fully between the lead-in line and stem.

Example of a basic "full sandwich":

Gear A and Gear B rotate as indicated in the diagram below. [graphical stimulus]  
How many revolutions must Gear A make for the gears to align as indicated?

- A. 2
- B. 4
- C. 6
- D. 8

An item formatted as a "half sandwich" consists of a full-question stem (**not** a clipped stem) and a stimulus. The stimulus is sandwiched halfway (above only) by the stem.

Example of a basic "half sandwich":

Which word, if used to complete the sentence below, would link the ideas most clearly and coherently?

[text stimulus]

- A. likewise
- B. additionally
- C. instead

D. consequently

Note that in the examples above, the stimuli may be textual or graphical. Also, note that a half sandwich works best when the stem is short/succinct (usually one sentence) and the text stimulus is short/small as well.

**2.3.9 Scenarios**

In an SRI singleton, a scenario—regardless of its length or level of detail—should be part of the stem. It should not appear in a text box, and it should not be preceded by a direction line. Also, in a singleton, a line space should not be inserted between a scenario and the stem proper (full- question or clipped); that is, the text for the scenario and stem should be run together, without a line break.

**2.3.10 Tables**

Tables are set to the specifications presented below.

Table Font, Size, Style, and Alignment

- Main headings: Arial 11 pt. bold, centered horizontally and vertically
- Secondary headings: Arial 10 pt. bold, centered horizontally and vertically
- Text: Arial 10 pt. Text in cells may be centered, left-aligned, indented, or decimal-aligned, according to context. Centered text should be centered both horizontally and vertically within the cell. Default left and right indents in the cell are 0.13".
- Capitalization: Headings use headline caps but there is no need to cap contents of interior cells. Also note that text within parentheses in headings is not capped unless it is a proper noun/adjective.

Table Width

Tables can vary in width to accommodate content. In general, make columns as narrow as possible so as to avoid excessive horizontal white space. The maximum width for a table depends on whether it is being used in a full-screen or split-screen item (see section 2.1.5).

Table Rules and Cell Spacing and Shading

- Table rule weights applied in a CERTS Writer RTF will not hold, so do not apply rule weights in CERTS Writer. Tables need to be created or formatted in a regular Word doc and may then be copied into CERTS Writer and manipulated as needed.
- Line tables: Line number column is 0.55" wide.

Examples of tables:

<b>Line</b>	<b>Person or Thing</b>	<b>Characteristic</b>	<b>Achievement</b>
1	text	phrase only here	Sentence about achievement here.
2	text	phrase only here	Sentence about achievement here.
3	text	text phrase only here	Sentence about achievement here.

4	text	text phrase only here	Sentence about achievement here.
---	------	-----------------------	----------------------------------

	Column Heading	Column Heading	Column Heading	Column Heading
Row Heading	text	text	text	text
Row Heading	text	text	text	text
Row Heading	text	text	text	text

**2.3.11 Text Boxes**

Using Text Boxes

The use of text boxes should be minimized. Text boxes should be used for utilitarian, not aesthetic, reasons. In general, when used appropriately, text boxes serve to distinguish different kinds of stimulus material within an item. Text boxes are a clarifying device that can help indicate a transition from text that "tells" (e.g., "A teacher asks a fourth-grade student to read . . . ") to text that "shows" (e.g., Before reading: looks at cover illustration . . . , After reading: recalls incorrectly that the dog . . . ); the former should not appear in a box, whereas the latter should.

The following material should be placed in text boxes:

- student-produced material (e.g., journal entry, notes for an essay)
- teacher-produced material (e.g., worksheet/assignment sheet, skills checklist, notes on a blackboard)
- school-produced material (e.g., evaluation/assessment results, administrative report)
- documents used for business or administrative purposes (e.g., application form, letter, résumé)
- documents in which graphical presentation or layout is significant (e.g., table of contents, classified ad, nutritional information label)
- word problems that are not supposed to be solved

The following material should **not** be placed in text boxes:

- dialogue/transcript
- excerpts from literary and nonliterary texts
- work in progress (e.g., writer's rough draft of an essay, researcher's preliminary notes for an article)
- mathematical and scientific expressions/equations/formulas
- arguments/statements, whether mathematical or otherwise
- bulleted/numbered lists (e.g., steps in a process) that are **not** explicitly student-/ teacher-/school-produced
- scenarios
- graphics

Text Box Font and Size

All boxed text should be set in Arial 11 point, **except** when a handwriting or other font is necessary to preserve the authenticity of stimulus material. For example, in a reading miscue analysis in a reading field Times New Roman is used for the text excerpt and a handwriting font is used for the teacher's annotations (see example in section 1.1.3).

Text Box Width

- Text boxes are always created using a single table cell (do **not** use "Insert / Text box").
- Rules for text boxes are always 3/4 pt. all the way around. Table rule weights applied in a CERTS Writer RTF will not hold, so do **not** apply rule weights in CERTS Writer. Text boxes need to be created or formatted in a regular Word doc and then may be copied into CERTS Writer and manipulated as needed.
- Text boxes should not automatically be set to maximum width.
- For text that does not extend to 4.25", make box just wide enough to comfortably accommodate text.
- Default text box width is 4.25" width. For text that extends beyond 4.25", text boxes may be made wider, but see maximum image width specifications in section 2.1.5.

Text Box Spacing and Alignment

- Text left and right spacing: Standard indents are left indent of 0.13" and right indent of 0.13".
- Text top and bottom spacing: Keep one full return (with space before or after paragraph) on top of text and another at bottom of text. The return should be the same point size as the running text of an item (so 11 pt. for Arial banks).
- Text is generally left-aligned within text boxes. If bullets or numbering are used, they should not be indented beyond the regular text margin.
- Text should be set at single line spacing with no padding before or after paragraphs. To create space between lines of text or bullets, use a full return.

Example of a text box:

When Penelope woke up on Saturday morning, it was so dark that she thought that it was still nighttime.

She looked out the window at big storm clouds looming in the sky.

2.4 **Diagrams, Graphs, Charts, and Other Images**

**2.4.1 Diagrams**

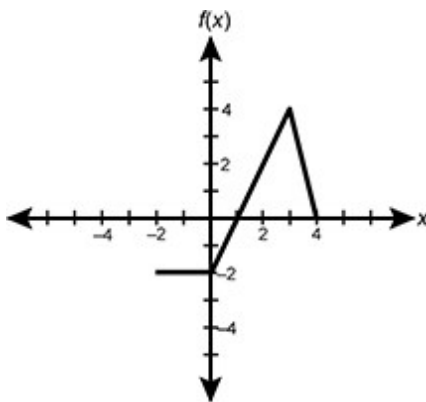
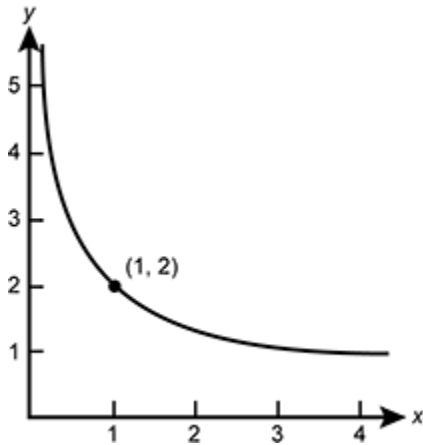
For more complex images, show processes, etc., use diagrams (plural). For example, "On the diagrams below, Diagram A shows a road map, and Diagram B is a topographic map of the same area."



### 2.4.2 Graphs

- Graph title should be bold and centered and address both axes/variables. Use 10 pt. Arial.
- 6 pts. between title and graph.
- Axis labels should be bold and centered, e.g., **Distance (m)**. Axis labels that are just variables are not bold and appear at the end of the axis (e.g.,  $x$ ,  $y$ ). Use 9 pt. Arial.
- Numbers on axes are not bold.
- Label 0 if origin represents 0.
- For gridded backgrounds, rules are 1 pt. gray.
- Shaded areas are 20% gray.

Examples of graphs:



### 2.4.3 Geometry Proofs

Geometry proofs should generally be set up as follows (see section 2.3.10, "Tables," for related formatting specifications):

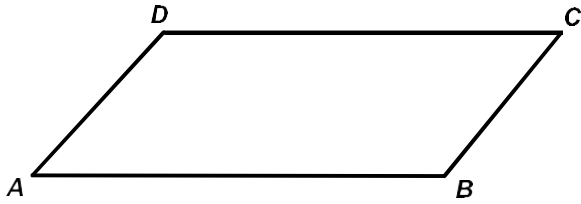
- "Given" and "Prove" text appears first (at top) in bold followed by a bold colon plus two spaces.
- Figure/graphic appears second (below or to the right of the "Given"/"Prove" text).
- "Statement" and "Reason" text appears last, in a table (below figure/graphic).
- Text boxes are **not** used to enclose all or any part of the original problem.

Example:

Use the incomplete proof below to answer the two questions that follow. Given:

Quadrilateral  $ABCD$  is a parallelogram.

Prove:  $\angle A \cong \angle C$ ;  $\angle B \cong \angle D$



Statement	Reason
1. Draw $\overline{BD}$	1. Between any two points there exists a line.
2. $\overline{BD} \cong \overline{BD}$	2. Reflexive property of equality
3.	3.
4. $\triangle ABD \cong \triangle CDB$	4.
5. $\angle A \cong \angle C$ ; $\angle B \cong \angle D$	5. Corresponding parts of congruent triangles are congruent.

Which statement and reason completes line 3?

A.

Statement	Reason
3. $\angle ADC \cong \angle CBA$ ; $\angle DAB \cong \angle DCB$	3. Definition of a parallelogram

B.

Statement	Reason
3. $\angle ABD \cong \angle BDC$ ; $\angle ADB \cong \angle CBD$	3. If two lines are parallel, alternate interior angles are congruent.

C.

Statement	Reason
3. $\triangle ADC \cong \triangle CBA$	3. SSS

D.

Statement	Reason
3. $\triangle ACD \cong \triangle CAB$	3. SAS

Which reason is missing for statement 4?

- A. SAS
- B. AAA
- C. SSS
- D. ASA

### 3 STYLE AND USAGE A TO Z

Refer to *The Chicago Manual of Style* and *Merriam-Webster's Collegiate Dictionary* for most spelling, capitalization, punctuation, and grammar rules. This section presents a few exceptions to the two sources and, for ease of reference, summary pointers for common style and usage rules.

#### Blank lines

- All blank lines for missing words/phrases (anything other than a full sentence) should be the length of 8 underscores. If followed by punctuation, there should be no space before the punctuation.
- All blank lines for missing sentences (CBT): These should be the length of 52 underscores. If the passage needs to be snagged, WP will adjust the wrapping of the blank line before snagging (i.e., at least one full line long and ending at end of line). However, note that the width of the snagged passage will depend on whether it will be presented in a full-screen or split-screen item.

#### Math and science fields (see also "Measurements" and "Numbers" below)

See the separate Math style sheets for more comprehensive guidelines for formatting technical text in math and science<sup>1</sup> fields. The following are general formatting guidelines:

- Any equations that cannot be entered in running text should be entered in Microsoft Equation. See the separate specs for Microsoft Equation.
- Use a single space before and after operation signs.  
 $1 + 2 = 3$   
 $4 \times 6 = 24$
- Insert a space after the comma in coordinates.  
 $(3, 5)$ ,  $(-6, 2)$
- Italicize all variables (but not Greek letters).  
 $w^2 + 8w$   $3x + y$
- Italicize the "f" and the "x" in  $f(x)$  equations. Note that a "hair space" is required after an italic  $f$  to prevent crashing.
- Labels for polygons, angles, lines, line segments, points, planes, chords, rays, etc., are italicized.
  - $\angle M$
  - line segment  $AB$
  - point  $A$
  - quadrilateral  $WXYZ$
- For a "measure of angle" symbol, use an italic  $m$ .  
 $m\angle ABC$

---

<sup>1</sup> "Science" includes fields with significant science content, such as Agriculture.

- Use an en dash (ALT+0150) for minus/negative signs. Note that there is no space between the en dash and the numeral when used as a negative sign, although a "hair space" is required before the number 4 to prevent crashing.

1 – 2

–2

– 4

- All text, including fractions, should be in the same font and point size as the items (11-point Arial), except in tables in which 10-point Arial is the style.

*Exception:* All Greek letters should be in Times New Roman a point larger than the Arial point size ( i.e., 12-point Times New Roman for Arial banks).

- Superscript or subscript numbers and letters should be formatted as superscripts or subscripts in the regular text font and size. If extra space is needed between a character and a superscript or subscript, add a superscripted or subscripted space.

1<sup>3</sup>

1<sub>3</sub>

1<sup>N</sup>

1<sub>N</sub>

- Do not spell out "%" in math or science problems. Note that there should be no space between the numeral and % (e.g., 100%).

## Measurements (see also "Numbers")

### *Spacing*

- For all measurements, there should be a space between the numeral and the measurement unit abbreviation (e.g., 3 Ω). *Exception:* For measurements of temperature in degrees, there should be no spaces around the degree symbol (e.g., 10°C, 50°F).
- For degrees of latitude or longitude, there should be a space between the degree symbol and the direction but **not** between the number and the degree symbol (e.g., 10° S, 30° E).

### *Hyphenation and abbreviation*

- Use hyphens with units of measure that are spelled out when they appear before the noun being modified (e.g., 40-foot fence, 20-foot-high wall). *Exception:* Don't use hyphens with units of measure that are abbreviated (e.g., 18 ft. driveway).
- For math and science fields, always abbreviate units of measurement. Do not include a period at the end of the abbreviation (e.g., 18 in, 23 m).

## Numbers (see also "Math and science fields," "Measurements," and "Time")

Numbers one through ten in the text are written as words, unless they are referring to measurements in math or science contexts, in which case numerals may be used.

### *Exceptions:*

- If numbers above and below ten are combined and refer to **like** things, use numerals. Follow this rule only for like terms; the sentence "We counted 12 different animal species in the three weeks we were there" is correct as is.
- Spell out ordinal numbers for all grade levels (e.g., first grade, twelfth grade).
- Spell out all numbers that open sentences.

- In math and science fields, generally use numerals for numbers followed by a unit of measure (e.g., 5 grams, 2 ft., 8 inches, 9°C/m) and for quantities to be used by the candidate in computations (e.g., 5 students each with 2 pencils). Avoid line breaks between numerals and units.
- Use numerals with "percent" or "percentile" (e.g., "Unemployment during the Great Depression rose to over 20 percent," "His height and weight are in the 7th percentile for boys his age").

*Other*

- Four digit numbers (i.e., 1000 to 9999) should appear *without* a comma for math and science fields and *with* a comma for non-math and non-science fields.
- Numbers greater than four digits (i.e., 10,000 and greater) should always appear *with* a comma.
- Zeros should be used to hold places to the left of the decimal point (e.g., 0.56).
- In ordered pairs, there should be a space after the comma only (e.g., [6, 7]).
- There should be no space around the colon in ratios expressed in numerals (e.g., 1:10).

**Percentages**

- "Percent" is an adverb (e.g., 10 percent of the class) or, less commonly, an adjective (e.g., a 10 percent raise). "Percentage" is the noun form (e.g., a significant percentage of her income).
- Do not spell out "%" in math or science problems. Spell out "percent" in fields other than math or science.

*Exception:* Graphics may use "percent" or "%," depending on specific circumstances.

- Use numerals with "percent" or "percentile" (e.g., "Unemployment during the Great Depression rose to over 20 percent," "His height and weight are in the 7th percentile for boys his age").

**Time**

*Spell out . . .*

- the number if using the word *o'clock* (e.g., eleven o'clock).
- the decade if the century is not included (e.g., the sixties).
- the ordinal number designating a century (e.g., nineteenth-century literature).

*Use numerals . . .*

- for numbers followed by a.m. or p.m.
- when referring to the century and decade (e.g., the 1960s).
- for numbers preceded or followed by era designations (e.g., 55 BCE).

## 4 PUNCTUATION

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### Apostrophe

- Use "straight" apostrophes, not "curly" or "smart" apostrophes.
- Don't use contractions (such as don't, can't, etc.) except if they are included in authentic student writing samples.

### Colon

Colons should be followed by two spaces in running text, and one space within a title. Whether the text after the colon begins with a lowercase or uppercase letter depends on context; see *Chicago*.

### Comma

#### *Introductory phrases*

- Don't use a comma after a preposition & date phrase (e.g., "Before 1989 only 12 states . . ."; "In December of 1960 the Legislature passed . . .") unless another numeral follows that phrase (e.g., "In 1960, 18 states . . .").
- Do use a comma after all other introductory phrases.

#### *Serial comma*

- Always add it, unless it's quoted material or a foreign language.

#### *Dates*

- Month, day, and year. Always use a comma before and after the year when the month and day are included (e.g., "November 23, 1989, is the day . . .").
- Holiday and year. Always set off the year with commas when the name of a holiday or other special day is given (e.g., "On Thanksgiving Day, 1971, we . . .").
- Month and year. Never use a comma before the year when only the month is listed with it (e.g., November 1989).

#### *E.g., etc., and i.e.*

- E.g. ("for example") and i.e. ("that is") should always follow a comma or semicolon and be followed by a comma.
- Etc. ("and other things" or "and so forth") should always follow a comma and be followed by a comma (unless it is used at the end of a sentence).

### Ellipsis points

Use three ellipsis points with one full space before and after each point, or use the ellipsis points character (ALT+0133) to prevent line breaks between points. If the break occurs after a complete sentence, there should be a period before the three ellipsis points. Note that there is only ever one space (not two) after ellipsis points, even when ending a sentence.

### Em dashes

Em dashes can be used in place of commas, parentheses, or colons to set off an explanatory statement, separate a subject from a pronoun that introduces further discussion, or split a

dependent clause from an independent one. Close up to text on both sides of the dash. Note that specs for foreign languages may be different—en dashes may be used instead of em dashes, and/or there may be a space on one or both sides of the dash.

*Example:* "The Beatles are the best band—the absolute best—in the history of the universe."

*Note:* Use ALT+0151 to enter an em dash.

### **En dashes**

En dashes are generally translated as "to" or "through" and used in number ranges. En dashes should also be used to separate references to times of day. Close up to text on both sides of the dash.

*Examples:*

"You have 15–20 guests waiting for you." "Read chapters 3–5."

"Business hours are 7:30 a.m.–5:30 p.m."

*Exceptions:* Do not use an en dash in ranges introduced by "between" or "from," as in "She plans to arrive between 9:00 and 10:00 a.m." and "She worked in publishing from 1980 to 1990."

The en dash can also be used in place of a hyphen in a compound adjective when one of its elements consists of an open compound.

*Example:* "The post–World War II years were economically prosperous for the United States."

Also note that an en dash may be appropriately used in place of an em dash in some foreign languages.

*Note:* Use ALT+0150 to enter an en dash.

### **Hyphens (see also "Measurements" in section 3)**

- Always check the field-specific style sheet before relying on *Chicago*.
- Follow the rules in *Chicago* if there is no style sheet for the field. Some general guidelines:
  - Age reference compounds are hyphenated as adjectives and as nouns (e.g., a three-year-old child, a group of 16-year-olds).
  - Use hyphens in other compound adjectives only when necessary to clarify meaning.
  - In general, do not hyphenate prefixes (e.g., co-, pre-, non-, multi-) except to avoid confusing meanings (e.g., re-sign vs. resign).

### **Quotation marks**

Use "straight" quote marks, not "curly" or "smart" quotes. *Note:* Foreign languages may have different symbols and/or conventions for quotation marks.

### **Terminal punctuation**

Periods and all other terminal punctuation should be followed by two spaces. *Exception:* Ellipsis points are always followed by only one space.



**5 NEW YORK-SPECIFIC TERMINOLOGY**

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Academic Intervention Services (AIS) behavioral intervention plan (BIP) Blind or visually impaired

Related terminology:

Functional Vision Assessment (FVA) Learning Media Assessment (LMA) Orientation and Mobility Assessment Orientation and Mobility Evaluation

orientation and mobility (O&M) skills, O&M specialist Programs and Services:

- consultant teacher services
- integrated co-teaching services
- related services
- special class

Resource Center for the Visually Impaired (RCVI) teacher of the visually impaired (TVI) Boards of Cooperative Educational Services (BOCES) Career and Technical Education (CTE)

Committee on Special Education (CSE)

co-teach

email

Data-Driven Instruction and Inquiry (DDI)

English Language Learners (all caps, formerly lowercase l's) Related terminology:

Bilingual Education program

Classrooms in which English as a New Language instruction is provided to English Language Learners who are not enrolled in a Bilingual Education program:

- Stand-alone English as a New Language class (formerly ESOL class; students enrolled in this must also be enrolled in core content-area classes)
- Integrated English as a New Language class (a content-area class, such as an elementary multiple-subject class or secondary content-area class, taught by an ESOL teacher who holds dual certification in ESOL and a content area or a content-area class that is team-taught by an ESOL teacher and a content-area teacher)

English as a New Language program (formerly English to Speakers of Other Languages [ESOL] program)

English language proficiency levels:

- entering (formerly beginner)
- emerging (formerly low intermediate)
- transitioning (formerly intermediate)
- expanding (formerly advanced)
- commanding (formerly proficient) ESOL teacher

Home Language Questionnaire (formerly Home Language Survey) Language Proficiency Team

- Starting in the 2015-16 school year, this team determines whether a student with a disability will take the statewide English language proficiency identification assessment and whether a student with a disability should be identified as an English Language Learner; the LPT must minimally include a school administrator, a teacher with ESOL certification or a Bilingual extension, the special education director or

his/her designee, and the parent/guardian; a qualified interpreter or translator of the home language of the parent/guardian must be present at every meeting.

- In 2016, the Language Proficiency Team will be replaced by the Committee on Special Education (CSE)

Newcomer English Language Learner (a student who has received English as a New Language instruction for three years or less)

Expanded Core Curriculum (ECC) functional behavioral assessment (FBA)  
home language [not primary language, native language] individual evaluation process  
individualized education program (IEP) New York Dignity for All Students Act

New York Safe Schools Against Violence in Education (SAVE) Act

New York State P–12 Common Core Learning Standards

Regents diploma, Regents diploma with advanced designation Regents Exam(s)  
school counselor

Science, Technology, Engineering, and Mathematics (STEM)

student with inconsistent/interrupted formal education (SIFE) (formerly, student with interrupted formal education)

Web site

**Attachment B: Item Bank Inventory**

<b>Current Inventory in Item Bank as of February 2020</b>			
Field	Selected-Response Item	Constructed-Response Item	Technology Enhanced Item
AGRICULTURE	166	9	
AMERICAN SIGN LANGUAGE	113	4	
BIOLOGY	189	12	2
BLIND & VISUALLY IMPAIRED	118	22	
BUSINESS AND MARKETING	204	9	
CHEMISTRY	183	12	4
DANCE	158	7	
DEAF AND HARD OF HEARING	185	8	
EARTH SCIENCE	210	12	3
EAS	188	34	
EDUCATIONAL TECH. SPEC.	199	9	
ENGLISH	290	15	
ESOL	245	10	
FAMILY & CONSUMER SCIENCES	162	8	
FRENCH CST	160	27	
GERMAN CST	130	17	
GIFTED EDUCATION	189	8	
GREEK CST	125	15	
HEALTH EDUCATION	317	11	
ITALIAN CST	120	18	
JAPANESE CST	95	17	
LATIN CST	125	13	
LIBRARY MEDIA SPECIALIST	203	9	
LITERACY	320	15	
MANDARIN CST	115	17	
MATHEMATICS	328	15	
MS 1-6 Part One Lit/ELA	146	16	
MS 1-6 Part Two Math	140	17	
MS 5-9 Part One Lit/ELA	144	18	
MS 5-9 Part Two Math	146	17	
MS 7-12 Part One Lit/ELA	142	12	
MS 7-12 Part Two Math	146	15	
MS B-2 Part One Lit/ELA	139	17	
MS B-2 Part Two Math	150	12	
MS Part Three Arts & Sci	141		
MUSIC	199	10	
PHYSICAL EDUCATION	233	12	

PHYSICS	192	8	11
Rev. SBL 1	130	27	
Rev. SBL 2	57	60	
RUSSIAN CST	110	17	
SOCIAL STUDIES	324	14	
SPANISH CST	180	30	
STUDENTS WITH DISABILITIES	318	16	
TECHNOLOGY EDUCATION	168	9	
THEATER	136	6	
VISUAL ARTS	186	10	

## **Attachment C: Non-Disclosure Agreement**

### **New York State Education Department Office of State Assessment**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Examination Title(s): \_\_\_\_\_

Type of work to be performed: \_\_\_\_\_

Date(s) of work to be performed: \_\_\_\_\_

The purpose of all New York State assessments is to provide a fair and equitable assessment system that reliably measures the State learning standards. The expert opinions of consultants, educational organizations, and test development companies are vital to guiding our continuing efforts to develop fair, valid, and reliable State assessments that measure what each student knows and can do. Because you will have access to secure and/or confidential materials as part of your participation in the test development process, you also have the responsibility to assist the Office of Assessment Policy, Development and Administration (OSA) in ensuring the security and confidentiality of these materials. Therefore, by signing this agreement, you agree to abide by the following security restrictions and ownership provisions. Please retain a copy of this non-disclosure agreement for your records.

### **Secure and Confidential Information**

I acknowledge that information provided by OSA or developed by me or my organization related to the work described above includes secure and confidential information that is the property of the New York State Education Department (NYSED) or its contractor. I acknowledge that such secure and confidential information includes many items, including but not limited to the following information types:

- a) all oral or written information in draft or final form relating to the development, review and/or scoring of a New York State Assessment, including operational tests, field tests, and pretests;
- b) all test items or test forms, whether in draft or final form, prior to public release by the Department;
- c) all test data and statistical analyses, whether provided to me by OSA or developed by me or my organization, prior to public release by the Department;
- d) any reports, prior to public release by the Department;

- e) the results of any analyses or studies, whether provided to me by OSA or developed by me or my organization, prior to public release by the Department;
- f) any individual student data or information; and
- g) any other confidential information that has not been made available to the general public by the Department.

\*\*\*\*\*

By signing this agreement, I agree to maintain and honor the security of test materials, test data, and confidential student information and to abide by the following security restrictions:

- 1) I agree not to disclose any secure or confidential materials, including test questions, test data, individual student information, or technical reports, whether in draft or final form, to anyone other than OSA staff or other person(s) participating in the work described above, unless specifically authorized to do so by OSA. I also agree not to disclose such materials to any Department staff other than OSA staff without the prior permission of OSA.
- 2) If I am responsible for supervising other staff or subcontractors, I agree to limit the access and use of secure and confidential materials to only those individuals who have a legitimate need to access such materials in order to perform the work described above.
- 3) I agree to provide appropriate training, guidance, and oversight to any staff or subcontractors under my supervision who may work with secure or confidential materials in order to maintain the security of such materials.
- 4) I agree to follow all guidelines and instructions provided by OSA regarding the transfer of the secure and confidential materials in my possession. Such transfer may include secure electronic transfer using encrypted files, shipment of materials using a carrier with ground tracking capabilities, and/or the use of locked boxes when shipping. At no time will I transfer or store any secure and confidential materials in a location other a secure area within my organization's facility without the authorization of OSA.
- 5) Upon completion of the work described above, I agree to securely store, destroy, or return all secure and confidential materials provided to or prepared by me, including all copies thereof and all notes prepared by me, in accordance with the instructions given to me by OSA.
- 6) I understand that secure and confidential materials are not to be copied or duplicated in any way, shared with or discussed with anyone other than OSA staff or other person(s) participating in the work described above, unless specifically authorized to do so by OSA.
- 7) I agree to immediately report to OSA if I learn of or suspect any potential misuse of secure and confidential information.

**Ownership and Return of Secure Test Materials and Test Data**

All secure test materials and test data are the property of the Department, or its contractor, including all materials prepared by me in the course of my participation in the work described above. All such materials prepared by me are being commissioned by the Department and shall be works made for hire as defined by the United States Copyright Law. In the event that such materials prepared by me are deemed not to be works made for hire, I hereby assign to the Department any and all right, title and interest I may have, including but not limited to any copyright, in the work commissioned by the Department.

I, \_\_\_\_\_, have read the non-disclosure agreement above and agree to abide by the security restrictions and ownership provisions described herein.

Signature: \_\_\_\_\_

Please Print:

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

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

Telephone: (\_\_\_\_\_) \_\_\_\_\_

E-mail: \_\_\_\_\_

## **Attachment D: Specifications for Contractor/Subcontractor Transcribing Braille**

1. The contractor/subcontractor must be certified by the National Library Service for the Blind and Physically Handicapped, Library of Congress (NLS), in literary braille transcribing, under the rules of Unified English Braille (UEB).
2. The contractor is required to provide UEB for literary braille transcriptions and mathematic transcriptions under the rules of Nemeth Code for Mathematics and Scientific Notation, adhering to all current braille codes, guidelines, and standards provided by the Braille Authority of North America (BANA) for all countries using English Braille.
3. Original transcriptions must be checked thoroughly and proofread by a reviewer, and discrepancies resolved before submission to NYSED.
4. The contractor must provide a method for producing tactile graphics that are well suited for the sense of touch for students who use Braille editions.
5. Tests and related materials must be transcribed into Braille text and raised-line graphics for illustrations in their entirety, including all labeled items on tactile graphics (maps, graphs, diagrams, charts, and tables).
6. If the contractor/subcontractor is going to be using interpoint (Braille on both sides of the paper), the contractor/subcontractor must use paper of a sufficient quality that will prevent the Braille from pressing through and allow for maximum embossing quality.
7. If a tactile graphic (maps, graphs, diagrams, charts, and tables) contains information that does not fit within the constraints of a standard Braille page (11 inches by 11.5 inches), then foldouts must be used to create these graphics.
8. If a tactile graphic has information that cannot fit in the constraints of the BANA codes for tactile graphics due to the amount of space Braille takes up, the contractor/subcontractor must obtain NYSED's prior approval to change, modify, or eliminate information contained in the printed copy.
9. The contractor must adhere to the Security Guidelines for the New York State Assessment Program ([Attachment G](#)) in working with its Braille subcontractor.
10. All materials will be transcribed into grade II (contracted) Braille, unless otherwise specified by NYSED.
11. Since the items on the tests are often graphics based, some adaptations and adjustments to various items may be required. This tends to occur more often with Mathematics tests than with English Language Arts tests. Any suggestions for adapting these items to make them more accessible and able to be transcribed into Braille more efficiently should be discussed with NYSED prior to beginning transcription.
12. The exclusion and/or prorating of items from the Braille edition of these tests are prohibited.



## **Attachment E: Guidelines for Large-Type Print Editions**

1. The typeface, size and spacing should be standardized on all tests, including print contained in charts, graphs, maps, tables and other graphics and visual stimuli, using a serif-free typeface.
2. Base text size will be 18 pt., with headings and subheadings that are proportionately larger.
3. A sans serif font, such as Helvetica, should be used (New Century Schoolbook, New Caledonia).
4. Minimal use of parentheses, italics, underlining, and boldface in text.
5. Spacing between lines of print is at least 1.25 spaces.
6. Paragraphs are block-style with no indentation. The left margin should be justified, and the right-hand margin should not be justified (“flush left”/“ragged right”).
7. Pages should be single-column, with one-inch margins.
8. Words should not be allowed to break across lines.
9. Type should be solid black with no shades of gray printed on white, ivory, cream or yellow paper with a dull finish so as not to promote glare.
10. Avoid text used over a background design or other graphical material.
11. Graphics should not only be enlarged but maintain strong contrast and clarity. Graphics should be modified to eliminate or minimize gray shades and fills, increase contrast, and enlarge type.
12. Graphics for Math items that require measurement with a ruler cannot be enlarged.
13. High-quality black line art should be used instead of grayscale or shaded drawings.
14. Page layouts should keep any referenced art together on a spread with the related questions (to avoid flipping).
15. Artist credits and other copyright information that typically appear right below graphics, illustrations and other visual stimuli shall be moved to a clearly delineated section at the bottom of the page or to an appendix whenever it is determined that such material is not relevant to the student’s understanding of the item itself.
16. If staple binding is utilized, staples shall be placed along the spine side (instead of at the upper left corner). This will make it easier for students to manipulate the pages and to maintain continuity.

**Attachment F: New York State Teacher Certification Examinations - Number of Examinations Taken by Candidates Statewide**

<b>Examination</b>	<b>Number of Examinees September 1, 2018 - August 31, 2019</b>
AGRICULTURE	15
AMERICAN SIGN LANGUAGE	11
ASSESSMENT OF TEACHING ASSISTANT SKILLS	11,157
BEA - ALBANIAN	2
BEA - ARABIC	12
BEA - BENGALI	3
BEA - CANTONESE	5
BEA - FRENCH	10
BEA - GREEK	2
BEA - HAITIAN CREOLE	8
BEA - HEBREW	15
BEA - HINDI	2
BEA - ITALIAN	7
BEA - JAPANESE	2
BEA - KOREAN	7
BEA - MANDARIN	78
BEA - POLISH	5
BEA - PORTUGUESE	2
BEA - PUNJABI	2
BEA - RUSSIAN	22
BEA - SERBO-CROATIAN	1
BEA - SPANISH	673
BEA - TAGALOG	1
BEA - TURKISH	1
BEA - URDU	5
BEA - YIDDISH	148
BIOLOGY	441
BLIND & VISUALLY IMPAIRED	29
BUSINESS AND MARKETING	97
CHEMISTRY	189
CQST	131
DANCE	59

<b>Examination</b>	<b>Number of Examinees September 1, 2018 - August 31, 2019</b>
DEAF AND HARD OF HEARING	36
EARTH SCIENCE	148
EAS	16,264
EDUCATIONAL TECH. SPEC.	78
ENGLISH	1085
ESOL	1046
FAMILY & CONSUMER SCIENCES	44
FRENCH CST	46
GERMAN CST	8
GIFTED EDUCATION	56
GREEK CST	1
HEALTH EDUCATION	188
ITALIAN CST	13
JAPANESE CST	1
LATIN CST	10
LIBRARY MEDIA SPECIALIST	127
LITERACY	711
MANDARIN CST	64
MATHEMATICS	896
MS 1-6 Part One Lit/ELA	5674
MS 1-6 Part Two Math	5882
MS 5-9 Part One Lit/ELA	254
MS 5-9 Part Two Math	280
MS 7-12 Part One Lit/ELA	2313
MS 7-12 Part Two Math	2371
MS B-2 Part One Lit/ELA	3609
MS B-2 Part Two Math	4071
MS Part Three Arts & Sci	8734
MUSIC	444
PHYSICAL EDUCATION	593
PHYSICS	84
RUSSIAN CST	1
SOCIAL STUDIES	930
SPANISH CST	198
STUDENTS WITH DISABILITIES	5234
TECHNOLOGY EDUCATION	59
THEATRE	51
VISUAL ARTS	357

<b>Examination</b>	<b>Number of Examinees September 1, 2018 - August 31, 2019</b>
Rev. SBL 1	2187
Rev. SBL 2	2055
School District Business Leader I	49
School District Business Leader II	54
School District Leader I	1404
School District Leader II	1397

## **Attachment G: Security Guidelines for the New York State Assessment Program**

1. Staff of NYSED and of contractors working with the Office of State Assessment who are responsible for transporting, receiving, or handling secure test materials or confidential data, distributing such materials to consultants, work groups, and committees, and/or coordinating and overseeing related activities with consultants must be provided appropriate guidance to convey the importance of maintaining the security of materials.
2. Secure test materials and data must either be under the direct physical control of authorized NYSED personnel or their designated consultants or contractor personnel or in a secure storage area, which is inaccessible to other than authorized staff, always. Materials may never be left at a vacant desk, in an unattended conference room, or in an unattended hotel conference room.
3. Contractors must discuss with their NYSED contact person and receive prior approval of arrangements for delivery and storage of secure materials to locations other than NYSED or the contractor's place of business.
4. Contractors must plan for the secure destruction of any secure materials used during the contract process of which they wish to dispose.
5. The contractor's security procedures will include shipment of all secure materials needed for test development activities to test development sites in NYSED's locked boxes. The locked containers will be provided to the contractor by NYSED. When shipping of all non-secure test materials, the contractor must use a carrier with ground-tracking capability, to test centers and to NYSED, whenever shipment of printed materials is necessary. The contractor may not utilize electronic transfer to ship individual student information or any secure test materials, unless as authorized by NYSED on a case-by-case basis. Electronic transfer includes transfer via e-mail, Internet, or facsimile (FAX).
6. Secure materials may never be emailed or faxed. If there appears to be a compelling reason to do so, prior approval must be obtained in writing from the NYSED Office of State Assessment.
7. The contractor will host and maintain a secure file transfer protocol (SFTP) site as a means of file transfer. Access to the New York State test information on the site must be limited to the contractor and NYSED unless further sharing with other parties is authorized in writing by NYSED.
8. Photocopying of secure or confidential material must be undertaken with care. Paper jams may result in paper containing secure or confidential materials being lodged in the copier and later discovered by another user. Extreme caution must be used. The contractor's plan for photocopying must be approved by NYSED.

9. The contractor will require all staff and consultants who review secure materials, including but not limited to secure test questions, scoring materials, and related materials that reference secure test questions, or confidential data, must sign a Non-Disclosure Agreement (NDA) to be provided by NYSED. The contractor must retain the signed forms for at least one year beyond the end date of the contract, and promptly submit the signed forms to NYSED upon request.