

# REQUEST FOR PROPOSAL (RFP)

RFP 15-008

## NEW YORK STATE EDUCATION DEPARTMENT

### **Title: Continuing the Development of State Assessments in Elementary– and Intermediate–Level English Language Arts (ELA) and Mathematics Measuring the Common Core State Standards**

The New York State Education Department (NYSED) is seeking proposals to continue the development of tests in English Language Arts (ELA) and Mathematics in Grades 3, 4, 5, 6, 7, and 8 for multiple school years as defined in this RFP. The requested services include conducting field testing using both stand-alone field tests and items embedded within the operational tests, scoring the field tests, developing all operational test forms, ancillary materials, and scoring materials, and performing all analysis and research. Test development will start in July 2015 with the creation of field tests for administration in the 2015–16 school year and operational tests beginning in the 2015–16 school year. Bidders must bid on both content areas, ELA and Mathematics, and all requested grade levels.

Eligible bidders may be either for-profit or not-for-profit entities, including large testing companies, consultants and/or educational organizations with demonstrated capacity to complete all required services. Bidders must have experience working with the development and administration of print based and computer based large-scale assessments and educational measurement, including test development, scoring, scaling and equating, data analysis, standard setting, technical reporting, and computer based testing.

Subcontracting is limited to 30% of the annual contract budget. NYSED reserves the right to approve all subcontractors. Subcontracting is defined as non-employee, direct, personal services and related incidental expenses, including travel.

Bidders are required to comply with NYSED's Minority and Women-Owned Business Enterprises (M/WBE) participation goals for this RFP through one of three methods. Compliance methods are discussed in detail in the Minority/Women-Owned Business Enterprise (M/WBE) Participation Goals section below.

The services described in this RFP are divided into two components. Bidders are required to submit a technical proposal that clearly delineates the vendor's plan for providing the services required in Component 1 separately from its plan for providing the additional services required in Component 2. Bidders are also required to submit costs for both components as shown in the two schedules of deliverables in Section 6 of this RFP. Following the scoring of the technical and cost proposals submitted for Components 1 and 2, NYSED will make a determination, based on available funding, whether to award a contract including both Components 1 and 2 to the bidder who received the highest total score. If it is determined that the cost of the highest ranked proposal for Components 1 and 2 combined is above the amount of funding available, then a second ranking will be completed using the portion of the technical and cost proposals submitted for Component 1 only. Please see the section on Method of Award for additional information.

Component 1 is for the development of Grades 3–8 ELA and Mathematics Tests and an operational test item bank with development of new test items dependent primarily on stand-alone field tests. In this component, the vendor will construct four forms for each of the ELA multiple-choice test book 1s

and Math multiple-choice test book 1s and 2s for the operational tests. All of the operational test booklets will be printed and disseminated by NYSED. Component 2 is for the development of Computer Based Testing (CBT) capabilities for administration of Grades 3–8 ELA and Grades 3–8 Mathematics Tests. If Component 2 is implemented, the vendor will continue to execute all aspects of Component 1, unless otherwise specified, in addition to all aspects of Component 2. For Component 2 the vendor must provide system-agnostic test administration and test delivery platforms that can be used by computers at New York State's 4,000+ public, nonpublic and charter schools to administer the tests. In Component 2, the vendor will move toward embedding all future multiple-choice items in approximately 22-28 computer delivered operational test forms per grade/subject. The printing and dissemination of the operational tests, for those schools choosing to continue to administer the tests with printed test forms will be performed by NYSED.

The contract resulting from this RFP will be for a single award with a term of five years and four months. The contract will begin on approximately July 1, 2015 and end on October 31, 2020. Bidders should refer to the Mandatory Requirements section of this RFP and to the Schedule of Deliverables located in Section 6.) Submission Documents, when preparing their proposals. Bidders must adhere to all Mandatory Requirements and perform all required deliverables.

### **New York State's Transition from Paper Based Tests (PBT) to CBT**

NYSED is moving toward CBT, and one intent of this project is to begin statewide large-scale operational testing through a voluntary shift from PBT to CBT administration.

The vendor must provide the technical specifications for their proposed approach to delivering and scoring tests by computer. This must include the following:

- Minimum specifications for the computers on which the test is delivered;
- Minimum specifications for any administrative computer associated with the computers on which the test is delivered (if applicable);
- Minimum specifications for the networking associated with any computers involved in the delivery of tests (if applicable); and,
- Minimum infrastructure specifications for Internet, printing, and any other applicable requirements involved in the delivery of the tests.
- Minimum infrastructure specifications for vendor-based distributed scoring platform.

It will be at the discretion of the local school and school district whether each school will administer the tests by paper or computer, so the vendor must be prepared to provide CBTs to schools within every local school district. Because this will be the first time a statewide NYS K-12 testing program will be available for administration using a CBT delivery system, it is not known what percentage of schools will initially choose to use the CBT system. However, it is anticipated that the percentage of schools and test-takers within those schools taking the CBT will increase each school year of this contract. Some schools and individual test-takers may continue to use PBTs, due to lack of school capacity or individual student needs. The vendor must be flexible and prepared for the tests to be administered by schools via both PBT and CBT in unknown proportions.

It will be at the discretion of each school and revisable annually, as to whether they will administer by paper or computer or both. For the 2015-16 school year, schools will have the option of administering the stand-alone field tests (SAFTs) by CBT or PBT but all administrations of the operational tests will be by PBT. For all subsequent school years of this contract, schools will have the option of administering the operational tests as well as the SAFTs by either CBT or PBT. For tests administered by computer, the vendor must ensure that the test administration and test delivery

platforms are compatible with the existing computers and infrastructure most often available in New York State's schools. See Attachment N for details on the minimum technical specifications for devices to be used for CBT.

**Mandatory Requirements**

The eligible bidder must agree to the Mandatory Requirements found below and submit the Mandatory Requirements Certification Form located in **Package B, Technical Proposal, section 6.) Proposal Submission Packages A-E**, signed by an authorized person. If the bidder's proposal fails to meet any of these mandatory requirements, it will be disqualified.

1. Bidders must bid on all aspects of both Component 1 and 2 for both ELA and Mathematics Tests as described in this RFP for all years listed.
2. Bidders that wish to identify proprietary information considered confidential must submit the "Request for Exemption from Disclosure Pursuant to the Freedom of Information Law" located in **Package A, Submission Documents, section 6.) Proposal Submission Document Packages A-E**. The basis for such confidentiality must be specifically set forth on this form.
3. Bidders must identify two fulltime program managers or one fulltime overall program manager and one fulltime assistant program manager for the contract resulting from this RFP, neither of whom may have primary responsibility for any large scale testing program in another state or with a consortium serving multiple states. The program managers must each have a Bachelor's Degree or above and are to be the central points of contact with NYSED for this contract resulting from this RFP.
4. The vendor must identify and maintain a full staff consisting of a minimum of three Mathematics content specialists, one each for Grades 3–4, 5–6, and 7–8, and three ELA content specialists, one each for Grades 3–4, 5–6, and 7–8 for a total of six content specialists, and at least one development supervisor for the duration of the contract.
5. All activities proposed by the vendor must receive prior approval from NYSED.
6. All materials must be held strictly confidential and must not be copied, duplicated, or disseminated by any manner or discussed with anyone except as authorized by NYSED.

**Components contained in RFP # 15-008 are as follows:**

1. Description of Services to be Performed
2. Proposal Submission
3. Evaluation Criteria and Method of Award
4. Assurances
5. Attachments
6. Proposal Submission Packages A-E

Questions regarding the request must be submitted by E-mail to [AssessmentRFP@nysed.gov](mailto:AssessmentRFP@nysed.gov) no later than the close of business March 2, 2015. 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/comcontracts/comcontracts.html> no later than March 13, 2015.

<b><u>Program Matters</u></b>	<b><u>Fiscal Matters</u></b>	<b><u>M/WBE Matters</u></b>
Victoria Mahar	Jessica Hartjen	Joan Ramsey
Email Address: <a href="mailto:AssessmentRFP@nysed.gov">AssessmentRFP@nysed.gov</a>		

The following proposal submission packages must be submitted in separately sealed envelopes as detailed in the Proposal Submission section of this RFP no later than **April 2, 2015 by 3:00 p.m.**

1. Submission Documents labeled: **Submission Documents - RFP #15-008 Do Not Open**
2. Technical Proposal—Eight (8) copies (one bearing an original signature) – Submitted in a sealed envelope labeled **Technical Proposal - RFP# 15-008 Do Not Open**
3. Cost Proposal—Three (3) copies (one bearing an original signature) - Submitted in a separate sealed envelope labeled **Cost Proposal - RFP # 15-008 Do Not Open**
4. M/WBE Documents—Three (3) copies (one bearing an original signature) for each component in a separate sealed envelope labeled **M/WBE Documents - RFP # 15-008 Do Not Open.**
5. CD-ROMs—Two (2) copies each containing technical/cost proposal, M/WBE and Submission Documents labeled: **CD-ROM– RFP #15-008 Do Not Open**

The mailing address for all of the above documentation is:

NYS Education Department  
Contract Administration Unit  
Attention: Jessica Hartjen, RFP # 15-008  
89 Washington Avenue, Room 503W EB  
Albany, NY 12234

**(Facsimile copies of the proposals are NOT acceptable)**

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

For purposes of this procurement, NYS Education Department hereby establishes an overall goal of 20% of the total contract amount for M/WBE participation, 12% for Minority-Owned Business Enterprises (“MBE”) participation and 8% for Women-Owned Business Enterprises (“WBE”) participation based on the current availability of qualified MBEs and WBEs. All bidders must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of this Contract. Minority and Women-Owned Business Enterprise (M/WBE) participation includes any and all services, materials or supplies purchased from New York State certified minority and women-owned firms. Utilization of certified Minority and Women-Owned firms will be applied toward the goals. Bidders can achieve compliance with NYSED’s Minority and Women-Owned Business Enterprise goals as described below.

#### **Achieve Full Compliance with Participation Goals (Preferred)**

Bidders should submit subcontracting/supplier forms that meet or exceed NYSED’s participation goals for this procurement. All subcontracting/supplier forms must be submitted with the bid proposal. In addition, bidders must complete and submit **M/WBE 100: Utilization Plan**, **M/WBE 102: Notice of Intent to Participate** and **EEO 100: Staffing Plan**. Instructions and copies of these forms are located in the Submission Documents. All firms utilized must be certified with the NYS Division of Minority and Women Business Development before beginning any work on this contract. For additional information and a listing of currently certified M/WBEs, see <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=468>.

The contact person on M/WBE matters is available throughout the application and procurement process to assist bidders in meeting the M/WBE goals. NYSED reserves the right to approve the

addition or deletion of subcontractors or suppliers to enable bidders to comply with the M/WBE goals, provided such addition or deletion does not impact the technical proposal and/or increase the total cost of the bid proposal.

## **Documentation of Good Faith Efforts**

Bidders must undertake a good faith effort to solicit NYS Certified M/WBE firms as subcontractors and/or suppliers in fulfillment of this procurement. Means of solicitation may include but are not limited to: advertisements in minority centered publications; solicitation of vendors found in the NYS Directory of Certified Minority and Women-Owned Business Enterprises (<http://www.esd.ny.gov/MWBE/directorySearch.html>); and the solicitation of minority and women-oriented trade and labor organizations. Bidders will be required to certify and attest to their good faith efforts by completing NYSED's Certification of Good Faith Efforts (Form **M/WBE 105**). See the M/WBE Submission Documents for detailed examples of and required forms to document good faith efforts.

NYSED reserves the right to reject any bid for failure to document "good faith efforts" to comply with the stated M/WBE goals.

**In the event bidders cannot comply with NYSED designated participation goals, said bidders must document their "Good Faith Efforts" to comply and submit one of the following requests:**

### **Request a Partial Waiver of Participation Goals**

In order to request a partial waiver of the participation goals for this procurement, Bidders must provide documentation of their good faith efforts to obtain the use of certified M/WBE enterprises along with their bid proposal forms. The subcontracting forms must include the participation percentage(s) for which they seek approval. Bidders will be required to certify and attest to their good faith efforts. Bidders should submit a request for a partial waiver (Form **M/WBE 101**) and document their Good Faith Efforts (Form **M/WBE 105**) at the same time as the bid is submitted. Bidders must also complete and submit **M/WBE 100: Utilization Plan**, **M/WBE 102: Notice of Intent to Participate** and **EEO 100: Staffing Plan**. The M/WBE Coordinator is available throughout the procurement process to assist in all areas of M/WBE compliance.

### **Request a Complete Waiver of Participation Goals**

In order to request a complete waiver of the participation goals for this procurement, Bidders must provide documentation of their Good Faith Efforts to obtain the use of certified M/WBE enterprises along with their bid proposal forms. Bidders will be required to certify and attest to their good faith efforts. Bidders should submit a request for a complete waiver on Form **M/WBE 101** and document their Good Faith Efforts (Form **M/WBE 105**) at the same time as they submit their bid. The M/WBE Coordinator is available throughout the procurement process to assist in all areas of M/WBE compliance.

All payments to Minority and Women-Owned Business Enterprise subcontractor(s) must be reported to NYSED M/WBE Program Unit using **M/WBE 103** Quarterly M/WBE Compliance Report. This report must be submitted on a quarterly basis and can be found at [www.oms.nysed.gov/fiscal/MWBE/forms.html](http://www.oms.nysed.gov/fiscal/MWBE/forms.html).

# TABLE OF CONTENTS

New York State’s Transition From PBT to CBT .....	2
Mandatory Requirements.....	3
1) DESCRIPTION OF SERVICES TO BE PERFORMED.....	9
Glossary of Terms and Acronyms Used in this RFP .....	9
Project Description and Deliverables .....	9
Background Information .....	9
Test Administration Schedule.....	10
Test Development Requirements .....	12
English Language Arts.....	13
Common Core English Language Arts Test Design .....	13
Passages on ELA Tests .....	15
Requests for Permission .....	16
External Test Blueprints.....	16
Items on ELA Tests .....	17
Question Formats.....	17
Multiple-Choice Questions.....	17
Writing from Sources .....	17
Short-Response Questions.....	17
Extended-Response Questions.....	18
Item Specifications .....	18
Mathematics.....	20
Mathematics Test Design.....	20
Question Formats for Mathematics Tests.....	21
Multiple-Choice Questions .....	21
Short-Response Questions.....	21
Extended-Response Questions .....	21
Item Specifications.....	21
Content Emphases.....	22
Sequencing .....	22
External Test Blueprints.....	29
Internal Test Blueprints for ELA and Mathematics.....	30
Test Development Process for ELA and Mathematics.....	32
Staffing Requirements for ELA and Mathematics.....	32
For all field testing .....	33
For the stand-alone field tests .....	34
For the paper based embedded field tests MC questions .....	36
Field Test Sample Design .....	37
Component 2: Computer-Based Field Testing .....	37
Analysis of Field Tests .....	37
Field Test Technical Report.....	38
Educator Committees.....	38
Liquidated Damages Related to Passage Selection and Item Development.....	39
Item Banking .....	40
Operational Test Administration .....	40
Operational Forms Preparation .....	40
Translations of Math Tests and Liquidated Damages Related to Translations.....	42

For Component 2 Only: Comparability of Testing Modes.....	43
Local Scoring of Operational Tests .....	43
Scoring Materials for Operational Test Constructed-Response Items.....	45
Updating of the Educator Guides .....	44
Forms Scaling and Equating .....	45
Operational Test Technical Report.....	46
Standard Setting .....	46
Performance Level Descriptors.....	47
External Benchmark Data Analysis.....	47
Component 2: Computer Based Testing and Scoring .....	47
Computer Based Test Forms .....	48
Testing System Specifications .....	48
User Interface .....	50
Administrative System .....	51
System Monitoring and Reporting.....	51
System Availability, Maintenance, and Updates .....	52
Readiness Verification Process .....	53
Online Practice Tests.....	53
Training and Technical Support .....	53
Program Management.....	54
Program Manager Requirements .....	55
Program Manager Duties .....	55
Notification Procedures.....	546
NYSED Approval .....	56
Security.....	57
Qualifications and References .....	57
Contract Period.....	58
Terms and Conditions.....	58
Cooperation with Other Contractors .....	59
Considerations and Other Issues .....	59
Electronic Processing of Payments .....	59
Subcontracting.....	59
MWBE Opportunities.....	60
<b>2) PROPOSAL SUBMISSION.....</b>	<b>633</b>
Project Submission .....	63
Technical Proposal for Component 1 .....	63
Technical Proposal for Component 2 .....	65
Cost Proposal.....	67
M/WBE Documents .....	68
<b>3) EVALUATION CRITERIA AND METHOD OF AWARD .....</b>	<b>69</b>
Criteria for Evaluating Bids .....	69
Technical Criteria for Component 1.....	69
Technical Criteria for Component 2.....	69
Financial Criteria .....	69
Method of Award.....	70
NYSED’s Reservation of Rights .....	71
Post Selection Procedures .....	71
Debriefing Procedures .....	72

Contract Award Protest Procedures .....	72
Vendor Responsibility .....	72
Subcontractors .....	73
Procurement Lobbying Law .....	73
Consultant Disclosure Legislation.....	74
Public Officer’s Law Section 73 .....	74
NYSED Substitute Form W-9 .....	75
Workers’ Compensation Coverage and Debarment .....	75
Proof of Coverage Requirements .....	76
Proof of Workers’ Compensation Coverage .....	76
Proof of Disability Benefits Coverage .....	76
Sales and Compensating Use Tax Certification.....	77
4) ASSURANCES .....	78
State of New York Agreement .....	79
Appendix A: Standard Clauses for NYS Contracts .....	81
Appendix A-1 .....	87
Appendix R: Data Security and Privacy Plan Provisions .....	91
Appendix S:Parents' Bill of Rights for Data Privacy and Security.....	94
Appendix S-1: Attachment to Parents' Bill of Rights for Certain Contracts Involving Disclosure of Certain Personally Identifiable Information.....	104
5) ATTACHMENTS.....	105
Attachment A: Specifications for Large Type.....	105
Attachment B: Specifications for Contractor/Subcontractor Transcribing Braille .....	106
Attachment C: Security Guidelines for the NYS Assessment Program.....	107
Attachment D: Non-Disclosure Agreement .....	108
Attachment E: Educator Committees.....	111
Attachment F: Technical Manual Outline for New York State Assessments.....	113
Attachment G: Grades 3-8 Test Development Process .....	115
Attachment H: Passage Development .....	116
Attachment I: Item Development.....	118
Attachment J: Passage Review Criteria.....	142
Attachment J1: Draft Enhanced Review Criteria for Passages Intended for Use with Grade 6 ELA Multiple-Choice Items .....	147
Attachment J2: Draft Enhanced Review Criteria for Passages Intended for Use with Grade 6 ELA Constructed-Response Items .....	170
Attachment K: Review Criteria for Potential Grades 3-5 and 6-8 ELA Items.....	194
Attachment K1: Draft Enhanced Review Criteria for Potential Grade 6 ELA Items .....	218
Attachment L: Review Criteria for Potential Grades 3-8 Math Items .....	225
Attachment M: Draft Enhanced Internal Blueprint for Grade 6 ELA .....	231
Attachment N: - Minimum Technical Requirements for Computer Devices to be Used by Schools for CBT.....	233
6) PROPOSAL SUBMISSION DOCUMENT PACKAGES A - E .....	234
Package A - Submission Documents.....	235
Package B - Technical Proposal.....	252
Package C - Cost Proposal .....	253
Package D - M/WBE Documents.....	318
Package E - CD-ROM .....	327

## 1) DESCRIPTION OF SERVICES TO BE PERFORMED

This section of the bid package details the services and products to be acquired. 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.

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

<b>Term</b>	<b>Description</b>
BOCES	Board of Cooperative Educational Services
CAU	NYSED's Contract Administration Unit
CBT	Computer-Based Test
CCSS	Common Core State Standards
CR	Constructed Response
Department	New York State Education Department
MC	Multiple-Choice
M/WBE	Minority and Women-Owned Business Enterprise
NYSED	New York State Education Department
NYSUT	New York State United Teachers
OSA	NYSED's Office of State Assessment
PBT	Paper-Based Test
RFP	Request for Proposal
RIC	Regional Information Center
SAFT	Stand-alone Field Test
SAM	School Administrator's Manual

### **Project Description and Deliverables**

#### **Background Information**

The New York State Board of Regents, which is responsible for setting educational policy and standards, has adopted learning standards in seven curricular areas: Mathematics, Science, and Technology; English Language Arts; The Arts; Languages Other Than English; Health, Physical Education, Family and Consumer Sciences; Social Studies; and Career Development and Occupational Studies. These standards are the foundation for a rigorous system of assessments designed to:

- evaluate the achievement of the knowledge and skills delineated by the learning standards and their constituent key ideas and performance indicators;
- provide information that helps teachers adapt instruction to students' strengths and needs;
- provide useful information to students, parents, educators, and the general public about what students know and can do; and
- serve as the basic source of data for a rigorous school, district, and State accountability system.

In 2010, the Board of Regents adopted the Common Core State Standards (CCSS) in English Language Arts & Literacy and in Mathematics. (Please see <http://www.corestandards.org/the-standards> for more information.) Beginning in the 2012-13 school year, the NYS Grades 3-8 Tests in ELA and Mathematics measure the CCSS. Educator Guides and Item Maps for these tests as well as Educator Guides for the 2014 editions of these tests are available at: <http://www.engageny.org/resource/test-guides-for-english-language-arts-and-mathematics>.

No single technical architecture for WAN, LAN, server hardware, or desktop hardware is in use by New York State's school districts. Local school districts contract with multiple Internet Service Providers (ISPs) statewide for varying levels and types of Internet connectivity. Any proposed online test delivery solution must accommodate this variability and make use of existing technology within schools at the time of test administration. It is anticipated that schools will indicate on the NYSED Exam Request Portal whether they choose to use CBT or PBT for operational tests in a specified school year and, if choosing CBT, which CBT platform they prefer from those available from the vendor.

In January 2013, NYSED provided guidance to schools on suggested minimum specifications for new computer purchases in order to support the implementation of the New York State P-12 Common Core Learning Standards. This guidance can be found on NYSED's website at: <http://www.p12.nysed.gov/technology/devices/technology-purchases.pdf>. Please note that these are only recommendations for districts in planning future technology purchases, and the vendor should not assume that all districts currently have equipment meeting these specifications. Attachment N provides NYSED's minimum device specifications for New York State schools for use with CBT at the time of the development of this RFP.

### **Test Administration Schedule**

NYSED is requesting proposals for the continued development of secure tests, measuring the CCSS, to assess the achievement of elementary- and middle level-students. The tests will be developed in:

- ELA (Grade 3, 4, 5, 6, 7, and 8)
- Mathematics (Grade 3, 4, 5, 6, 7, and 8)

Field tests and operational tests for both ELA and Mathematics will be developed and administered according to the following schedule:

<b>Contract Year</b>	<b>Operational Test Administration</b>	<b>Stand-alone Field Test Administration</b>
Year 1 July 1, 2015– June 30, 2016	<p style="text-align: center;">April/May 2016</p> <p>Vendor will develop operational test forms exclusively from the bank of items developed by the prior contractor including those field tested (FT) by the prior vendor in spring 2015 and will include embedded FT multiple-choice MC items developed by the prior contractor for field testing in spring 2016.</p>	<p style="text-align: center;">May/June 2016</p> <p>Vendor will construct stand-alone field test (SAFT) forms exclusively from the bank of items developed by the prior vendor. Component 2: Computer based stand-alone field testing must be an option for NYS schools.</p>
Year 2 July 1, 2016– June 30, 2017	<p style="text-align: center;">April/May 2017</p> <p>Vendor will develop operational test forms with operational test questions exclusively from the bank of items developed by the prior contractor including those items field tested in spring 2016 and will include new embedded FT MC items developed by the new contractor. Component 2: Vendor will develop computer based operational test forms.</p>	<p style="text-align: center;">May/June 2017</p> <p>The SAFTs will include CR items being developed in accordance with Component 1. The SAFTs will most likely include MC questions only if Component 1 alone is awarded. Component 2: Computer based stand-alone field testing must be an option for NYS schools.</p>
Year 3 July 1, 2017– June 30, 2018	<p style="text-align: center;">April/May 2018</p> <p>Vendor will construct operational test forms from items that it field tested in spring 2017 as well as from those field tested in prior years and will include new embedded FT MC items developed by the new contractor. Component 2: Vendor will develop computer based operational test forms as an option for NYS schools.</p>	<p style="text-align: center;">May/June 2018</p> <p>The SAFTs will include all CR items being developed in accordance with Component 1. The SAFTs will most likely include MC questions only in Component 1 alone is awarded. Component 2: Computer based stand-alone field testing must be an option for NYS schools.</p>
Year 4 July 1, 2018– June 30, 2019	<p style="text-align: center;">April/May 2019</p> <p>Vendor will construct operational test forms from items that it field tested in spring 2018 as well as from those field tested in prior years and will include new embedded FT MC items developed by the new contractor. Component 2: Vendor will develop computer based operational test forms as an option for NYS schools.</p>	<p style="text-align: center;">May/June 2019</p> <p>The SAFTs will include all CR items being developed in accordance with Component 1. The SAFTs will most likely include MC questions only if Component 1 alone is awarded. Component 2: Computer based stand-alone field testing must be an option for NYS schools.</p>
Year 5 July 1, 2019– October 31, 2020	<p style="text-align: center;">April/May 2020</p> <p>Vendor will construct operational test forms from items it field tested in spring 2019 as well as from those field tested in prior years and will include new embedded FT MC items developed by the new contractor. Component 2: Vendor will develop computer based operational test forms as an option for NYS schools.</p>	<p style="text-align: center;">May/June 2020</p> <p>The SAFTs will include all CR items being developed in accordance with Component 1. The SAFTs will most likely include MC questions only if Component 1 alone is awarded. Component 2: Computer based stand-alone field testing must be an option for NYS schools.</p>

## **Test Development Requirements**

The test development process and related outcomes are governed by certain requirements. While further details about these requirements are provided throughout this section, NYSED requires that:

1. All operational tests adhere to the design specifications (test designs, blueprints, embedded field test designs, linking designs, etc.)
2. All test content adheres to content specifications, including:
  - adherence to the Passage Review Criteria,
  - adherence to the specific Item Criteria,
  - adherence to Content Interpretations.
3. The test development process described in Attachment G: Grades 3-8 Test Development Process is followed or enhanced to ensure:
  - adherence to principles for Universal Design for Learning
  - accordance with the Standards for Educational and Psychological Testing (American Educational Research Association, American Psychological Association, and the National Council of Educational Measurement in Education, 2014)
4. All documentation stipulated by the test development process is complete and accurate.
5. All documentation is maintained by vendor and available to NYSED in a digitally searchable format.
6. NYSED will approve, reject, or recommend for revision all materials where indicated in the development process.
7. To the fullest extent feasible, the vendor must make changes requested by NYSED prior to:
  - Internal Item Review,
  - Educator Review,
  - Field Test,
  - Forms Publication.
8. All expectations for item banking are met.
9. At the discretion of NYSED, the vendor must include audit items specified by NYSED among the embedded items on the operational tests, or include them in the SAFTs, or in both as specified by NYSED. These items will be in addition to the operational and embedded field test and anchor items specified in the RFP and will be provided to the vendor by NYSED by August 5 proceeding the school year in which the test will be administered, or by another date agreed upon by the vendor and NYSED.
10. Vendor meets minimum expectations for staffing as specified in the "Staffing Requirements" section of this RFP.
11. All items on the field tests and operational tests become the sole property of New York State. In addition, the vendor shall reproduce, use, display, and include copies of NYSED's trademarks, trade name, logos, copyrights and other intellectual property (collectively, the "Marks") on all copies of materials produced for NYSED. The vendor acknowledges that the Marks are owned

solely and exclusively by NYSED, and nothing contained in the resulting contract shall give the vendor any ownership right or interest in such Marks.

12. All materials must be provided to NYSED error free and proofed by the vendor’s editors.

### English Language Arts

**Book Design:** Each operational Grade 3–8 ELA Test will be made up of three test books. The test books are administered as three test sessions over three successive school days. Each test book follows the designs below:

#### Common Core English Language Arts Test Design

The following charts provide a description of the test design for each grade.

Grade 3	Book 1 (Day 1)	Book 2 (Day 2)		Book 3 (Day 3)	Total
	Reading	Reading	Writing	Writing	
Passages	5*	1	2	3	<b>11</b>
Multiple-Choice Questions*	30*	7			<b>37</b>
Short Response Questions (2 credits)			3	5	<b>8</b>
Extended-Response Questions (4 credits)			1	1	<b>2</b>
Total Number of Literary Passages					<b>4-7</b>
Total Number of Informational Passages					<b>4-7</b>
*Book 1 includes 1 embedded passage and 6 embedded MC items					

Grade 4	Book 1 (Day 1)	Book 2 (Day 2)		Book 3 (Day 3)	Total
	Reading	Reading	Writing	Writing	
Passages	5*	1	2	3	<b>11</b>
Multiple-Choice Questions	30*	7			<b>37</b>
Short Response Questions (2 credits)			3	5	<b>8</b>
Extended-Response Questions (4 credits)			1	1	<b>2</b>
Total Number of Literary Passages					<b>4-7</b>
Total Number of Informational Passages					<b>4-7</b>
*Book 1 includes 1 embedded passage and 6 embedded MC questions					

Grade 5	Book 1 (Day 1)	Book 2 (Day 2)		Book 3 (Day 3)	Total
	Reading	Reading	Writing	Writing	
Passages	6*	1	2	3	<b>12</b>
Multiple-Choice Questions	42*	7			<b>49</b>
Short Response Questions			3	5	<b>8</b>
Extended-Response Questions (4 credits)			1	1	<b>2</b>
Total Number of Literary Passages					<b>4-8</b>
Total Number of Informational Passages					<b>4-8</b>
*Book 1 includes 1 embedded passage and 7 embedded MC questions					

Grade 6	Book 1 (Day 1)	Book 2 (Day 2)		Book 3 (Day 3)	Total
	Reading	Reading	Writing	Writing	
Passages	6*	1	2	3	<b>12</b>
Multiple-Choice Questions	42*	7			<b>49</b>
Short Response Questions (2 credits)			3	5	<b>8</b>
Extended-Response Questions (4 credits)			1	1	<b>2</b>
Total Number of Literary Passages					<b>4-7</b>
Total Number of Informational Passages					<b>7-8</b>
*Book 1 includes 1 embedded passage and 7 embedded MC questions					

Grade 7	Book 1 (Day 1)	Book 2 (Day 2)		Book 3 (Day 3)	Total
	Reading	Reading	Writing	Writing	
Passages	6	1	2	3	<b>12</b>
Multiple-Choice Questions	42	7			<b>49</b>
Short Response Questions (2 credits)			3	5	<b>8</b>
Extended-Response Questions (4 credits)			1	1	<b>2</b>
Total Number of Literary Passages					<b>3-7</b>
Total Number of Informational Passages					<b>7-9</b>
*Book 1 includes 1 embedded passage and 7 embedded MC questions					

Grade 8	Book 1 (Day 1)	Book 2 (Day 2)		Book 3 (Day 3)	Total
	Reading	Reading	Writing	Writing	
Passages	6	1	2	3	<b>12</b>
Multiple-Choice Questions	42	7			<b>49</b>
Short Response Questions (2 credits)			3	5	<b>8</b>
Extended-Response Questions (4 credits)			1	1	<b>2</b>
Total Number of Literary Passages					<b>3-8</b>
Total Number of Informational Passages					<b>4-10</b>
*Book 1 includes 1 embedded passage and 7 embedded MC questions					

### Passages on ELA Tests

All questions on NYS Common Core ELA tests are passage-based. Passages on NYS Common Core ELA tests must meet the specific requirements set forth in Passage Selection Guidelines for Assessing CCSS ELA (<https://www.engageny.org/resource/new-york-state-passage-selection-resources-for-grade-3-8-assessments>) and Passage Review Criteria (Attachment J). Additionally, passages on ELA Tests must:

1. Be authentic and come from reputable sources. Authentic published literature used on each ELA test must come from a variety of publications, books and magazines. Unless in the public domain, these pieces may only be abridged from longer pieces if the permission of the author is obtained prior to the items related to that passage being field-tested.
2. Be of general interest
3. Sufficiently represent the diversity that exists within NY
4. Only include illustrations, photographs, or charts if used to measure specific skills
5. Meet the specifications set forth in the blueprints

In developing passages for approval by NYSED, the vendor must complete and submit a faithfully executed Passage Review Criteria document (Attachment J) for each passage. The vendor shall complete the Passage Review Criteria document in a manner that:

1. Clearly documents the results of three quantitative analyses to justify grade-appropriate complexity
2. Clearly documents the results of qualitative text complexity review (using appropriate text complexity rubric) to justify the level of complexity
3. Clearly explains how the passage meets each criteria
4. Clearly justifies inclusion on the NYS CCLS ELA test as a passage that is worth reading and supports measurement of particular standards

NYSED staff will review and approve passages prior to their being reviewed by teachers and will have the final authority over passages selected for use on the tests.

NYSED is in the process of enhancing the Passage Review Criteria so as to make them specific for each grade and for multiple-choice and constructed-response items. Drafts of the enhanced Passage Review Criteria for use with Grade 6 ELA multiple-choice and constructed-response items are provided in Attachments J1 and J2 of this RFP.

### Requests for Permission

Requests for Permission obtained by the vendor from copyright holders to use their copyrighted works and materials on any NYSED ELA operational tests administered under this contract must include explicit permission from the author for NYSED to use the copyrighted work in NYS operational tests, whether or not developed by the vendor. For at least 75% of the copyrighted works, the written agreement between the vendor and the copyright holders, for works used in field tests and operational tests, must expressly state that NYSED is being granted permission to post the test containing the copyrighted work on the NYSED web site for no less than three years following the administration of the operational test.

The vendor must obtain permission of the author or copyright holder for use of copyrighted passages and Internet posting prior to associated items being submitted to NYSED for review. If the vendor cannot obtain the copyright holder’s approval to use the copyrighted work on NYSED’s operational tests, then the passage and all associated items cannot be used for any purpose, including, but not limited to field tests and operational tests.

### External Test Blueprints

The charts below show the percentage of points that relate to Reading and to Language and Writing Standards. When reading these charts, it is essential to remember that most questions assess many standards simultaneously. Additionally, Reading Standards are divided by focus (Key Ideas, Craft and Structure and Integration of Knowledge) to help guide instruction.

#### Gr 3, 4, and 5 ELA Tests

Area of Focus		Approximate Percentage of Points
Reading Standards (RL and RI)		100% of points require close reading
Language and Writing Standards		Up to 45% of points require writing and command of language
Approximate Percent of Reading Points		
Key Ideas and Details	Craft and Structure	Integration of Knowledge and Ideas
Up to 65%	Up to 35%	Up to 30%

#### Grade 6, 7, and 8 ELA Tests

Area of Focus		Approximate Percentage of Points
Reading Standards (RL and RI)		100% of points require close reading
Language and Writing Standards		Up to 45% of points require writing and command of language
Approximate Percent of Reading Points		
Key Ideas and Details	Craft and Structure	Integration of Knowledge and Ideas
Up to 60%	Up to 40%	Up to 40%

## **Items on ELA Tests**

### **Question Formats**

The ELA Tests contain multiple-choice (1 point), short-response (2 point), and extended-response (4 point) questions. For multiple-choice questions, students select the correct response from four answer choices, labeled A, B, C, and D. For short- and extended-response questions, students write an answer to an open-ended question. The extended responses are scored according to the rubrics shown in the Educator Guides.

### **Multiple-Choice Questions**

Multiple-choice questions are designed to assess Common Core Reading and Language Standards. They will ask students to analyze different aspects of a given text, including central idea, style elements, character and plot development, and vocabulary. Almost all questions, including vocabulary questions, will only be answered correctly if the student comprehends and makes use of the whole passage. For multiple-choice questions, students will select the correct response from four answer choices.

Multiple-choice questions will assess Reading Standards in a range of ways. Some will ask students to analyze aspects of text or vocabulary. Many questions will require students to combine skills. For example, questions may ask students to identify a segment of text that best supports the central idea. To answer correctly, a student must first comprehend the central idea and then show understanding of how that idea is supported. Questions will require more than rote recall or identification. Students will also be required to negotiate plausible, text-based distractors.<sup>†</sup> Each distractor will require students to comprehend the whole passage.

### **Writing from Sources**

The purpose of the short-response questions is to assess a student's ability to comprehend and analyze text. In responding to these questions, students will be expected to write in complete sentences. Responses should require no more than three complete sentences. The rubric used to evaluate these types of responses is provided on page 12 of the Educator Guide for each test (<https://www.engageny.org/resource/test-guides-for-english-language-arts-and-mathematics>). It is important to note that students who answer the question only using details from the text will NOT receive full credit. A full-credit response is characterized by both an inference and textual support.

### **Short-Response Questions**

Short-response questions are designed to assess Common Core Reading and Language Standards. These are single questions in which students use textual evidence to support their answers to an inferential question. These questions ask the student to make an inference (a claim, position, or conclusion) based on his or her analysis of the passage, and then provide two pieces of text-based evidence to support his or her answer. In the Reading section of the ELA Tests, students will read several passages representing a variety of genres. The reading passages that appear on the test are similar to the kinds of materials students read both in the classroom and for homework assignments. Reading passages are carefully selected for grade level appropriate vocabulary and content.

For each passage, students will apply the skills and knowledge gained in the classroom by answering reading comprehension questions that demonstrate their understanding of the passages. Each passage will give the student all of the information that is needed to successfully answer the attached questions without using their background knowledge of the subject. Higher order thinking skills are

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<sup>†</sup> A distractor is an incorrect response that may appear to be a plausible correct response to a student who has not mastered the skill or concept being tested.

required on some questions that accompany reading passages, including summarizing, analyzing, inferring, interpreting, predicting, and evaluating information.

Tests at every grade level will contain both literary and informational reading passages. Literary passages may include short stories, folk tales, poetry, or other forms of literary writing; informational passages may include articles, excerpts from biographies or autobiographies, essays, or other forms of informational writing. A minimum of five genres must be used on each test for interest and literary diversity.

### **Extended-Response Questions**

Extended-response questions are designed to assess Writing from Sources. They will focus primarily on Common Core Writing Standards. Extended-response questions will require comprehension and analysis of either an individual text or paired texts. Paired texts require students to read and analyze two related texts. Paired texts are related by theme, genre, tone, time period, or other characteristics. Many extended-response questions will ask students to express a position and support it with text-based evidence. For paired texts, students will be expected to synthesize ideas between and draw evidence from both texts. Extended-response questions allow students to demonstrate their ability to write a coherent essay using textual evidence to support their ideas.

Student responses will be evaluated based on Common Core Writing Standards and a student's command of evidence to defend his or her point.

### **Item Specifications**

All items on NYS Common Core ELA tests are passage-based. Items on NYS Common Core ELA tests must meet the specific requirements set forth in Item Review Criteria found in Attachments K. NYSED is in the process of enhancing the item review criteria for ELA tests. A draft of the enhanced item review criteria for the Grade 6 ELA test is provided in Attachment K1 of this RFP.

Additionally:

1. All operational test items must be unique items taken from the existing and growing bank of items developed for this testing program. No item may have appeared on a previously administered test in another state unless NYSED has given specific approval for its inclusion.
2. Items must be written by individuals with a bachelor's degree or above, at least 24 college credits in the ELA content area, knowledge of appropriate questions for the target audience, experience in writing and editing items, and knowledge and training in the NYS CCSS.
3. Items must be designed to meet targets set in Test Blueprints.
4. Items must be tagged to:
  - a. Reading or Writing Standards
    - i. primary, secondary, and tertiary standards within each
  - b. targeted performance level (PL)
  - c. Item type/Representation.
5. Items must measure tagged standards at the identified performance level in ways consistent with the items specifications.

6. The vendor must develop at least ten multiple-choice items per passage, so that operational tests may be constructed using items that have been found appropriate through NYSED and educator committee review and have been successfully field tested.
7. Items and item types must reflect the best educational research available. Items must match the cognitive demands defined for each standard at the intended performance level.
8. Items must be clear to the reader.
9. Constructed-response items must clearly define the expectations for the students, such as the necessity of providing details from a story or other piece of literature as support.
10. Items on the assessment must be text dependent questions that require close attention to the text and no information or evidence from outside the text. A text dependent question establishes what follows and what does not follow from the text itself.

## Mathematics

### Mathematics Test Design

**Book Design:** Each operational Grades 3-8 mathematics Test will be made of three test books. The test books are administered as three sessions over three successive school days. The following charts provide a description of the test design for each grade.

<b>Grade 3</b>	<b>Number of Multiple-Choice Questions (1 credit)</b>	<b>Number of Short Response Questions (2 credits)</b>	<b>Number of Extended-Response Questions (3 credits)</b>	<b>Total Number of Questions</b>
<b>Book</b>				
1	24*	0	0	<b>24</b>
2	24*	0	0	<b>24</b>
3	0	5	3	<b>8</b>
<b>Total</b>	<b>48</b>	<b>5</b>	<b>3</b>	<b>56</b>
*Books 1 and 2 include 4 and 3 embedded MC questions respectively.				

<b>Grade 4</b>	<b>Number of Multiple-Choice Questions (1 credit)</b>	<b>Number of Short Response Questions (2 credits)</b>	<b>Number of Extended-Response Questions (3 credits)</b>	<b>Total Number of Questions</b>
<b>Book</b>				
1	24*	0	0	<b>24</b>
2	25*	0	0	<b>25</b>
3	0	6	4	<b>10</b>
<b>Total</b>	<b>49</b>	<b>6</b>	<b>4</b>	<b>59</b>
*Books 1 and 2 include 4 and 3 embedded MC questions respectively.				

<b>Grade 5</b>	<b>Number of Multiple-Choice Questions (1 credit)</b>	<b>Number of Short Response Questions (2 credits)</b>	<b>Number of Extended-Response Questions (3 credits)</b>	<b>Total Number of Questions</b>
<b>Book</b>				
1	24*	0	0	<b>24</b>
2	25*	0	0	<b>25</b>
3	0	6	4	<b>10</b>
<b>Total</b>	<b>49</b>	<b>6</b>	<b>4</b>	<b>59</b>
*Books 1 and 2 include 4 and 3 embedded MC questions respectively.				

<b>Grades 6, 7, &amp; 8</b>	<b>Number of Multiple-Choice Questions (1 credit)</b>	<b>Number of Short Response Questions (2 credits)</b>	<b>Number of Extended-Response Questions (3 credits)</b>	<b>Total Number of Questions</b>
<b>Book</b>				
1	28*	0	0	<b>28</b>
2	27*	0	0	<b>27</b>
3	0	6	4	<b>10</b>
<b>Total</b>	<b>55</b>	<b>6</b>	<b>4</b>	<b>65</b>
*Books 1 and 2 include 4 and 3 embedded MC questions respectively.				

## **Question Formats for Mathematics Tests**

The Mathematics Tests will contain multiple-choice items, 2-credit and 3-credit constructed-response items. Each question is written to target one particular standard; however it will also require knowledge, skills, and proficiencies characterized by other grade level and below grade level standards.

### **Multiple-Choice Questions**

Multiple-choice questions are designed to assess CCLS for Mathematics. Mathematics multiple-choice questions will mainly be used to assess standard algorithms and conceptual standards. Multiple-choice questions incorporate both Standards and Standards for Mathematical Practices, some in real-world applications. Many multiple-choice questions require students to complete multiple steps. Likewise, many of these questions are linked to more than one standard, drawing on the simultaneous application of multiple skills and concepts. Within answer choices, distractors will all be based on plausible missteps. For all multiple-choice questions, students select the correct response from four answer choices, labeled A, B, C, and D.

### **Short-Response Questions**

Short-response questions ask students to complete a task and show their work. Like multiple-choice questions, short-response questions will often require multiple steps, the application of multiple mathematics skills, and real-world applications. Many of the short-response questions will cover conceptual and application standards.

### **Extended-Response Questions**

Extended-response questions ask students to show their work in completing a more extensive task. Extended-response questions allow students to apply math procedures and conceptual understandings. Extended-response questions may also assess student reasoning and the ability to critique the arguments of others. The following chart provides a description of the test design for each grade.

### **Item Specifications**

All items on NYS Common Core Mathematics Tests must meet the specific requirements set forth in the Item Review Criteria for Potential Grades 3-8 Math Questions (Attachment K).

Additionally:

1. All operational test items must be unique items taken from the existing and growing bank of items developed for this testing program. No item may have appeared on a previously administered test in another state unless NYSED has given specific approval for its inclusion.
2. Items must be designed to meet targets set in Test Blueprints.
3. Items must be tagged to:
  - primary, secondary, and tertiary standards or cluster
  - targeted PL
  - Procedural, Conceptual, or Applied Focus

- Item type/Representation
  - All meta-data specified for item bank.
4. Items must measure tagged standards at the identified performance level in ways consistent with the items specifications.
  5. NYSED must be written by individuals with a bachelor's degree or above, at least 24 college credits in the math content area, knowledge of appropriate questions for the target audience, experience in writing and editing items, and knowledge and training in the NYS CCLS.
  6. Items and item types must reflect the best educational research available. Items must match the cognitive demands defined for each standard at the intended performance level.
  7. Items must be clear to the reader.
  8. Math items must show evidence of review by grade-level math teachers.
  9. Constructed-response items must clearly define the expectations for the students.

## Sequencing

The August 2012 memorandum *Grades 3–8 Mathematics Testing Program Guidance: September-to-April/May-to-June Common Core Learning Standards* provides guidance on aligning standards to each time period. Standards designated as September-to-April will be assessed on that grade level's test. Standards designated as May-to-June instructional period will not be assessed on that grade level's test but could be assessed on the next grade level's test.

For more information about the *Grades 3–8 Mathematics Testing Program Guidance: September-to-April/May-to-June Common Core Learning Standards* please refer to <http://www.p12.nysed.gov/assessment/ei/2014/math-sept-april-may-june.pdf>.

## Content Emphases

The CCLS for Mathematics were designed with the understanding that not all clusters should be emphasized equally in instruction or assessment. Some clusters require greater emphasis than others based on the time that they take to master and/or their importance to future mathematics or the demands of college and career readiness. The charts below detail the recommended instructional focus and the percentage of test questions that assess the Major, Supporting, and Additional Clusters.

### Emphases and Sequencing

The charts on the following pages illustrate the different *clusters* and *standards* recommended for instructional emphasis. *Standards* that are recommended for greater emphasis are indicated with a check mark while those that are recommended for instruction after the administration of the spring operational tests are indicated by the word "Post."

✓ = Standards recommended for greater emphasis  
 Post = Standards recommended for instruction in May-June

**Grade 3 Math Test**

<b>Cluster Emphasis</b>	<b>Domain</b>	<b>Cluster</b>	<b>Standard</b>
Major Clusters	Operations and Algebraic Thinking	Represent and solve problems involving multiplication and division.	3.OA.1
			3.OA.2
			3.OA.3 ✓
			3.OA.4
		Understand the properties of multiplication and the relationship between multiplication and division.	3.OA.5
			3.OA.6
			Multiply and divide within 100.
	Solve problems involving the four operations, and identify and explain patterns in arithmetic.	3.OA.8 ✓	
		3.OA.9	
	Number and Operations – Fractions	Develop understanding of fractions as numbers.	3.NF.1
			3.NF.2
			3.NF.3 ✓
	Measurement and Data	Solve problems involving measurement and estimation of intervals of time, liquid volumes, and masses of objects.	3.MD.1
			3.MD.2
Geometric measurement: understand concepts of area and relate area to multiplication and to addition.		3.MD.5	
		3.MD.6	
		3.MD.7 ✓	
Supporting Clusters	Measurement and Data	Represent and interpret data.	3.MD.3
			3.MD.4 Post
	Geometry	Reason with shapes and their attributes.	3.G.1 Post
			3.G.2
Additional Clusters	Number and Operations in Base Ten	Use place value understanding and properties of operations to perform multi-digit arithmetic.	3.NBT.1
			3.NBT.2
			3.NBT.3
	Measurement and Data	Geometric measurement: recognize perimeter as an attribute of plane figures and distinguish between linear and area measures.	3.MD.8 Post

### Grade 4 Math Test

Cluster Emphasis	Domain	Cluster	Standard
Major Clusters	Operations and Algebraic Thinking	Use the four operations with whole numbers to solve problems.	4.OA.1
			4.OA.2 ✓
			4.OA.3
	Number and Operations in Base Ten	Generalize place value understanding for multi-digit whole numbers.	4.NBT.1
			4.NBT.2
			4.NBT.3
		Use place value understanding and properties of operations to perform multi-digit arithmetic.	4.NBT.4
			4.NBT.5 ✓
			4.NBT.6
	Number and Operations – Fractions	Extend understanding of fraction equivalence and ordering.	4.NF.1
			4.NF.2
		Build fractions from unit fractions by applying and extending previous understandings of operations on whole numbers.	4.NF.3 ✓
			4.NF.4 ✓
		Understand decimal notation for fractions, and compare decimal fractions.	4.NF.5 Post
			4.NF.6 ✓ Post
4.NF.7 ✓ Post			
Supporting Clusters	Operations and Algebraic Thinking	Gain familiarity with factors and multiples.	4.OA.4
	Measurement and Data	Solve problems involving measurements and conversion of measurements from a larger unit to a smaller unit.	4.MD.1 Post
			4.MD.2 Post
			4.MD.3
		Represent and interpret data.	4.MD.4
Additional Clusters	Operations and Algebraic Thinking	Generate and analyze patterns.	4.OA.5
	Measurement and Data	Geometric measurement: understand concepts of angles and measure angles.	4.MD.5
			4.MD.6
			4.MD.7
	Geometry	Draw and identify lines and angles, and classify shapes by properties of their lines and angles.	4.G.1
			4.G.2
			4.G.3

**Grade 5 Math Test**

<b>Cluster Emphasis</b>	<b>Domain</b>	<b>Cluster</b>	<b>Standard</b>	
Major Clusters	Number and Operations in Base Ten	Understand the place value system.	5.NBT.1	
			5.NBT.2	
			5.NBT.3	
			5.NBT.4	
		Perform operations with multi-digit whole numbers and with decimals to hundredths.	5.NBT.5 ✓	
		5.NBT.6 ✓		
	5.NBT.7 ✓			
	Number and Operations—Fractions	Use equivalent fractions as a strategy to add and subtract fractions.	5.NF.1	
			5.NF.2 ✓	
		Apply and extend previous understandings of multiplication and division to multiply and divide fractions.	5.NF.3	
			5.NF.4	
			5.NF.5	
			5.NF.6 ✓	
	5.NF.7 ✓			
	Measurement and Data	Geometric measurement: understand concepts of volume and relate volume to multiplication and to addition.	5.MD.3	
5.MD.4				
5.MD.5				
Supporting Clusters	Measurement and Data	Convert like measurement units within a given measurement system.	5.MD.1	
		Represent and interpret data.	5.MD.2	
Additional Clusters	Operations and Algebraic Thinking	Write and interpret numerical expressions.	5.OA.1	
			5.OA.2	
	Geometry	Analyze patterns and relationships.	5.OA.3	Post
			5.G.1	Post
		Graph points on the coordinate plane to solve.	5.G.2	Post
			Classify two-dimensional figures into categories based on their properties.	5.G.3
5.G.4				

**Grade 6 Math Test**

<b>Cluster Emphasis</b>	<b>Domain</b>	<b>Cluster</b>	<b>Standard</b>
Major Clusters	Ratios and Proportional Relationships	Understand ratio concepts and use ratio reasoning to solve problems.	6.RP.1
			6.RP.2
			6.RP.3 ✓
	The Number System	Apply and extend previous understandings of multiplication and division to divide fractions by fractions.	6.NS.1
			6.NS.5
			6.NS.6
			6.NS.7
	Expressions and Equations	Apply and extend previous understandings of arithmetic to algebraic expressions.	6.NS.8
			6.EE.1
			6.EE.2
			6.EE.3
		Reason about and solve one-variable equations and inequalities.	6.EE.4
			6.EE.5
			6.EE.6
			6.EE.7 ✓
Represent and analyze quantitative relationships between dependent and independent variables.	6.EE.8		
	6.EE.9		
Supporting Clusters	Geometry	Solve real-world and mathematical problems involving area, surface area, and volume.	6.G.1
			6.G.2
			6.G.3
			6.G.4
Additional Clusters	The Number System	Compute fluently with multi-digit numbers and find common factors and multiples.	6.NS.2
			6.NS.3
			6.NS.4
	Statistics and Probability	Develop understanding of statistical variability.	6.SP.1 ✓ Post
			6.SP.2 Post
			6.SP.3 ✓ Post
		Summarize and describe distributions.	6.SP.4 Post
			6.SP.5 Post

**Grade 7 Math Test**

<b>Cluster Emphasis</b>	<b>Domain</b>	<b>Cluster</b>	<b>Standard</b>	
Major Clusters	Ratios and Proportional Relationships	Analyze proportional relationships and use them to solve real-world and mathematical problems.	7.RP.1	
			7.RP.2	
			7.RP.3	
	The Number System	Apply and extend previous understandings of operations with fractions to add, subtract, multiply, and divide rational numbers.	7.NS.1	
			7.NS.2	
			7.NS.3	
	Expressions and Equations	Use properties of operations to generate equivalent expressions.	7.EE.1	
			7.EE.2	
		Solve real-life and mathematical problems using numerical and algebraic expressions and equations.	7.EE.3	
			7.EE.4a 7.EE.4b	
Supporting Clusters	Statistics and Probability	Use random sampling to draw inferences about a population.	7.SP.1	
			7.SP.2	
	Investigate chance processes and develop, use, and evaluate probability models.	7.SP.5		
		7.SP.6		
		7.SP.7		
		7.SP.8		
Additional Clusters	Geometry	Draw, construct, and describe geometrical figures and describe the relationships between them.  Solve real-life and mathematical problems involving angle measure, area, surface area, and volume.	7.G.1	
			7.G.2	Post
			7.G.3	Post
			7.G.4	
			7.G.5	Post
			7.G.6	Post
	Statistics and Probability	Draw informal comparative inferences about two populations.	7.SP.3	
			7.SP.4	

**Grade 8 Math Test**

<b>Cluster Emphasis</b>	<b>Domain</b>	<b>Cluster</b>	<b>Standard</b>
Major Clusters	Expressions and Equations	Work with radicals and integer exponents.	8.EE.1
			8.EE.2 Post
			8.EE.3
			8.EE.4
		Understand the connections between proportional relationships, lines, and linear equations.	8.EE.5 ✓
			8.EE.6
			8.EE.7
			8.EE.8 ✓
	Functions	Define, evaluate, and compare functions.	8.F.1
			8.F.2
			8.F.3 ✓
			8.F.4 ✓
			8.F.5
	Geometry	Understand and apply the Pythagorean Theorem.	8.G.6 ✓ Post
			8.G.7 ✓ Post
			8.G.8 ✓ Post
		Understand congruence and similarity using physical models, transparencies, or geometry software.	8.G.1
			8.G.2
8.G.3			
8.G.4			
8.G.5			
Supporting Clusters	Number System	Know that there are numbers that are not rational, and approximate them by rational numbers.	8.NS.1 Post
			8.NS.2 Post
	Statistics and Probability	Investigate patterns of association in bivariate data.	8.SP.1
			8.SP.2
			8.SP.3
			8.SP.4
	Additional Clusters	Geometry	Solve real-world and mathematical problems involving volume of cylinders, cones, and spheres.

The tables below illustrates the domain-level and cluster-level test blueprints.

Domain-Level Test Blueprint—Percent of Test Points on Grade 3 Math Test				
Number and Operations in Base Tens	Number and Operations-Fractions	Operations and Algebraic Thinking	Measurement and Data	Geometry
5–15%	15–25%	40–50%	15–25%	5–15%
Cluster-Emphasis Test Blueprint—Percent of Test Points on Grade 3 Math Test				
Major Clusters			Supporting Clusters	Additional Clusters
70–80%			10–20%	5–10%

Domain-Level Test Blueprint—Percent of Test Points on Grade 4 Math Test				
Number and Operations in Base Tens	Number and Operations-Fractions	Operations and Algebraic Thinking	Measurement and Data	Geometry
20–30%	20–30%	15–25%	15–25%	5–15%
Cluster-Emphasis Test Blueprint—Percent of Test Points on Grade 4 Math Test				
Major Clusters			Supporting Clusters	Additional Clusters
70–80%			10–20%	5–10%

Domain-Level Test Blueprint—Percent of Test Points on Grade 5 Math Test				
Number and Operations in Base Tens	Number and Operations-Fractions	Operations and Algebraic Thinking	Measurement and Data	Geometry
20–30%	30–40%	5–15%	20–30%	5–15%
Cluster-Emphasis Test Blueprint—Percent of Test Points on Grade 5 Math Test				
Major Clusters			Supporting Clusters	Additional Clusters
70–80%			10–20%	5–10%

Domain-Level Test Blueprint—Percent of Test Points on Grade 6 Math Test				
The Number System	Expressions and Equations	Ratios and Proportional Relationships	Geometry	Statistics and Probability
15–25%	35–45%	20–30%	10–20%	0%
Cluster-Emphasis Test Blueprint—Percent of Test Points on Grade 6 Math Test				
Major Clusters			Supporting Clusters	Additional Clusters
70–80%			10–20%	5–10%

Domain-Level Test Blueprint—Percent of Test Points on Grade 7 Math Test				
Ratios and Proportional Relationships	The Number System	Expressions and Equations	Geometry	Statistics and Probability
20–30%	15–25%	30–40%	5–15%	10–20%
Cluster-Emphasis Test Blueprint—Percent of Test Points on Grade 7 Math Test				
Major Clusters			Supporting Clusters	Additional Clusters
70–80%			10–20%	5–10%

Domain-Level Test Blueprint—Percent of Test Points on Grade 8 Math Test				
The Number System	Expressions and Equations	Functions	Geometry	Statistics and Probability
0%	40–45%	25–30%	20–25%	10–15%
Cluster-Emphasis Test Blueprint—Percent of Test Points on Grade 8 Math Test				
Major Clusters			Supporting Clusters	Additional Clusters
70–80%			10–20%	5–10%

**Internal Test Blueprints for ELA and Mathematics**

In addition to the external ELA and Math test blueprints shown on the previous pages of this RFP, NYSED has internal blueprints that include further details concerning how test items are to be written and test forms are to be constructed. Most notably, the internal test blueprints identify the target number of points for which items should measure each standard and in some cases the type of item (e.g. multiple choice) that is to be used in measuring a standard. These internal test blueprints will be shared with the vendor that is awarded the contract resulting from this RFP and the vendor is expected to integrate them into its test development activities. In addition, NYSED is presently further enhancing these internal blueprints to ensure that Evidence Based Design is integral to the development of all future test forms. For example, NYSED intends to specify the performance level(s) at which each newly developed item should be targeted in measuring a specific standard. A draft of the enhanced internal test blueprint for Grade 6 ELA is provided in Attachment M of this RFP. The vendor is expected to work collaboratively with NYSED in completing the enhancements to the internal test blueprints and then use the enhanced test blueprints in guiding its development of future test items and test forms. This will ensure comparability in test forms from year to year and internal consistency in the test construction across New York State’s K-12 assessment program.

## Test Development Process for ELA and Mathematics

The vendor will develop the items and test forms in accordance with Attachment G: Grades 3-8 Test Development Process. This attachment explains each event in the test development process by defining:

- Outcomes
- Responsibilities
- High Level Process
- Decision Making Authority
- Quality control/Assurance
- Necessary Documentation
- Necessary Metrics

Presented below is each of the sequential test development events that the vendor is required to adhere to:

### Sequence of Test Development Events

Major Events		Process Step	3-8 Time Frame
Field Test Bank Development	Passage Development	1. Passage Selection	Late summer-Fall
		2. Content Review*	Fall-Winter
		3. Executive Review	Fall-Winter
	Item Development	4. Item Drafting	Fall-Winter
		5. Item Pre-Review	Winter-Spring
		6. Item Review*	Spring
		7. First Copy Edit/Content QC	Spring
		8. Educator Review	Late Spring
		9. Reconciliation	Spring
		10. External Quality Control*	Summer
		11. Formal Copy Edit	Late Summer
	Field Test Form Construction	12. Field Test Form Construction	Mid-Winter
		13. Field Test Form Review	
		14. Field Test Form QC	
Range Finding	15. Range Finding Event	July	
	16. Range Finding Reconciliation	July	
	17. Scoring QC	Oct/Nov	
Operational Form Development	Form Construction	18. First Draw	Sept
		19. Form Pre-Review	Sept
		20. Form Construction Meeting	Oct
		21. Content Review/Risk Assessment*	Oct
		22. Final Eyes/Reconciliation	Dec
	Form Finalization	23. Form Copy Editing 1	Dec
		24. Form Copy Editing 2	Jan
		25. Final Executive Review	Jan
	Scoring Materials	26. Proposed Scoring Sets	Oct-Nov
		27. Re-rating/QC	Winter
		28. Content Vetting of Scoring Sets	Winter

	Annotations	29. Scoring Copy Edit	Winter
		30. SRM Approval	Late Winter
		31. Proposed Release Items	Spring
		32. Approval of Release Set Choices*	Spring
		33. Content Review*	Spring
		34. Annotation Copy Edit	After Administration
		35. SRM Approval	
All Activities Requiring Educators		a. Teacher Selection	On-Going

\* These process steps require the vendor to procure external content expert review. See the next section of this RFP for further details.

A full description of the test development process is presented in Attachment G.

### **Staffing Requirements for ELA and Mathematics**

For both ELA and Mathematics, the vendor must maintain a full staff consisting of a minimum of three Mathematics content specialists, one each for Grades 3–4, 5–6, and 7–8, and three ELA content specialists, one each for Grades 3–4, 5–6, and 7–8 for a total of six content specialists, and at least one development supervisor for the duration of the contract. Each content specialist must have a master’s degree or higher, at least 24 college credits in the content area, and at least three years of experience teaching in the content area. These staff members must be identified by name and experience in the bidder's proposal, and a resume for each staff person must be included.

The vendor is precluded from assigning any staff (including per diems) who performs work for the vendor on developing customized tests for any school districts or nonpublic schools in New York State from having any responsibilities for developing any of the components for the New York State Grades 3–8 ELA and Mathematics Tests.

Additionally, the vendor is responsible for procuring external content experts who are not employees of the vendor and who do not write items for the vendor. For each event in the test development process requiring external capacity, the vendor will facilitate identification and approval with enough time to ensure that the event can occur as planned. Those events requiring external content capacity include:

Process Step	Event	External Staffing Requirement
2	Content Review	NYSED approved ELA consultants – three NYSED approved math consultants - three
6	Item Review	NYSED approved ELA consultants – three NYSED approved math consultants - three NYS ELA educators - six NYS Math educators - six
10	External Quality Control	NYSED approved ELA consultants – one to two NYSED approved math consultants – one to two
20	Content Review/Risk	NYSED approved ELA consultants – two

	Assessment	NYSED approved math consultants - two
32	Approval of Release Set Choices	NYSED approved ELA consultants – three NYSED approved math consultants - three
33	Content Review	NYSED approved ELA consultants – three NYSED approved math consultants - three

NYSED approved content consultants must:

- Be capable of executing the necessary work, per the test development process
- Have documented national leadership in their content field or the ability to hire national leaders
- Have documented experience working on major testing programs outside of NY
- Use NY Item Specifications as they were intended
- Be approved by NYSED

For NYS content educators, the vendor is responsible for facilitating nomination and selection, participation, and, if need be, replacement, per the test development process.

**Field Testing for ELA and Mathematics**

The vendor will conduct field testing for ELA and mathematics in the 2015–16, 2016–17, 2017–18, 2018–19, and 2019–20 school years to assess the difficulty, fairness, and appropriateness of the items proposed for operational tests. (The vendor will also select passages and develop items for the 2020-21 field testing in ELA and mathematics but will not construct or administer the 2021 field test forms.) Field testing will be conducted through a combination of embedding MC field test questions in operational tests and conducting stand-alone field tests (SAFTs), administered separately from the operational tests, some containing only MC items and others containing only constructed-response (CR) items. A portion of the new MC items for ELA and Mathematics will be developed through embedding in the operational tests. Field testing of CR items for ELA and mathematics will be accomplished solely through SAFTs.

As part of the proposal submitted for this RFP, the bidder must describe how each field test and related materials will be constructed and submit a timeline for each test. The proposed plan for field testing provides specifics on major events, phases, and deliverables. The timeline for the development of operational Book 1s in ELA and Book 1s and 2s in Math with embedded multiple-choice items must be consistent with timelines specified elsewhere in this RFP for providing camera ready copies of operational test books to NYSED.

NYSED reserves the right to require the vendor to administer the SAFTs during a different month or season than that indicated by the timeline shown in the RFP provided that NYSED provides the vendor with a minimum of nine months’ notice.

**For all field testing, the vendor must ensure that:**

1. Field test items have been developed in accordance with all item and passage specifications and using the state item development process.

2. Those items that were rejected through the review process including the Final QC for Item Development have been removed and replaced as necessary.
3. A large enough field test item pool is developed so that the operational test forms can be created using “successfully” field tested items, and those items found unusable for an immediate operational test can be revised and reworked in order to be used in future field test cycles, thus building an item bank for NYSED’s use.
4. The vendor develops and field tests at least 1.75 times the number of multiple-choice items and 2.5 times the number of constructed-response items needed per operational Mathematics test and build a Mathematics item bank that contains 50% more items than needed each year during operational content selection to allow for the best possible selection of items.
5. The vendor develops and field tests at least three extra multiple choice passage sets and two extra constructed passage sets per operational ELA test.
6. The vendor develops, implements, and documents a strategy to avoid item cloning.
7. The vendor documents and executes a strategy to maintain the security of all field test items and test forms.
8. The vendor scores the field tests, verifies the results, forwards the score results to NYSED in a mutually agreed-upon format, and produces a Field Test Technical Report for each year of field testing.
9. The vendor retains all field test data throughout the contract and for an additional five years thereafter.

**For the stand-alone field tests, the vendor must:**

1. Administer field tests within two months of the administration of the operational examination.
2. Develop, print, and ship field tests, teacher directions, student test booklets, answer sheets and directions for administering and returning the tests to the vendor.
3. Organize field tests in mini-forms such that students can generally complete them in one 40-minute class period.
4. Design and print the field test answer sheets or use scannable field test booklets for students to record their responses.
5. Provide each participating school with an easy-to-follow set of instructions that explains how to administer a field test in the grade band and subject assigned to that school. Therefore, the instructions need to be provided in separate booklets by grade band and subject.
6. For Mathematics SAFTs at each grade level, translate the multiple-choice items on one form into Spanish and provide a method for those schools selected for field testing in mathematics to order Spanish versions if necessary. Schools are not specifically selected for populations using the Spanish version. The vendor is not required to translate CR items for field testing. During the administration of CR mathematics field test forms, those students using a Spanish version will be administered multiple-choice items in Spanish.
7. For SAFTs in ELA and Mathematics, provide one multiple-choice field test form per grade in large-type and braille and provide a method for those schools selected for field testing to order large-type and braille versions if necessary.

8. Provide notice to schools on each page of the field test forms and administration directions that photocopying materials and any reference to test content is strictly prohibited. The notice must read as follows:

Secure materials. All rights reserved. No part of this booklet may be reproduced or transmitted by any means. Use of these materials is expressly limited to the New York State Education Department.

9. Collect a minimum of 1,500 usable field test student responses per SAFT item. The vendor must oversample in order to achieve the target of 1,500 answer papers written for each field test form.
10. Ensure that the data drawn from each study has sufficient reliability across the student population of the State and within student sub-populations required for accountability under the No Child Left Behind Act (NCLB).
11. In collaboration with NYSED, select the schools to participate in the stand-alone field testing based on NYSED's sample design. Field tests are administered by New York State public schools (including charter schools) and nonpublic schools.
12. Notify the selected schools in writing of the field tests. The solicitation by the vendor must be explicit as to the grade levels and subject for which the school is asked to participate. All vendor correspondence to school administrators must be provided to NYSED for review and approval prior to dissemination by the vendor.
13. Provide all schools participating in the field tests with the appropriate quantities of field test materials for that grade(s) and subject even if it appears to the vendor that more than the target number of answer papers will be achieved.
14. Pay for the shipping costs for schools to return the field tests to the vendor.
15. Serialize all secure materials distributed to schools as part of the field tests. The vendor's records and the shipping manifest must indicate the range of serial numbers shipped to schools. The vendor must also account for each individualized secure item in checking returned materials. Follow-up correspondence must include the serial number of the missing materials.
16. Ensure that all field tests and related materials are returned in a timely and secure manner, and notify schools repeatedly, if necessary, that do not return materials by the due date. The vendor must provide a list to NYSED of school districts, charter, and nonpublic schools that have failed to return materials within 2 weeks after the due date and again after the vendor has made a minimum of three concerted efforts to affect their return. The vendor must provide documentation to NYSED of its efforts to contact schools and have materials returned.
17. Perform all activities needed for the handscoring of constructed-response items. NYSED must approve the vendor's plan for rangefinding and the scoring process, including the scoring rubrics and training materials (practice sets and annotated anchor sets).
18. Employ only scorers with a minimum of a bachelor's degree. For scoring ELA Tests, such scorers must have at least nine college credits in English and/or Education. For scoring Mathematics Tests, such scorers must have at least nine college credits in Mathematics and/or Education. The vendor must provide all training for scorers.
19. Propose a plan to equate those items administered in SAFTs to the operational test scale. Field tests must be matched by student to their operational test results to permit common scaling of items to the operational scale.

20. Securely retain all student responses to constructed-response items, on paper or as scanned images, through the end of the contract, and for three years thereafter.

**For the paper based embedded field tests MC questions, the vendor must:**

1. Divide all MC items to be field tested into four equal sets of field test items. The full census of schools across New York State will be divided into four representative groups of schools by NYSED through random selection, and each of the four representative groups of schools will receive an operational test with a different set of field test items embedded in Book 1 for ELA and Books 1 and 2 for Mathematics. (Note that if Component 2 is implemented only those schools electing to administer operational tests through PBT will be divided into four representative groups. It will still be necessary to embed equal sets of MC field test items into four operational test forms for at least the spring 2016 and spring 2017 administrations. If in spring 2017 or thereafter, a minimum of 50% of the schools and students statewide participated in computer delivered operational tests, it will only be necessary for the following year for NYSED to divide those schools electing to administer paper based operational tests into two representative groups. If in spring 2017 or thereafter a minimum of 60% of the schools and students statewide participate in computer delivered operational tests, NYSED will no longer in subsequent years divide those schools electing to administer paper based operational tests into any representative groups. All schools administering paper based operation tests would receive the same set of printed test forms, including the same embedded MC field test items.)
2. Develop and execute a strategy to embed field test items in similar positions within the test books each year, such that location effects are minimal while still ensuring that it is not obvious which items are part of the field test and which are operational items.
3. Provide NYSED with operational test forms including the embedded field test items according to the timelines and specifications provided elsewhere in the RFP. See the section on Operational Forms Preparation for additional information.
4. Provide all field test items in large-type and braille formats. The large-type editions will be provided in camera-ready format for printing by NYSED. The vendor will provide NYSED with the number of braille booklets requested by schools plus 25 additional copies of each booklet. (See Attachment A: Specifications for Large-Type and Attachment B: Specifications for Contractor/Subcontractor Transcribing Braille.)
5. Translate all MC mathematics field test items that are being embedded into operational tests into the five alternate languages required on operational tests. Presently, these operational tests must be translated into Chinese (traditional), Haitian Creole, Korean, Russian, and Spanish. However, over the course of the contract resulting from this RFP NYSED is likely to have the vendor translate these embedded field test items into other target languages **in lieu of** some of the current alternate languages. New alternate languages sought by NYSED are most likely to be selected from Arabic, Bengali, Chinese (Simplified), and Urdu. All translated items must be back translated. The vendor and its subcontractor, if there is one, must refer to bilingual mathematics glossaries and past translations of Grades 3–8 Mathematics Tests, which are posted on NYSED’s web site at <http://www.nysedregents.org/>, for guidance as to NYSED’s preferred word usages, formatting, and style for all translations.
6. Receive raw data files containing student responses from the Student Information Repository System (SIRS), in the same way such files are received for operational tests. (See items #2, 4, and 5 of the Local Scoring of Operational Tests section of the RFP for information.) The vendor must score all student responses and conduct all analyses.

## Field Test Sample Design

A stratified random sampling design will be used for the SAFTs. All public and charter schools with Grades 3–8 enrollment will be required to participate in the annual field tests. Since nonpublic school participation in the Grades 3-8 tests is voluntary, nonpublic schools are expected to participate in SAFTs only in the same grade(s)/subject(s) for which they choose to administer the operational tests. Each school will be asked to administer mini field test forms that can be administered in one class period (approximately 40 minutes).

Every school with Grades 3–8 enrollment will be assigned to a field test sample in either one or two successive grade levels in either ELA or Math, not both. All samples represent stratified random samples that are representative of New York State schools.

NYSED will provide the vendor with a complete list of New York State schools and related demographic variables for sample selection. The vendor is responsible for selecting the stratified random samples. The vendor must ensure that all samples are representative of the New York State schools with regard to number of schools and students N counts by grade, distribution across the Need/Resource Capacity Categories, ethnic composition, school type, and mean scale scores in Grades 3–8 ELA and Mathematics Tests. (For more information see <http://www.p12.nysed.gov/irs/pressRelease/20130807/home.html>). The sample file must be submitted to NYSED for review and approval.

## Component 2: Computer-Based Field Testing

A goal of Component 2 is to reduce the amount of school/student participation that is necessary in stand-alone field testing by developing as many as possible of the future MC items through embedding them in computer-delivered operational test forms. Depending upon the proportion of schools that choose to administer operational tests on computers, NYSED hopes to ultimately eliminate entirely the need to administer stand-alone MC field test forms. With this goal in mind, the vendor should propose for Component 2 to embed future MC items in as many computer-delivered operational test forms per grade/subject as will be necessary. Unlike with the print-based operational test forms, vendors should plan for all computer-delivered operational test forms to be spiraled within each classroom.

## Analysis of Field Tests

The vendor will provide statistical analyses for the field test administration. The analyses must include, but not be limited to, the following:

- Analyses of field test participation rates;
- Evaluation of the field test sample representativeness;
- Analyses of classical item statistics;
- Analyses of Item Response Theory (IRT) item parameter estimate including the item difficulty and discrimination;
- Evaluation of the item fit and model fit statistics;
- Evaluation of the classical and IRT Differential Item Functioning (DIF) results;
- Overall statistical indices of field test forms reliability;
- Reliability and validity information; and
- Inter-rater reliability.

The Mantel-Haenszel process for selected-response questions, a derivative process for constructed-response questions, or an IRT-derived process for both item types, must be used to evaluate DIF on field test items for males and females and for population focal groups of sufficient size identified by

NYSED. DIF analysis will also be conducted on the field test versions of mathematics test items field tested in English compared to Spanish, plus any other alternate language edition where the N size is 200 or greater. All high DIF items will be evaluated by the vendor and NYSED for suitability for inclusion in operational tests. A copy of each research file containing all field test item responses must be provided to NYSED after each field test.

### **Field Test Technical Report**

The vendor will develop and submit to NYSED a technical report for each field test administration that will include, but not be limited to, the following information:

- Field test design;
- Field test sample and participation rate;
- Field test and operational data match;
- Classical analysis (item analysis, inter-rater reliability, and DIF analysis);
- IRT Scaling (item calibration, item equating, item fit evaluation and IRT DIF); and
- Item flag summary and research guide for item selection.

### **Educator Committees**

NYSED requires the vendor to involve New York State educators in many aspects of the testing program. These events are detailed in Attachment E: Educator Committees and in Attachment G: Grades 3-8 Test Development Process.

All activities involving New York State educators must be held within a radius of 30 miles of the NYSED building at 89 Washington Avenue in Albany, New York.

NYSED has a database of selected educators that it will provide to the vendor to use to contact educators and determine their willingness and availability for participation in educator committees. New names will be added by NYSED. Committees must be composed of educators from all parts of the State, be diverse in terms of race, gender, and the needs/resource capacities of their schools, and be composed of a mixture of both experienced and new reviewers. A waiting list of educators for each event must be established by the vendor in case of last-minute problems with attendance.

For all educator committees, except as time constraints in the first year of the contract may preclude, the vendor must send out written invitations to educators to participate at least 40 days in advance to allow sufficient time for educators to plan accordingly, especially during the school year.

For all educator committee meetings the vendor is required to:

1. Convene and conduct meetings, pay for participant travel expenses at State approved rates, and pay educator participants an honorarium of \$200 per 7.5 hour work day;
2. Contact the educators recommended by NYSED to determine willingness and availability to participate on the committee and to inform them of the logistics around participation. All vendor correspondence with committee members must be provided to NYSED for review and approval prior to dissemination by the vendor;
3. Arrange and pay for the meeting space, within 30 miles of the NYSED building, meals during the meeting hours for all participants, and lodging for those educator participants residing 50 or more miles from the meeting location,
4. Notify NYSED in advance of all committee meetings and provide all committees with the information needed to analyze and review assessment objectives and items;

5. Record and summarize the recommendations of these committees per the specifications in Attachment G or other agreed upon requirements, the result of those recommendations, and report this information in writing to NYSED;
6. Provide NYSED-approved evaluation forms for educators to submit near the end of each meeting providing feedback on the quality of the vendor’s session; and
7. Provide NYSED with educator and staff attendance sheets and copies of the evaluation forms for each meeting.

**Liquidated Damages Related to Passage Selection and Item Development**

NYSED will provide the vendor with initial feedback and allow the vendor to provide acceptable replacements of passages and/or items, as needed, for the field testing due to occur in spring 2017 and thereafter. If after this has occurred, the Vendor has failed to provide the requisite minimum numbers of passages for ELA and/or items for ELA or Mathematics that in NYSED’s judgment meet the criteria provided in Attachments J-K, then the liquidated damages provisions shall apply. The requisite minimum numbers of passages for ELA and items for ELA and Mathematics are specified in this RFP under the heading “Field Testing for ELA and Mathematics.”

NYSED shall reduce by a specified amount the sum of the agreed upon consideration for each of the following activity line items as specified in the agreed-upon budget for the impacted field test(s) (i.e., ELA and/or Math) for the associated year:

**For ELA Assessments**

- Obtain Passages for [relevant year] ELA Field Tests
- Draft Items for [relevant year] ELA Field Tests
- Submit Proposed [relevant year] Field Test Passages and Items to NYSED
- Construct Stand-alone ELA Field Test Forms for [relevant year] Including Anchor Items

**For Mathematics Assessments**

- Draft Items for [relevant year] Math Field Tests
- Submit Proposed [relevant year] Math Field Test Items to NYSED
- Construct Stand-alone Math Field Test Forms for [relevant year] Including Anchor Items

<b>If after NYSED has provided the Vendor with initial feedback and allowed the Vendor to provide acceptable replacements, the Vendor fails to provide at least</b>	<b>Amount to be Reduced By</b>
90% of the requisite minimum number of passages/items	20%
80% of the requisite minimum number of passages/items	40%
70% of the requisite minimum number of passages/items	60%
50% of the requisite minimum number of passages/items	100%

The criteria specified in Attachments J-K are subject to revision by mutual agreement of NYSED and the vendor during the course of the contract resulting from this RFP. If any of these criteria are revised by mutual agreement, the revised criteria shall apply to these provisions for liquidated damages only for those passages and items submitted by the vendor to NYSED after the revisions have been mutually agreed upon.

## Item Banking

Following the administration of field tests, the vendor must compile an operational item bank (OB) that is available to NYSED one month after field-testing. The bank will be added to with each subsequent development cycle and house all items. At minimum, the OB must catalogue each item by unique identification number (UIN), be searchable by specific tags and capable of generating cross-tabbed reports on any and all of the minimum tags. These tags include:

- UIN
- Grade
- Primary, Secondary, Tertiary Focus of measurement
- Item Type
- Targeted Performance Level
- Depth of Knowledge (DOK)
- Key
- IRT statistics
- Cognitive Focus (mathematics)
- Year Developed
- Year Used

Additionally, the vendor must make available to NYSED

- each viable, field-tested operational item (both past and present)
- iteration histories of each item
- all documentation for each item
- all metrics/evaluations for each item

If the vendor combines minimum and additional specifications into a single platform, the vendor must provide technical specifications for the platform. The system must:

- Be secure
- Be searchable by tag
- Provide printing options for NYSED
- Be capable of pulling together mini and full-forms (with aggregated and disaggregated meta-data)
- Be maintained by the Vendor
- Support Windows/Mac OSX platforms
- Allow access to outside agents (external content expert consultants and agencies) approved by NYSED)
- Allow migration of items to future systems

## **Operational Test Administration**

The vendor must adhere to the Form Construction process described in Attachment G and annually submit a timeline for each test that provides specifics on major events, phases, and deliverables. The timeline must include appropriate time for NYSED to review and approve carefully edited copies of all test items, teacher directions, and scoring materials.

## **Operational Forms Preparation**

1. The vendor must provide to NYSED, for its approval, proposed updates to the style guide for the NYS Grades 3–8 ELA and Mathematics Tests delineating the content specific terminology,

phrases, graphics, symbols, and grammatical style. In addition, the vendor must refer to the Core Curricula, the Instructional Recommendations for Elementary and Intermediate Mathematics Instruction, and the Lists of Suggested Mathematics Vocabulary for Grades 3–8 for guidance on terminology.

2. The vendor must annually update the style guide with approval from NYSED.
3. Materials to be produced include all test booklets, including braille, large-type, and translated editions; teacher directions and school administrator manuals; scoring guides for local scoring; and any other examination-related materials necessary for valid administration. Instructions in manuals for teachers and administrators must be clear, complete, and specific. Whenever possible, directions across grade levels and within content areas should be consistent.
4. Prior to printing, the vendor must provide the following prepress deliverables to NYSED:
  - a) A high resolution (i.e., 1200 dpi or better), press-ready PDF file (i.e., all exam fonts and graphics embedded) for the final NYSED-approved version of each exam booklet and its associated scoring materials; these PDF files that are approved for printing are in grayscale with no additional colors;
  - b) Clean printouts of the above mentioned PDF files, single-sided and numbered (except the cover);
  - c) Native layout files (either in QuarkXpress 6.5 or higher, or Adobe InDesign Creative Suite 3 or higher) of the above mentioned PDF files; and
  - d) All related, native art files (either in Freehand MX or Illustrator Creative Suite 3 or higher).
5. Grade and subject designations, as well as *New York State Testing Program* must appear on all test materials. Grade appropriate graphics, content, style, typeface, and font size must be determined by the vendor and approved by NYSED.
6. The vendor will provide NYSED with the materials noted in this section prior to the date of test administration according to a mutually agreed upon schedule. All products and procedures proposed will be reviewed and approved in draft and final form by NYSED, with a minimum of 20 days for review. Materials for NYSED approval will be provided by the vendor in a finished form.
7. The vendor must propose/construct the operational test forms based on the forms specification blueprints, field test results and research guidelines for item selection. The vendor must also propose additional field tested items for possible replacements.
8. Forms construction must adhere to the process described in Attachment G.
9. Item selection for operational test forms will be held at the NYSED building with both vendor and NYSED staff.
10. The vendor must provide proposed forms and all field test statistical data for review per the process described in Attachment G.
11. At Process Step 18, Form Pre-Review, the vendor must also provide NYSED staff with a mapping of all proposed items, per test blueprint, and all form statistics.
12. At least one month prior to forms construction, the Item Bank must be operational, with the possible replacement items.
13. The final operational forms will be jointly reviewed by the vendor and NYSED and approved by NYSED per the process set out in Attachment G.
14. Annually, the vendor must facilitate a risk review and convene and execute a final eyes committee review per Attachment G.
15. At the conclusion of the risk review and final eyes committee review, the vendor must conduct debriefings with NYSED to resolve any concerns raised by the committees.

16. The vendor will prepare and ship to NYSED the quantities that schools request of braille editions of each test plus an additional 25 braille copies of each test booklet. It is expected that the vendor will be required to provide a total of 125 booklets to NYSED in braille for each test booklet. NYSED will provide the vendor with exact quantities to be produced after schools submit their requests. The braille editions must be accurately labeled. The large-type editions must be prepared in camera-ready format for NYSED to print. (See Attachment A: Specifications for Large-Type and Attachment B: Specifications for Contractor/Subcontractor Transcribing Braille.)
17. Mathematics tests will be translated into five target languages other than English. Presently, these Mathematics Tests must be translated into Chinese (traditional), Haitian Creole, Korean, Russian, and Spanish. However, over the course of the contract resulting from this RFP NYSED is likely to have the vendor translate these tests into other target languages in lieu of some of the current target languages. New target languages sought by NYSED are most likely to be selected from Arabic, Bengali, Chinese (Simplified), and Urdu. Translated editions must be back translated. The ELA tests are not translated. The vendor and any subcontractor must refer to bilingual mathematics glossaries and past translations, which are posted on NYSED's web site at <http://www.nysedregents.org/>, for guidance as to NYSED's preferred word usages, formatting, and style.

For Component 2, tests administered by computer, the vendor must propose to **use existing computers within the State's schools** (see Attachment N for minimum specifications), provide a CBT administration and delivery platform, and work with NYSED to ensure the testing platforms are compatible with the existing computers and infrastructure available in New York State's schools and districts.

### **Translations of Math Tests and Liquidated Damages Related to Translations**

1. The Contractor shall provide a forward and backward translation and a third party independent translator to verify and document the decisions made to resolve any inconsistencies between the two versions. The parties acknowledge that NYSED is not required to review and approve translations other than Braille and large type.
2. Issues found in five to ten foreign language translation(s) delivered by the Contractor to NYSED, which require NYSED to reprint the translated test form and/or make an adjustment to students' scores (e.g., a change in what constitutes an acceptable student response for an examination question, or require the elimination of an examination question from consideration in scoring) in the aggregate in any one contract year, shall cause NYSED to reduce by twenty percent (20%) the agreed upon consideration as specified in the line item entitled "Provide [relevant year] Math Operational Tests Translated Editions (including Embedded Items)" in the agreed-upon budget for the associated year. If issues are found in greater than ten foreign language translation(s) delivered by the Contractor to NYSED, which cause NYSED to reprint the translated test forms and/or make an adjustment to students' scores in the aggregate in any one contract year, shall cause NYSED to reduce by forty percent (40%) the agreed upon consideration as specified in the line item entitled "Provide [relevant year] Math Operational Tests Translated Editions (including Embedded Items)" in the agreed-upon budget for the associated year.
3. Issues found in three to six Braille translations of test booklets delivered by the Contractor to NYSED, which cause NYSED to reship revised Braille test booklets and/or make an adjustment of students' scores (e.g., a change in what constitutes an acceptable student response for an examination question, or require the elimination of an examination question from consideration in scoring) in the aggregate in anyone contract year, shall cause NYSED to reduce, by twenty

percent (20%) the agreed upon consideration as specified in the line item entitled “Provide Production Copies [relevant year] Operational Tests Braille Editions (Including Embedded Items)” in the agreed-upon budget for the impacted assessment(s) (i.e., ELA or Math) for the associated year. Issues found in greater than six Braille translations delivered by the Contractor to NYSED, which cause NYSED to reship revised Braille test booklets and/or make an adjustment of students' scores in the aggregate in any one contract year, shall cause NYSED to reduce, by forty percent (40%) the agreed upon consideration as specified in the line item entitled “Provide Production Copies [relevant year] Operational Tests Braille Editions (Including Embedded Items)” in the agreed-upon budget for the impacted assessment(s) (i.e., ELA or Math) for the associated year.

### **For Component 2 Only: Comparability of Testing Modes**

The exams to be delivered by computer as part of the contract resulting from this RFP must also be administered in a paper and pencil mode, and even following the implementation of CBTs, some students will continue to use a paper and pencil test. Therefore, it is essential that both delivery modes are comparable and students are neither advantaged nor disadvantaged by the mode of test taken.

The vendor will be responsible for providing any required data for conducting the research and analysis needed to verify such comparability. One or more research studies must be conducted by the vendor that documents the comparability of the test under PBT and CBT administration conditions.

In the proposal, the vendor should describe the proposed data and research studies to be conducted, along with a proposed timeline for the research.

### **Local Scoring of Operational Tests**

1. The vendor will provide a toll-free number which is staffed from 7:30 A.M.–4:30 P.M. EST each business day to handle all test-related questions for the duration of the scoring period, which begins after each testing period ends. In addition, the vendor will ensure that a toll-free FAX number, with a minimum of three FAX machines, shall be operational 24 hours a day for the duration of the scoring period.
2. All paper delivered operational test multiple-choice questions, including embedded field test and anchor items, will be scanned by the Regional Information Centers (RICs) and the large city (Buffalo, New York City, Rochester, Syracuse, and Yonkers) school district scanning centers. RICs are data processing centers operated by twelve Boards of Cooperative Educational Services (BOCES) that provide answer sheets and scanning services for schools outside the five large city school districts.
3. All operational constructed-response questions are scored by New York State teachers in regional or district-level groups and scanned at the RICs, including the large city school districts. New York State is allowing local districts to choose regional scoring at sites identified by the BOCES and the large city school districts, or choose district-level scoring. In addition, a growing number of public school districts, charter schools, and nonpublic schools have in recent years been contracting on their own with BOCES or other for-profit and not-for-profit entities for their students' CR responses to be scored. Please note that, that separate and aside from the technical proposal submitted in response to this RFP, all vendors with demonstrated experience and capacity to score the types of CR questions detailed in this RFP are welcome to offer such scoring services directly to NYS districts and schools statewide.

4. Bidders must propose a plan to NYSED to collect data and provide quality control for all data records. In this plan, all student answer documents must be scanned at the RICs where both the multiple-choice and constructed-response questions are added to an electronic file. These electronic records are sent to a central location, New York State's Student Information Repository System (SIRS), for aggregation into one data file. This file is then provided to the vendor for scoring and scaling analysis. The vendor will share a copy of a research file containing statewide item level responses for each operational examination with NYSED.
5. Student operational test answer sheets are developed by the RICs and large city school districts scanning centers. The vendor must cooperate with the RICs and large city school district scanning centers to facilitate the development of the most appropriate student operational test answer sheets. The vendor must also work cooperatively with the SIRS to facilitate the transfer of statewide student operational test data. NYSED will provide the vendor with contact information for the RICs, large city school district scanning centers, and the SIRS.

### **Scoring Materials for Operational Test Constructed-Response Items**

1. The vendor will provide clear, complete, and specific scoring guides that are derived from the vendor-prepared field test scoring materials. The vendor will also provide rubrics, student paper exemplars at each score point, practice sets for scorer training and consistency assurance sets. The scoring materials for ELA constructed-response items should include 8 exemplars, 10 practice papers, and 10 consistency assurance papers for each 2-point item and 14 exemplars, 10 practice papers, and 10 consistency assurance papers for each 4-point item. The scoring materials for Math constructed-response items should include 8 exemplars, 10 practice papers, and 5 consistency assurance papers for each 2-point item and 11 exemplars, 10 practice papers, and 7 consistency assurance papers for each 3-point item.
2. The vendor will continue to use scoring rubrics for constructed-response items provided in the Educator Guides. The first level of rubric, which is public, is a generic rubric applicable to all questions with the same possible score range, (e.g., 0–2). Generic rubrics communicate how point values will be assigned for each level of response in terms of the general competency displayed.
3. The second level of rubric is an item-specific rubric. These rubrics are considered secure both before and after the operational test forms to which they apply are scored. Item specific rubrics detail how the scoring principles expressed in the generic rubrics are applied to the specific responses for each constructed-response question.
4. Camera-ready scoring materials must be delivered to NYSED by the first week in October for ELA and the first week in November for mathematics.
5. The vendor-prepared PDF file scoring materials will be furnished to NYSED by the vendor on CDs, flash drives, or other vehicle proposed by the vendor. The vendor will be required to reproduce 7,500 CDs or flash drives and furnished to NYSED. NYSED will disseminate these CDs or flash drives to schools. The vendor must provide all scoring materials in a format that can be posted online by NYSED should NYSED choose to do so. Alternatively, the vendor may propose to provide schools and districts access to the printable scoring PDF files on a vendor-hosted secure FTP site or something similar.

### **Updating of the Educator Guides**

The vendor must annually update the Educator Guide for each of the twelve tests. Updates will be agreed upon by NYSED and the vendor no later than July 1st each year. Updates must be ready for posting by September 1. These Guides may be found at <https://www.engageny.org/resource/test-guides-for-english-language-arts-and-mathematics>. The Guides must address: how the tests were

developed; how they are administered; how scores will be used and in what format they will be reported; how many test books there will be by grade and the length of testing time for each book; what types of test questions (items) will be included (with examples); what standards will be assessed; and test specifications.

**Forms Scaling and Equating**

Vendors must use IRT 3-Parameter Logistic Model for multiple-choice items and 2-Parameter partial credit model or graded response model for constructed-response items to calibrate, equate, and scale the field test and operational test forms. The equating process must allow for year-to-year comparisons for each test through the development of a common scale across years.

Post equating methodology must be used to equate the operational test forms using the non-equivalent groups anchor test design. The vendor must propose an anchor design and items. The vendor must revise or augment the anchor items as necessary to ensure alignment to any changes to the Common Core learning standards or test specifications. The full set of anchor items for each grade must resemble the operational test with regard to the test contents and statistical specifications.

Anchor items will be embedded into the operational test forms. The anchor form in each grade will be divided into four mini sets of anchor items, each containing six multiple-choice items. The full census of schools across New York State will be divided into four representative groups of schools by NYSED through random selection, and each group of schools will receive an operational test with a different set of six or seven anchor items embedded in Book 1 or 2 (see chart below). In the ELA Tests, these six or seven items will be connected to one reading passage. Consequently, across the four groups a minimum of 24 anchor items will be embedded in the operational test administered at each grade level for each of the two test content areas (ELA and Mathematics). These anchor items are not counted toward students’ test scores and will not be released to the public after the test is administered.

<b>Anchor Items included in Stand-alone Field Tests</b>	<b>Total Anchor Items Embedded in Operational Tests</b>	<b>Anchor Items Embedded in Each Operational Test Form</b>
24-28 items in each grade	24-28 items in each grade	6 or 7 items in each test form

Each operational test form can be placed onto the operational scale through the secure anchor items using Stocking and Lord Method. The stability of the anchor items must be examined before being used as anchors in the equating process using appropriate method and statistics.

Additional MC and CR items needed for constructing future operational tests will require a separate field test administration. The bidder must select the field test samples. A common-item equating design can be used to equate and place the SAFT items onto the base scale.

Operational test items can be selected from the item bank established through embedded field test items and SAFTs based on content coverage and statistical specifications. Operational test data must be used for item calibrations and equating and for creating the operational conversion tables. Number correct scoring approach must be used to produce the raw score to scale score table using the test characteristic curve (TCC). The vendor must submit to NYSED the data file used for equating and calibration for review and verification.

If the vendor is using proprietary software to scale and equate the test forms, the vendor must provide NYSED's research staff with access to the software and training in its use at no additional charge to NYSED for the duration of the contract and three years after the end of the contract.

For Component 2, the vendor must propose a plan for embedding anchor items into the larger number of computer delivered operation test forms.

### **Operational Test Technical Report**

Vendor must submit a comprehensive technical report after each operational test administration. The technical report must include, but not be limited to, all the technical information such as test design, test development, scoring, test reliability and validity, calibration and equating, classical and IRT statistics, and analysis of the operational test results.

All research files must be submitted to NYSED containing complete student item-level data as well as scale scores and the demographic information necessary to replicate all analysis.

The vendor must retain all operational test data through the contract period and for five years after the end of the contract.

The vendor will provide a comprehensive technical report for each test (see Attachment F) to include:

- Disaggregating test results at various levels;
- All psychometric and statistical data;
- Reliability data, including internal consistency and decision reliability, and validity data;
- Documentation of item linkages to the standards;
- Inter-correlations by content-specific sections and item types;
- Generalizability analyses must be provided; and
- Item-level data must also be provided.

The 2013 Grades 3-8 Technical Manual should be used as a template. This document can be found on NYSED's web site at: <http://www.p12.nysed.gov/assessment/reports/2013/ela-math-tr13.pdf>.

### **Standard Setting**

Following one year's administration of the Grades 3-8 ELA and Math Tests the vendor will conduct standard setting revisitations. The timing for this revisitation will be decided upon by agreement between NYSED and the vendor, but is tentatively scheduled for spring 2017. For the standard setting, the vendor will handle all logistics, work with NYS teachers to revise performance level descriptors, and conduct the standard setting and all necessary analyses. Technical reports must be produced documenting the standard setting process. The vendor is required to advise NYSED on any psychometric/methodological matters relating to standard setting.

The process for standard setting will consist of the following elements:

1. hold meetings with NYS teachers to develop and/or validate content-area performance level descriptors (PLDs)
2. design and execute appropriate external benchmark data and analysis
3. hold standard setting meetings to set performance standards (see Attachment E for further details).
4. develop a technical report detailing the overall recommendations of panelists, the judgments of each subject area expert in each phase of judgment (as appropriate to the standard setting model) and sections on the development of PLDs and the analysis and presentation of external benchmark data.

## **Performance Level Descriptors (PLD)**

For each test the vendor will handle all logistics and work with NYS teachers to develop and/or to validate content-area performance level descriptors describing the range of student performance within each performance level on the given assessment (“range PLDs”). These meetings will be approximately one day each and must occur no later than March of the school year in which the standard setting will be conducted.

The vendor will be responsible for arranging and paying for conference room space within 30 miles of Albany for the PLD meetings. In addition, the vendor must provide all meeting facilitation and training for participants, and develop and produce all materials necessary to conduct the meetings.

Each PLD meeting will include 25 NYS-certified teachers in the examination content area. NYSED will provide the vendor with names of teachers and faculty for the vendor to contact in order to determine availability and willingness to participate. The vendor will be responsible for arranging and paying for participants’ travel reimbursement, meals, and hotel accommodation for participants residing more than 50 miles from the standard setting location. Teachers and faculty participants will also be paid honoraria of \$200 a day.

In addition to the range PLDs developed at the PLD meetings, threshold PLDs will be developed, describing the knowledge, skills, and practices demonstrated by students at the borderline of each performance level. Threshold PLDs will be developed by standard setting panelists in the beginning of the standard setting meeting.

## **External Benchmark Data Analysis**

In order to ensure that the Grades 3-8 Tests appropriately represent the expectations for students to be on track to graduate ready for college and careers, external benchmark data will be used to help inform the performance standards. Data to be used may include PSAT/NMSQT® scores, SAT® scores, and/or course grade data from NYS public institutions of higher education (SUNY and CUNY). Linking between the Regent Examinations and Grades 3-8 Tests should be conducted for the external benchmark analysis. The standard setting vendor is expected to work collaboratively with NYSED and NYSED’s external partners to determine the extent to which available data can best inform the standard setting process. The vendor will be responsible for designing and executing the appropriate data analyses and disaggregation, as well as developing data visualizations and materials necessary to properly present external benchmark data to participants at the standard setting meeting.

## **Component 2: Computer Based Testing (CBT) and Scoring**

There will be no option for computer based testing for the first operational administration under this contract. All administration of spring 2016 operational tests will be through PBT. However, in Spring 2016, NYSED, through the vendor, will provide the option to schools and school districts to administer the required SAFTs on computers or through PBT. Schools and districts will continue to have this option for SAFTs for the remainder of the contract period.

The first computer based operational administration will occur in spring 2017. Schools will choose whether to administer the tests on paper or computer. Because this will be the first time a statewide NYS K-12 testing program will be available for administration using a computer based delivery system, it is not known what percentage of schools will initially choose to use the CBT system.

However, it is anticipated that the percentage of schools and test-takers within them taking the CBT will increase each successive school year of this contract.

## **Computer Based Test Forms**

The vendor must provide a timeline to develop test forms for computer based field testing and computer based operational testing that mirrors the development of paper based test forms. The vendor must ensure that NYSED has sufficient time to review and quality check the computer based test forms. (See the Schedule of Deliverables for Component 2 for NYSED's preferred timeline.) In addition, the computer based operational test and SAFT forms must be available for participating schools to securely download the encrypted test content one week prior to their administration, if the vendor is providing proctor caching or a similar option.

## **Testing System Specifications**

The vendor is responsible for providing an online test delivery platform and an online test administration platform. NYSED would prefer a CBT system that addresses the criteria below. Except where indicated below, these specifications are preferred, but not required. The vendor should provide a thorough description of their existing test delivery and test administrator platforms addressing how they provide for the criteria below. The description should include details of any test taking tools that are currently available and that are under development.

### **1. Test access control**

NYSED requires a system that provides student authentication with the ability to maintain student and test security including:

- a. Student authentication (e.g., login ID, password) must be required to access an online test. The required authentication information for gaining access to a computer-based test should be generated only within a secure administrative system. A student test record should exist in the administrative system before the corresponding authentication information may be generated.
- b. Additional means of access control are required and should be detailed (e.g., no concurrent logins, access controls based on time and date, randomly generated authentication information)

### **2. Administrative access control**

NYSED requires administrative authentication and access, so that school based non-technical staff can administer successfully and including:

- a. Administrative authentication (e.g., login ID, password) must be required to gain access to administer computer-based tests, view/maintain student data, and access student performance reports.
- b. Integration, as a SAML Service Provider, of user and role information from the NYSED federated identity management solution and authentication of users using the appropriate NYS or regional Identity Provider. Administrative user accounts must be manageable to include the capability to be assigned varying levels of access and functionality and be activated or inactivated as needed.

### **3. Security of test content and student data**

Test security and the security of student data is a primary concern of NYSED. The vendor must provide a solution explaining the specific encryption to be used and the details of the research supporting that use. The following are additional considerations:

- a. All test content must be encrypted at the host server and remain encrypted during all network transmissions.
- b. Only valid authentication information may enable test content to be decrypted to a viewable format. Decryption to memory only (versus being written to disk) is highly desirable by NYSED for protection of its test content. No decrypted or unencrypted test content should exist on equipment outside the hosting facility or NYSED's physical location.
- c. All confidential data must be stored on computer and storage facilities maintained within the United States using appropriate firewalls and security measures.
- d. Test content accessed via valid authentication information must be displayed only while the student is taking the test. Upon completing the test, any residual, decrypted test content must automatically be removed from any systems outside of the host systems.
- e. If caching technology is utilized, details must be provided on how the cached content is secured, managed, and purged.
- f. All transmissions of student data must occur over secure network connections that utilize authentication and encryption technologies.

#### 4. Desktop security during testing

- a. While students are testing, decrypted test content must be protected through control of the desktop of the computer. Vendor must provide a solution by which access to other applications or web sites must be disabled or disallowed while a test is being accessed. Strict controls must be maintained over operating system functionality, printing, copy and pasting, screen captures, keyboard shortcuts, right-mouse clicks or other functionality that could compromise test content.
- b. Security on the desktop should exist equally for all existing operating systems as specified under the hardware requirements.
- c. Consideration of using mobile devices for testing is acceptable, if appropriate security protocols equivalent to those outlined above have been established and security can be assured during testing.

#### 5. Wireless Networking

- a. Some schools and districts utilize wireless networking. The proposed solution should be compatible with wireless networking standards (802.11x) but should not assume that all wireless networks have been configured as secure networks. Details of the security of the online testing solution in a wireless environment must be provided.

#### 6. Network Availability

- a. Have an ability to continue administration during periods of network congestion or interruption that may include caching of content and responses on the local machine
- b. Have configurable parameters for handling network congestion or interruption, e.g., timeouts, latency thresholds, etc.
- c. Respond gracefully when those thresholds are exceeded. E.g., providing the student with a grade level appropriate message and instructions for notifying the proctor while preserving local copies of student responses where required.

## 7. Data Interoperability

- a. The vendor shall include in the bid proposal a specification of all of the required data to enable the administration of the online test. The vendor will accept this data in a non-proprietary interoperable format agreeable to NYSED including Ed-Fi Alliance (<http://www.ed-fi.org/>) or another format adopted by the Common Education Data Standards (CEDS) (<https://ceds.ed.gov/>) Race to the Top Assessment working group. If no such adoption takes place, NYSED will provide data in a common non-proprietary format such as CSV. It is the vendor's responsibility to use the format provided by NYSED to integrate the NYSED data into the vendor's system.

## User Interface

The vendor must provide a description of the user interface that describes how students will interact with the test delivery platform when taking the online test.

1. Standardized display of text and graphics for all students regardless of monitor type and resolution setting. (If a specific resolution setting is required, this should be indicated.)
2. Ability for students to navigate the complete test book (forward, backward, and skipping items).
3. Ability for students to mark a multiple-choice answer using a pointing device or keyboard.
4. Ability for students to change a multiple-choice answer using a pointing device or keyboard.
5. Ability for students to complete constructed-response items by typing their response and selecting basic text formatting options (e.g. italics, underlining).
6. Ability for students to select and insert into their responses any necessary symbols and special characters that are not found on a standard keyboard (e.g. degree symbol, non-Latin letters, subscripts, superscripts).
7. Ability for students to stop taking a test and, with proper authority, be re-located to another computer to login and resume taking the test. Answers should be available to be viewed and changed upon re-entering the secure test with appropriate permission.
8. Ability for students to view the text or graphic simultaneously with the test item stem and distractors when an item or set of items is text or graphic intensive.
9. Availability of NYSED-approved ancillary test materials for use by students (e.g., calculator, ruler, protractor, formula sheets, reference tables). Information on the materials currently used for each test can be obtained on NYSED's website.
10. Indication (on the workstation display) of the name of the student login used to access the test.
11. Indication via a warning screen that the student has chosen to end their test. The warning screen should allow the student to return to continue taking the test.

NYSED strongly desires an online testing environment that provides options to support additional test-taking strategies such as:

1. visually eliminating one or more distractors;
2. highlighting and/or underlining key words or graphics;
3. flagging items as incomplete or in need of review prior to completing the test;
4. indicators of which items have been answered/unanswered; and

5. using online “scratch paper” with text and drawing capability.

## **Administrative System**

The administrative system used to manage the delivery of online tests must be capable of supporting the various aspects of the assessment program.

1. Data Management:
  - a. Ability for administrative users to view and edit students and corresponding demographic information entered as part of the pre-id process
  - b. Ability for administrative users to hand-enter student records prior to or at the time of testing
  - c. Capable of maintaining unique student test records with both optional and required data fields
  - d. Capable of maintaining both student-specific data fields and test-specific data fields
  - e. Capable of maintain information on students enrolled in a course but who do not complete the associated test or whose test is invalidated for various reasons (e.g., absent, left prior to end of testing session, invalidated due to student fraud, etc.)
  - f. Capable of handling multiple individual test records for a single student
2. Test Management:
  - a. Ability for administrative users with appropriate access to schedule students for online tests and generate necessary student login information prior to testing
  - b. Ability to manage test assignments for individual students such that a test may not be administered to a student more than one time in a test administration
  - c. Ability for authorized users to view individual student test information such as actual answers received, date and time of test, duration of test, etc.
  - d. Ability for authorized users to view aggregate test information by subject such as number of tests scheduled, number of tests being administered (real-time), number of tests completed, etc.
3. Security Management:
  - a. Ability to control access based on specific password-protected user accounts (e.g., school-level, district-level, state-level accounts)
  - b. Capable of secure transmission of all student information

## **System Monitoring and Reporting**

Various types and levels of system monitoring shall be implemented by the vendor to ensure availability of the online testing system and to provide NYSED with user statistics.

1. All system monitoring shall be conducted by the vendor with results available to NYSED regularly and upon request.
2. Provide a means for automatically monitoring system availability to end-users. The proposed solution should include automatic notification of system warnings and/or system failures to appropriate vendor staff for corrective action.

3. Provide real-time and archived users statistics to include, but not be limited to, concurrent users, concurrent testers, number of tests scheduled, number of tests completed, etc. Statistics should be by test administration, test type, subject area, and school district as determined by the Department.
4. Provide regular reports of online system usage to include, but not limited to, usage over time, by browser type, operating system type, IP address, etc.
5. The vendor shall provide a method for reporting of transactions at school, district and state level including but not limited to: number of attempted logins, number of successful logins, length of delay from attempt to login to successful login, number of interrupted test administrations, number of student cancelled/stopped transactions, and number of successfully completed tests.
6. The vendor may propose additional and alternative types of system monitoring use by NYSED and/or to ensure system availability to end-users.

### **System Availability, Maintenance, and Updates**

The vendor's online test delivery system must be available to schools, with the exception of scheduled downtime as approved by NYSED, to deliver and score online tests and conduct related administrative functions.

1. System Availability and Maintenance:
  - a. Capable of delivering online tests and allowing access to conduct related administrative and functions at all times during scheduled testing periods and three weeks before and after. Scheduled downtime should occur outside of the above timeframes.
  - b. In the event that system downtime is determined necessary to resolve a critical issue within the above timeframes, NYSED must be notified and approve the downtime prior to the system becoming unavailable.
  - c. A communication plan must be designed to be used for planned and unplanned system outages, including communication with NYSED, districts, and schools.
  - d. A disaster recovery plan must be submitted as part of the technical proposal.
2. System Updates:
  - a. Throughout the life of the awarded contract, it is assumed the proposed online solution may change due to necessity and system enhancements. NYSED must be made aware of planned changes to the online testing system that will occur no less than six (6) months prior to the deployment of any system changes. No changes may occur during a given school year. Accurate, detailed documentation of all changes must be provided to NYSED for review at least three (3) months prior to deployment into production. The updated functionality also should be made available in a non-production test environment four (4) weeks prior to deployment for NYSED to review. Requests for exceptions to this timeline shall be presented to NYSED for case-by-case consideration.
  - b. NYSED reserves the right not to have system upgrades deployed prior to or during a statewide test administration period. System changes should be deployed only when approved by NYSED and with the intent to maintain or improve the level of system functionality.

- c. Provide a detailed description of how system updates, system patches, and/or system enhancements are planned, managed, and fully tested prior to deployment into production.
- d. If locally installed software is required as part of the proposed online testing solution, a description of how frequently that software may need to be updated and what the updating process consists of must be included. NYSED strongly desires a solution that includes minimal update efforts to be put forth by school or school district personnel especially within an academic year. Any system update processes must be described and ideally will be automated when possible to reduce the need to configure or update individual workstations within schools prior to administering tests.

### **Readiness Verification Process**

Prior to conducting computer based SAFTs or computer based operational tests, the vendor must provide an online tool, utility, or process for schools and school districts to use to verify the capacity of their technical infrastructure for conducting computer-based tests that use the vendor's test administration platform. Districts and schools should be able to verify that workstations meet minimum specification, that bandwidth meets minimum requirements, and that the network can support concurrent users during normal school hours.

The verification tool must reflect the minimum connectivity and hardware needed for successful online testing using the vendor's online delivery solution. The tool should be available for school districts to use for benchmarking throughout the academic year.

### **Online Practice Tests**

The vendor will be required to provide an online student practice test for each grade level and content area to allow students and test administration staff to become familiar with the online testing environment, and how to verify proper configuration and functioning of the network and devices, prior to a live test administration. The practice test need not be as long as an actual operational test, but should include a sample of items representing item types and should be appropriate for familiarizing students with each system feature they will need to use during operational testing. These items will be taken from NYSED-developed sample items or previously administered exams. NYSED and the vendor will work collaboratively to determine the appropriate items to be included on the practice tests. It is NYSED's preference that the practice tests be available throughout the school year (including summer school), but at a minimum they must be available for two months prior to field and operational test administration.

### **Training and Technical Support**

The vendor must provide local schools and districts with clear and complete training materials and complete technical support to enable them to successfully administer tests using the online delivery system.

The following types of system documentation shall be written, maintained, and provided to NYSED and local schools and school districts. The following represents a minimum requirement; additional documentation types and formats may be proposed.

1. System User's Guide that fully details the functionality of the online testing system for an end user in a school or district

2. System Infrastructure Guide that details the minimum and recommended technical specifications and configurations needed to successfully access the online testing system and deliver online tests
3. System Training Workbook that provides step-by-step details for how to complete the most commonly needed tasks in the online testing system
4. System Update Notifications that detail the specifics of newly deployed system changes. Such information also should be included in the previous documents; however, this documentation will summarize system changes for advanced users who would not likely reread a complete user's guide.

Prior to test administration, the vendor must provide written training materials for schools and districts. In addition, the vendor must provide six regional training sessions annually for schools and districts in person, via webinar, or a combination of both.

In addition to training materials and system documentation, the vendor must provide a telephone support helpline for schools to contact during practice testing, field testing, operational testing, and online scoring. Telephone support must be available each business day from 7am – 7pm EST during critical periods and from 7:30am – 4:30pm EST during the duration of the contract to answer calls related to the use of the online delivery and scoring systems. In addition, school personnel must be able to send in concerns by email and fax. The vendor shall provide NYSED with a report showing the number of calls received each day, the concerns or issues prompting the calls and their resolution, and the average wait time for a response.

During the scoring of the operational tests, the vendor will be responsible for providing technical support for each local school-based scoring site that is using the vendor-provided computer based CR scoring platform.

### **Program Management**

The vendor must submit documentation demonstrating personnel experiences and expertise congruent with staff assignments for all aspects of the tasks outlined in the RFP. The vendor shall provide plans and procedures for ensuring that staffing is commensurate with the project's scope of work throughout the duration of the contract and immediately notify NYSED of any changes in staffing including any subcontractors. NYSED reserves the right to review and approve any proposed changes in key staffing and/or subcontractors.

Detailed and sufficient information must be presented to lead evaluators 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. The time commitments of the proposed staff. Time commitments should be described in terms of projected hours per week devoted exclusively to the NYSED project.
3. Provide a detailed description of responsibilities for all proposed staff.
4. Detailed resumes for all staff members associated with this project.

The bidder must identify either two program managers (one each for ELA and mathematics) or an overall program manager and at least one assistant program manager to be the central points of contact with NYSED for the contract. The program managers and all other key staff, including the three ELA content specialists, three mathematics content specialists, development supervisor, and

research staff, must be identified by name and experience in writing. Current resumes for these staff members and any other key staff must be included as part of the proposal.

Bidders are expected to demonstrate that the individuals identified as program managers have sufficient 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.

### **Program Manager Requirements**

1. The two program managers or one overall program manager and one assistant program manager for this contract must not have primary responsibility for any large scale testing program in another state or with a consortium serving multiple states.
2. A detailed resume and two professional references that can attest to the individuals' qualifications and experience should be included with the proposal.
3. At least three years of experience managing large scale assessment projects from conception through completion following industry recognized project management methodology is expected.
4. Previous experience in a Grades 3–8 education project is expected.
5. A demonstrated knowledge of testing procedures and strong organizational, managerial, and communication skills are expected.
6. A bachelor's degree is required. A master's degree or above is preferred.
7. Project management certification through the Project Management Institute (PMI) as a Project Management Professional (PMP), or other recognized program management certification is preferred. If the proposed program managers hold such certification, evidence of the certification should be included in the proposal.

### **Program Manager Duties**

The program managers will:

1. Travel to Albany at least four times a year to meet with NYSED program staff in the NYSED building. A start-up meeting must be held in Albany at the beginning of each contract year.
2. Develop and submit an annual detailed project plan to NYSED for review and approval. The purpose of the plan is to provide NYSED with an overall analysis of the methods the vendor will utilize to perform all aspects of the RFP and contract in the required timeframe. The vendor will not perform work on the project until NYSED has approved the vendor's project plan.
3. Maintain accurate, up-to-date information of the current status of all vendor and subcontractor(s) work on the project, and timely communicate such information to NYSED.
4. Coordinate and participate in quarterly review meetings and weekly conference calls to discuss the project status and any issues related thereto. Within one week following each quarterly review meeting, the vendor must provide meeting minutes to NYSED. The vendor must also provide a written statement on all important decisions made during weekly conference calls.
5. Submit bi-weekly status reports electronically updating NYSED on all phases of the development and implementation of the project and progress made in accordance with the detailed project plans and contractual requirements. Such bi-weekly reports must include the following:
  - A current detailed listing of all work and activities completed and in progress with corresponding dates;
  - A detailed list of upcoming work;

- A list of all information needed from NYSED in order for work to proceed;
  - External dependencies, if any, which may affect the schedule, and the variance by which they would affect the schedule; and
  - All dates must correspond to all timelines and schedules for deliverables.
6. 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 vendor. All materials must be appropriately proofed by the vendor for errors. The program manager must submit materials to NYSED according to a mutually agreed upon timeline to allow for appropriate review.
  7. Oversee the development and implementation of changes as necessary to ensure that the projects remain within specified scope and are within time, cost, and quality objectives.

The vendor must provide a means for the program managers to be reached between 6 am and 10 pm EST Monday through Sunday during periods of operational testing.

### **Notification Procedures**

In the event that a problem or potential problem arises with regard to security, quality, timeliness, 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 Director of State Assessment, or his/her designee, via telephone and in writing of the issue and the vendor's proposed solution and shall also include the issue and NYSED approved solution on any subsequent report(s).

### **NYSED Approval**

NYSED shall have approval authority over all aspects of the Grades 3–8 ELA and Mathematics Testing Programs including, but not limited to, the following:

1. All material, products, and services produced by the vendor, including, but not limited to, all test items and passages, test forms (test booklets and answer documents), brochures, guides, student information labels and answer sheet identifiers, manuals, teacher's directions, and any and all other printed materials produced for this project. In addition, all test forms produced in braille or large type must be reviewed and approved by NYSED before final copies are provided to NYSED.
2. All development and operational plans for field testing items.
3. All plans and timelines for item development, item replenishment, scoring, and reporting.
4. All schedules, including but not limited to training schedules, rollout schedules, implementation schedules, scoring/reporting schedules and item review schedules.
5. All reports, including but not limited to, technical reports (ongoing and post-operational), and field test reports.
6. Any changes to project staff, including program managers, content, or research staff on and after award of the contract and commencement of work for the duration of the contract.
7. All vendor correspondence with the media, the field, or entities other than NYSED, including that to schools and committee members.

Any changes to services or deliverables under this procurement must be in accordance with a written description clearly justifying the need for the change and identifying all rationale for the change (Change Order). 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 vendor. No work that is

not already contracted for should be started by the vendor prior to its official approval by NYSED and the Office of the State Comptroller.

### **Security**

Security of individual student data and test items, including the thorough retrieval and accounting for all secure field test materials, is essential. The vendor must adhere to all of NYSED's security protocols regarding transmission and shipping of secure materials. The vendor must adhere to all of NYSED's security protocols regarding transmission and shipping of secure materials. This includes secure shipment of all physical materials using a carrier with ground tracking capability.

The vendor must use encrypted files and design, host, and maintain a secure file transfer protocol (FTP) site as a means of file transfer. Access to the NYS test information on this site must be limited to the vendor and NYSED unless further sharing with other parties is authorized in writing by NYSED. Any other electronic transfer via e-mail, Internet, or facsimile (FAX) of individual student information or any secure test materials is not permitted unless authorized by NYSED to do so on a case-by-case basis. When shipping secure materials, the vendor must use a delivery service with online ground tracking capabilities. All shipments between the vendor and NYSED or the vendor's subcontractors must be in locked boxes, which will be supplied by NYSED.

All confidential data must be stored on computer and storage facilities maintained within the United States using appropriate firewalls and security measures.

All vendor staff and subcontractors having access to secure or confidential information, including but not limited to test questions, scoring materials, student data and personally identifiable information, shall sign a non-disclosure agreement (Attachment D) prior to receiving access to such materials. The vendor will maintain all signed agreements for the duration of the contract term and five years thereafter, and will provide them to NYSED upon request.

Bidders must describe all aspects of their security procedures handling large scale testing products in their proposals, which must be at a minimum, consistent with the Security Guidelines for New York State Assessment Program (Attachment C), Data Security and Privacy Plan (Appendix R), and Parents' Bill of Rights (Appendix S). These security guidelines were developed by NYSED to set forth the management of secure materials and should be reflected in the vendor's procedures.

### **Qualifications and References**

Bidders should document experience in the development of secure, high volume, standardized assessment programs including both multiple-choice and constructed-response items. Qualifications for test development, field testing, scoring, research, test material preparation, and test administration should also be documented as appropriate. Bidders should demonstrate the capacity to complete this project using their own hardware and software.

The proposal should include a minimum of three current professional references to substantiate these qualifications. Current shall mean relevant within the past three years. References should include name, title, company name, address, phone number, and e-mail address. Do not use NYSED staff as references. The proposal should include the dates of service and a brief summary of the services provided.

### **Contract Period**

The contract resulting from this RFP will be for a single award with a term of five (5) years and four (4) months. The contract will begin on July 1, 2015 and end on October 31, 2020.

## **Terms and Conditions**

1. All tests and test-related materials submitted to NYSED pursuant to the contract are required to be original materials developed solely by the vendor for use in satisfaction of this contract.
2. All examinations (including field and operational test items in both print and computer file format) and examination-related materials are the exclusive property of NYSED and cannot be used by the vendor or any subcontractor for any purpose other than what is defined in the contract.
3. NYSED is the sole owner of outputs resulting from the work proposed in the RFP, including, but not limited to: item banks, technical documents, test questions developed for field tests, operational tests, all scoring materials, test samplers, manuals, scoring rubrics, score scales and all guides, booklets, papers and reports generated under this contract. The vendor must be prepared to deliver all or part of these outputs to NYSED at any point during the term of the contract. These materials can only be used by NYSED. Ownership rights are more fully set forth in Appendix A-1 which will form a part of the contract.
4. All such outputs are to be turned over to the State in print/or electronic form, as specified by NYSED, prior to the final payment to be issued under this agreement. The State may accordingly, at its discretion, make public, and may publish on its web site, all examinations and related materials noted in the preceding paragraph after administration of the operational examination.
5. All materials are to be delivered, as appropriate, in copyright form. Where original works are included in the body of the material, an acknowledgment statement must be included, setting forth the copyright information with respect to such original works.
6. All materials written or revised under this Agreement are to be held strictly confidential and may not be copied, duplicated, or disseminated in any manner other than as authorized in writing by NYSED. The vendor must obtain permission from copyright holders to use copyrighted work on the tests. Permissions from copyright holders regarding the use of 75% of the copyrighted works appearing on the tests must include permission to post these materials on NYSED's web site.
7. The vendor (and its employees, agents, consultants, or subcontractors arising out of this contract) will not disclose any information pertaining to NYSED's test content, specifications, or development to any person(s) or entity that does not need to know such information for the purpose of carrying out the tasks specified by the contract.
8. If the vendor also develops or publishes textbooks or practice tests for adoption within the State of New York, the vendor agrees that, when promoting to New York State customers such textbooks, ancillary materials, and/or practice tests, the vendor will not make any reference to the vendor having been awarded the contract or the vendor's performance of the services for NYSED contemplated by the contract.
9. If the vendor is under ownership with another entity that develops or publishes textbooks or practice tests for adoption within the State of New York: a) ("Related Publisher"), the vendor reiterates the restriction against disclosure as stated; b) the Related Publisher is restricted from providing any information to the vendor pertaining in any way to content uses, or proposed to be used, in the Related Publisher's development of textbooks or practice tests for adoption within the State of New York; and c) the Related Publisher is restricted, when promoting to New York State customers, the Related Publisher's practice tests and/or textbooks developed for adoption within the State of New York, from making any reference to the common ownership of the Related Publisher and the vendor or any reference to the vendor's performance.

## **Cooperation with Other Contractors**

NYSED currently has, or may develop, contracts for certain test-related activities that are associated with the Grades 3–8 ELA and Mathematics Tests. These services include re-scoring of a sample of

students' responses to constructed-response questions. In the event that any of these contracts are held or awarded to other vendors, the vendor awarded the contract tied to this RFP must cooperate fully and in a timely manner with those vendor(s) providing other services associated with these examinations.

In addition, many school districts and nonpublic and charter schools will be contracting with not-for-profit and for-profit entities of their choosing to score their students' responses to the CR questions on the tests. If Component 2 of this RFP is executed and these schools administer the tests on computers, the vendor must cooperate fully and without any charge to these entities in supporting their use of the vendor-provided platform for scoring.

### **Considerations and Other Issues**

The vendor agrees to cooperate with NYSED with respect to any challenge to an examination and, if necessary, provide at no expense to NYSED experts, evidence, witness testimony, or other documentation necessary, within reason, to refute a challenge to the validity, reliability, cultural fairness, or any other aspect of the development of the examination with which the vendor was associated for a minimum of five years after a particular test item, test form, or field/operational test is administered.

Upon completion or termination of the contract awarded as a result of this RFP, the vendor will use its best efforts to assist NYSED in completing a seamless transition to any successive vendor and/or NYSED, including, but not be limited to, assisting NYSED in developing and implementing a feasible transition plan in advance of the anticipated expiration, cancellation, or termination of the contract.

The vendor agrees to cooperate fully with any successive vendor and NYSED and refrain from any activity that would interfere with the implementation of the transition plan and a seamless transition. The vendor shall provide all items, reports, materials, data, and equipment owned by NYSED in the vendor's possession, and any information useful to and requested by NYSED in developing a RFP for a successive vendor, prior to the expiration, cancellation, or termination of the contract.

The vendor will work with NYSED to determine the optimum format for providing data and information that will optimize the reuse of this data and information by any successive vendor. The vendor 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 vendor under this contract.

### **Electronic Processing of Payments**

In accordance with a directive dated January 22, 2010 by the Director of State Operations - Office of Taxpayer Accountability, all state agency contracts, grants, and purchase orders executed after February 28, 2010 shall contain a provision requiring that contractors and grantees accept electronic payments. Additional information and authorization forms are available at the State Comptroller's web site at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm).

### **Subcontracting**

Subcontracting will be limited to thirty percent (30%) of the annual contract budget. Subcontracting is defined as non-employee direct personal services and related incidental expenses, including travel. All subcontractors must be listed on the Subcontracting Form located in the Submission Documents. In addition, the cost of subcontractor payments for each deliverable must be listed under "Purchased Services" in the Bid Form Cost Proposal – Schedule of Deliverables.

## **M/WBE OPPORTUNITIES**

### **M/WBE and Equal Employment Opportunities Requirements Contractor Requirement and Obligation under New York State Executive Law, Article 15-A (Participation by Minority Group Members and Women With Respect to State Contracts)**

In an effort to eradicate barriers that have historically impeded access by minority group members and women in State contracting activities, Article 15-A, of the New York State Executive Law §310-318, (Participation By Minority Group Members and Women With Respect To State Contracts) was enacted to promote equality of economic opportunities for minority group members and women.

The New York State Education Department (“NYSED”) has enacted its policies Equal Opportunity, Non-Discrimination and Affirmative Action and on Minority and Women-Owned Business Enterprise Procurements, consistent with the requirements as set forth under the provisions of Article 15-A (the “Article”) incorporated by reference, requiring Contracting Agencies to implement procedures to ensure that the “Contractor” (as defined under Article 15-A, §310.3 shall mean an individual, a business enterprise, including a sole proprietorship, a partnership, a corporation, a not-for-profit corporation, or any other party to a state contract, or a bidder in conjunction with the award of a state contract or a proposed party to a state contract, complies with requirements to ensure Equal Employment Opportunities for Minority Group Members and Women, in addition to providing Opportunities for Minority and Women-Owned Business Enterprises on all covered state contracts.

In keeping with the intent of the Law, it is the expectation of the Commissioner and the responsibility of all contractors participating in and/or selected for procurement opportunities with NYSED, to fulfill their obligations to comply with the requirements of the Article and its implementing regulations.

In accordance with these requirements, the contractor hereby agrees to make every good faith effort to promote and assist the participation of certified Minority and Women-Owned Business Enterprises (“M/WBE”) as subcontractors and suppliers on this project for the provision of services and materials in an amount at least equal to the M/WBE goal (Included in the procurement document) as a percentage of the total dollar value of this project. In addition, the contractor shall ensure the following:

1. All state contracts and all documents soliciting bids or proposals for state contracts contain or make reference to the following provisions:

a. The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, marital status, gender, religion, veteran status, sexual orientation, genetic disposition or carrier status 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.

For purposes of the Article, affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination and rate of pay or other forms of compensation.

b. 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, marital status, gender, religion, veteran status, sexual orientation, genetic disposition or carrier status and that such union or representative will affirmatively cooperate in the implementation of the contractor’s obligation herein.

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, marital status, gender, religion, veteran status, sexual orientation, genetic disposition or carrier status.

2. The contractor will include the provisions of subdivision one of this section in every subcontract as defined under §310.14, except as provided under §312.6 of the Article, in such a manner that the provisions will be binding upon each subcontractor as to work in connection with the State contract.

3. Contractor or subcontractors shall comply with the requirements of any federal law concerning equal employment opportunity, which effectuates the purpose of this section.

4. Contractors and subcontractors shall undertake programs of affirmative action and equal employment opportunity as required by this section<sup>‡</sup>. In accordance with the provision of the Article, the bidder will submit, with their proposal, Staffing Plan (EEO 100).

5. Certified businesses (as defined under Article 15-A, §310.1 means a business verified as a minority or women-owned business enterprise pursuant to §314 of the Article) shall be given the opportunity for meaningful participation in the performance of this contract, to actively and affirmatively promote and assist their participation in the performance of this contract, so as to facilitate the award of a fair share of this contract to such businesses<sup>§</sup>.

6. Contractor shall make a good faith effort to solicit active participation by enterprises identified in the Empire State Development (“ESD”) directory of certified businesses, which can be viewed at: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=4687>. The contractor must document its good faith efforts as set forth in 5 NYCRR 142.8. This document, Contractors Good Faith Efforts, can be found in the M/WBE Submission Documents.

7. Contractor shall agree, as a condition of entering into said contract, to be bound by the provisions of Article 15-A, §316.

8. Contractor shall include the provisions set forth in paragraphs (6) and (7) above, in every subcontract in a manner that the provisions will be binding upon each subcontractor as to work in connection with this contract.

9. Contractor shall comply with the requirements of any federal law concerning opportunities for M/WBEs which effectuates the purpose of this section.

10. Contractor shall submit all necessary M/WBE documents and/or forms as described above as part of their proposal in response to NYSED procurement.

11. The percentage goals established for this RFP are based on the overall availability of M/WBEs certified in the particular areas of expertise identified under this RFP. These goals should not be construed as rigid and inflexible quotas which must be met, but as targets reasonably attainable by means of applying every good faith effort to make all aspects of the entire Minority and Women-Owned Business Program work.

12. Contractor shall ensure that enterprises have been identified (M/WBE 102) within the Utilization Plan, and the contractor shall attempt, in good faith, to utilize such enterprise(s) at least to the extent

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<sup>‡</sup> Notice – Contractors are provided with notice herein, NYSED may require a contractor to submit proof of an equal opportunity program after the proposal opening and prior to the award of any contract. In accordance with regulations set forth under Article 15-A §312.5, contractors and/or subcontractors will be required to submit compliance reports relating to the contractor’s and/or subcontractor’s program in effect as of the date the contract is executed.

<sup>§</sup> Should the contractor identify a firm that is not currently certified as an M/WBE, it should request that the firm submit a certification application to the NYSED M/WBE Program Unit by the deadline for submission of proposals for eligibility determination. NYSED will work with ESD to expedite the application, however, it is the responsibility of the contractor to ensure that a sufficient number of certified M/WBE firms have been identified in response to this procurement, in order to facilitate full M/WBE participation.

indicated in the plan, as to what measures and procedures contractor intends to take to comply with the provisions of the Article.

13. Contractor shall upon written notification from NYSED M/WBE Program Unit as to any deficiencies and required remedies thereof, the contractor, within the period of time specified, will submit compliance reports documenting remedial actions taken and other information relating to the operation and implementation of the Utilization Plan.

14. Where it appears that a contractor cannot, after a good faith effort, comply with the M/WBE participation requirements, contractor may file a written application with NYSED M/WBE Program Unit requesting a partial or total waiver (M/WBE 101) of such requirements setting forth the reasons for such contractor's inability to meet any or all of the participation requirements, together with an explanation of the efforts undertaken by the contractor to obtain the required M/WBE participation.

For purposes of determining a contractor's good faith efforts to comply with the requirements of this section or be entitled to a waiver, NYSED shall consider at the least the following:

I. Whether the contractor has advertised in general circulation media, trade association publications and minority-focused and women-focused media and, in such event;

a. Whether or not the certified M/WBEs which have been solicited by the contractor exhibited interest in submitting proposals for a particular project by attending a pre-bid conference; and

b. Whether certified businesses solicited by the contractor responded in a timely fashion to the contractor's solicitations for timely competitive bid quotations prior to the contracting agency's deadline for submission of proposals.

II. Whether there has been written notification to appropriate certified M/WBEs that appear in the Empire State Development website, found at: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=4687>.

All required Affirmative Action, EEO, and M/WBE forms to be submitted along with bids and/or proposals for NYSED procurements are attached hereto. Bidders must submit subcontracting forms which:

1) fully comply with the participation goals specified in the RFP; OR

2) partially comply with the participation goals specified in the RFP, and include a request for partial waiver, and document its good faith efforts to fully comply with the percentage goals specified in the RFP; OR

3) do not include certified M/WBE subcontractors or suppliers, and include a request for a complete waiver, and document its good faith efforts to fully comply with the participation goals specified in the RFP.

All M/WBE firms are required to be certified by Empire State Development (ESD) or must be in the process of obtaining certification from ESD. Online Certification can be found at <https://ny.newnycontracts.com/FrontEnd/StartCertification.asp?TN=ny&XID=2029>

**Failure to comply with the requirements of Article 15-A as set forth under this procurement and in conjunction with the corresponding contract, will result in the withholding of associated funds and other enforcement proceedings set forth under Article 15-A.**

## 2.) Proposal Submission

### Documents to be submitted with this proposal

This section details the submission documents to be transmitted to NYSED in response to this RFP. NYSED shall own all materials, processes, and products (software, code, 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 NYSED. Any subcontractor is also bound by these terms. The submission of these documents will become the basis on which NYSED will judge the respondent's ability to perform the services specified in the RFP.

#### Project Submission:

Bidders must submit one technical proposal (to include both test development and computer based testing, Components 1 and 2) and a cost proposal containing the budget for both components. Component 1 is for the development of Grades 3–8 ELA and Mathematics Tests to include multiple-choice and constructed-response questions in print ready format. Component 2 is to provide the services and support detailed in this RFP necessary to enable all schools statewide to have the choice of administering the stand-alone field tests and the operational tests on school-owned computer devices and to enable schools choosing CBT to score the constructed-response questions on a vendor-provided computer scoring platform. The proposal submitted in response to this RFP must contain eight (8) copies of the technical proposal (one bearing an original signature), three (3) copies of the cost proposal (one bearing an original signature), three copies of each set (one set for Component 1 and one set for Component 2) of the M/WBE documents (one bearing an original signature), and two (2) CDs containing an electronic version of the complete bid package. All proposals must be received by **April 2, 2015 by 3:00 p.m.**

The proposal must 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. Bidders must specify all details and dates required to evaluate the technical proposal and should limit the aspects of the project plan which are to be determined only after the award of a contract. **Optional deliverables to be provided only at an additional cost should not be detailed and will not be considered.** Contractual terms, conditions, and assumptions should not be included in the proposal.

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

#### Technical Proposal for Component 1 (70 Points)

Eight copies (one bearing an original signature) of the Technical Proposal should be organized in a binder with tabs clearly labeling each section as detailed below, and must include the following:

1. **Mandatory Requirements Certification Form**    **Signature Required**
2. **Project Description as outlined below:**

##### **1. Staffing and Program Management (10 points)**

The proposal should identify all key staff, including the program managers, content staff, and research staff, by name and provide details about the proposed staffing plan, including an

organizational diagram. For each staff member, the bidder must provide a resume and a detailed description of responsibilities, qualifications, and the number of hours per week spent exclusively on the NYSED project. The proposal must provide sufficient detail to enable reviewers to evaluate the appropriateness of the proposed staff. The proposal must describe how different staff members and divisions will interact with one another, subcontractors, NYSED staff, teacher committees, schools, and other contractors working with NYSED. The proposal must describe how program managers will work with NYSED staff, including planning and coordinating status meetings and conference calls, providing summaries and minutes of meetings, developing status reports and project plans, notifying NYSED of any potential problems or changes to dates or deliverables, and submitting all deliverables according to the agreed upon schedule with appropriate time for NYSED review and approval. The proposal must describe how the bidder will ensure that the work of the contract has the necessary priority within the organization to be completed with the highest quality and on time.

### **2. Test Development (10 points)**

The proposal must describe the bidder's experience in developing passages and both multiple-choice and constructed-response items for large-scale assessment programs and its plans and capacity to develop the passages, multiple-choice, and constructed-response items required by the RFP. The bidder must detail its plans for assembling tests according to the test design and other specifications of the RFP using items from the bidder's existing bank, newly developed items, or a combination of both. The proposal must include developing more items than will be needed for the operational tests, as specified in the RFP, in order to build operational tests from successfully field tested items, as well as an item bank for NYSED's use. The bidder should describe how it will develop a variety of passages and items in order to ensure that multiple genres are reflected in each ELA operational test and that the items on both the ELA and mathematics operational tests cover the widest range of performance indicators possible. The proposal must include specifics on the required teacher review committees and the operational forms construction meetings to be held with NYSED staff.

### **3. Preparation of Test Materials (10 points)**

The proposal must describe the bidder's experience in preparing materials for large-scale assessment programs and its plans and capacity to develop all the materials required by the RFP, including printed field test materials (test booklets, answer sheets, teacher directions, and instructions for administration) and camera-ready operational test materials (test booklets, school administrators manuals, teacher directions, and scoring guides and materials). The proposal must also include the development of translated, braille, and large-type versions of the tests and scoring materials. The bidder must describe the development and revision of a style guide for the Grades 3–8 ELA and Mathematics Tests. The proposal must demonstrate that the bidder has the technical capacity and staffing levels needed to provide quality control and to produce all materials in the timeframe required.

### **4. Field Testing (10 points)**

The proposal must describe the bidder's experience in field testing large-scale assessments and its plans and capacity to conduct field testing as required by the RFP, including both stand-alone and embedded field tests. The proposal must include the bidder's plans for selecting field test samples for stand-alone field tests, ensuring they are representative of NYS schools, and oversampling to ensure that the minimum number of actual student responses is obtained for each field test form. The proposal must contain the development, printing, shipping, and retrieval of all stand-alone field test materials, and communication with schools in order to notify them of the field tests and work to obtain any unreturned field test materials. The proposal must include a description of how the bidder will score constructed responses, including rangefinding, developing scorer training materials, and recruiting and training appropriate scorers. The proposal must also include a description of how multiple-choice field test items will be embedded into operational test forms.

### **5. Research (10 points)**

The proposal must describe the bidder's experience in conducting research for large-scale assessments and its plans and capacity to perform the research required by the RFP. The proposal must include appropriate field test analyses, forms scaling and equating, embedding anchor forms, conducting a linking study, conducting standard setting, providing all data files to NYSED, and preparing all required technical reports. The bidder must describe in detail the proposed methods to be used and the rationale for such methods.

### **6. Test Administration and Field Support (5 points)**

The proposal must describe the bidder's experience in test administration and providing field support for large-scale testing programs and its plans and capacity to perform all services required by the RFP. The proposal must describe the development of all administration manuals, teacher's directions, and scoring materials needed for local scoring of the tests and include plans to annually update the "Educator Guide" for each English Language Arts and Mathematics Test. The bidder must describe its plans for providing a scoring hotline to answer test-related questions during the local scoring period. The proposal must also describe how the bidder will work with local scanning centers (RICS and large city school district scanning centers) and SIRS to coordinate the development of answer sheets and the transfer of student test data. The proposal must include plans for receiving, scoring, and analyzing student test data and providing appropriate quality controls for all data.

### **7. Security (10 points)**

The proposal must describe in detail the bidder's facilities, infrastructure, and security protocols, including specifics about each stage of the test development and administration process. The proposal must specifically address how the bidder will maintain the security of test items prior to operational test administration, including during committee meetings and field testing, and how the bidder will maintain the security of all test and individual student data. All requirements of the RFP, including Attachment C and Appendices R, S, and S-1, must be addressed.

### **8. Qualifications and References (5 points)**

The proposal must describe how the bidder meets the qualification requirements for the development of large-scale assessment programs, including test development, field testing, scoring, research, material preparation, and administration. The proposal must demonstrate that the bidder has the hardware, software, and staffing to complete all required tasks. The proposal should include a minimum of three current professional references to substantiate these qualifications. Current shall mean relevant within the past three years. NYSED staff may not be used as references. Each reference should include the name, title, organization, address, telephone number, and e-mail address. The dates of service and a brief summary of the services provided should be included for each reference. The bidder should ensure that contact information is current and accurate.

## **Technical Proposal for Component 2 (70 Points)**

Eight copies (one bearing an original signature) of the Technical Proposal should be organized in a binder with tabs clearly labeling each section as detailed below, and must include the following:

### **1. Project Description as outlined below:**

#### **1. Organizational Capacity (15 points)**

The proposal must 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 detailed in Component 2, Computer Based Testing. It identifies all key staff, including the program managers, information technology, and

customer support/training staff, by name. For each staff member, the bidder must provide a resume and a detailed description of responsibilities, qualifications, and the number of hours per week spent exclusively on the NYSED project. The proposal must provide sufficient detail to enable reviewers to evaluate the appropriateness of the proposed staff. The proposal must describe how different staff members and divisions will interact with one another, subcontractors, NYSED staff, teacher committees, schools, and other contractors working with NYSED. The proposal must describe how program managers will work with NYSED staff, including planning and coordinating status meetings and conference calls, providing summaries and minutes of meetings, developing status reports and project plans, notifying NYSED of any potential problems or changes to dates or deliverables, and submitting all deliverables associated with Component 2 according to the agreed upon schedule with appropriate time for NYSED review and approval. The proposal must describe how the bidder will ensure that the work of the contract has the necessary priority within the organization to be completed with the highest quality and on time.

## **2. Training and Technical Support (10 points)**

The proposal must describe the bidder's experience in hosting and supporting online test administration and providing field support for large-scale computer based testing programs. The proposal must detail the vendor's plans for providing local schools and districts with clear and complete training materials and complete technical support, including tools to check technology readiness, to enable them to successfully administer computer delivered field tests and to administer and score operational tests using the online test delivery and scoring systems. It also describes the vendor's plan for providing written training materials for schools and districts well in advance of the administration period. In addition, the vendor's proposal includes provision of six regional training sessions annually for schools and districts in person, via webinar, or a combination of both and for providing a telephone support helpline for schools to contact during field testing and operational testing.

## **3. Preparation of Online Operational and Field Test Materials (15 points)**

The proposal must describe the bidder's experience in developing test forms for computer based field testing and computer based operational testing for large-scale assessment programs. Such experience includes developing computer delivered test forms that include reading passages, and both multiple-choice and constructed-response items according to the test design and other specifications of the RFP. The proposal also details the vendor's plans for spiraling in classrooms a sufficient number of computer delivered test forms to support the future development of the tests. In addition, it details the vendor's plans for preparing for changing numbers of schools administering computer based assessments in each year of the contract. In addition, the proposal demonstrates that the bidder has the technical capacity and staffing levels needed to provide quality control and to produce all materials in the timeframe required.

## **4. Online Operational and Field Test Administration Delivery and CR Scoring Systems (15 points)**

The proposal describes the test delivery system for operational and field tests in English and required alternate languages. It describes the plans and capacity to conduct the required online tests, including embedded MC field test items, online SAFTs spiraled within exam rooms, student practice tests, system tests, and system monitoring. The proposal provides a detailed description of the user interface for both the test administration and test delivery platforms. The proposal describes how students will interact with the test delivery platform when taking the online tests and field tests. It also describes the quality control procedures used to verify student responses are accurately saved and associated with the correct data. The proposal describes the vendor-provided computer delivery

system for local scoring of constructed-response questions submitted by students on computer devices.

### **5. System Management/Monitoring and Security (15 points)**

The proposal describes in detail the bidder's facilities, infrastructure, and security protocols, including specifics about each stage of the online test development, administration, and vendor-provided platform for local online scoring process. The proposal specifically addresses how the bidder will maintain the security of test items prior to test administration, during computer based operational test administration, and during vendor platform hosted online scoring of student responses to CR questions. It describes the types and levels of monitoring, details the plan for system maintenance, updates and availability during both operational and field testing periods. It provides detailed information pertaining to student authentication and access, administrative authentication and access. Additionally, the proposal describes the security plan, with an explanation of the encryption to be used and research that supports its use which meets all requirements specified within this RFP as well as all relevant federal and New York State laws. It also describes in detail how the bidder will maintain the security of all test and individual student data. All the requirements of the RFP, including Attachment C and Appendices R, S, and S-1, must be addressed.

### **Cost Proposal (30 Points)**

The original plus two copies of the Cost Proposal should be mailed in a separate envelope labeled **RFP #15-008 Cost Proposal Do Not Open** and should include the following:

1. Bid Form Cost Proposal—Schedule of Deliverables for Component 1
2. Five Year Budget Summary for Component 1 **Signature Required**
3. Subcontracting Form for Component 1
4. M/WBE Supplier/Subcontractor Form for Component 1
5. Bid Form Cost Proposal—Schedule of Deliverables for Component 2
6. Five Year Budget Summary for Component 2 **Signature Required**
7. Subcontracting Form for Component 2
8. M/WBE Supplier/Subcontractor Form for Component 2

On the Bid Form Cost Proposal for Component 1, bidders are to provide a price for each deliverable. For each deliverable, bidders are to specify the costs for staff salaries, fringe benefits, purchased services, non-personal services, and other costs.

On the Bid Form Cost Proposal for Component 2, bidders are to provide two prices for each deliverable based upon the following assumptions:

#### Component 2a:

- No more than 1,700 schools statewide will enroll in computer-based operational tests and/or field tests.
- Local scoring of operational tests using vendor-provided computer-based scoring platform will occur at no more than 875 scoring locations statewide.

#### Component 2b:

- More than 1,700 schools, but no more than 3,100 schools statewide will enroll in computer-based operational tests and/or field tests.
- Local scoring of operational tests using vendor-provided computer-based scoring platform will occur at more than 875 scoring locations, but no more than 1,600 scoring locations statewide.

- If either or both of the above two thresholds for Component 2b is achieved, the vendor will be entitled to payment at the Component 2b prices.

For each contract year, payment to the vendor will be determined based upon the number of schools enrolling in computer-based operational testing and/or field testing and the number of scoring sites being supported by the vendor-provided scoring platform during the corresponding school year. In the event that school enrollment in computer-based operational testing and/or field testing or the number of scoring locations supported by the vendor-provided scoring platform exceeds the limits specified above for Component 2b, NYSED will negotiate pricing with the vendor and enter into a formal contract amendment, subject to the approval of the Office of the State Comptroller.

**The Financial Criteria portion of the RFP will be scored based upon the total for Component 1 plus the average total for Component 2a and 2b, or the total for Component 1 plus the total for Component 2a only, or the total for Component 1 only. See “Method of Award” in Section 3 of this RFP for further details.**

#### **M/WBE Documents:**

Bidders must submit three (3) copies (one bearing an original signature in blue ink) for **each component**-in a separate sealed envelope labeled **M/WBE Documents - RFP #15-008 Do Not Open**. Each set must include the following:

1. M/WBE Cover Letter **Signature Required**
2. **M/WBE 100** Utilization Plan
3. **M/WBE 102** Notice of Intent to Participate
4. **EEO 100** Staffing Plan

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

This section begins with the criteria to be used 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 State contract guidelines and requirements.

#### **Criteria for Evaluating Bids**

An evaluation committee will complete a review of all technical proposals submitted that meet the requirements outlined in this RFP. The committee will review each bid based upon the submitted proposal and the requirements of the RFP only. Bidders should not assume that reviewers will be familiar with the current program or have previous experience with the bidder. Appropriate description should be included to inform reviewers about the bidder's qualifications and capacity to perform all required deliverables. The review committee will determine compliance with the mandatory requirements described in the RFP. NYSED retains the right to determine whether any deviation from the requirements of the 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.

Proposals receiving at least 60% of the points available for the technical proposal (an average of 42 out of 70 points) for each of Component 1 and Component 2 (for a minimum average of 84 points total) will move to the next step of the process. Proposals with a score of less than an average of 42 points for either of the two components will be eliminated from further consideration in the awarding of a contract that includes both components.

#### **Technical Criteria for Component 1 (70 Points)**

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

1. Staffing and Program Management (10 Points)
2. Test Development (10 Points)
3. Preparation of Online Field Test and Operational Test Materials (10 Points)
4. Field Testing (10 Points)
5. Research (15 Points)
6. Test Administration and Field Support (5 Points)
7. Security (5 Points)
8. Qualifications and References (5 Points)

#### **Technical Criteria for Component 2 (70 Points)**

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

- 1, Organizational Capacity (15 Points)
2. Training and Technical Support (10 points)
3. Preparation of Online Operational and Field Test Materials (15 points)
4. Online Operational and Field Test Administration Delivery and Scoring Systems (15 points)
5. System Management/Monitoring and Security (15 Points)

#### **Financial Criteria (30 points for each component)**

The Financial Criteria portion of the RFP will be scored based upon either the five year grand total for Component 1 plus the average of the five year grand totals for Components 2a and 2b, or upon the

five year grand total for Component 1 plus the five year grand total of Component 2a, or the five year grand total for Component 1 only. (See the Method of Award section for more details.) The cost proposal will be awarded points pursuant to a formula, which awards the highest score of thirty (30) points to the proposal with the lowest cost. The remaining cost proposals will be awarded points based on the relative difference of each proposal against the lowest budget submitted. The resulting percentage is then applied to the maximum point value of thirty points. This calculation will be computed by the Contract Administration Unit upon completion of the technical scoring by the technical review panel.

## **Method of Award**

### *Initial Scoring and Award*

All proposals which are received by the bid due date and meet the mandatory requirements of the RFP will be reviewed by the technical evaluation committee as described above. A combined cost for Components 1 and 2 will then be calculated for all proposals which receive at least the minimum number of technical points for both Component 1 and Component 2 (an average of 42 points minimum for each component). The combined cost for scoring purposes will be the five year grand total for Component 1 plus the average of the five year grand totals for Component 2a and Component 2b.

The total score for each proposal will represent the 70/30 percent split between technical and cost scores. The successful bidder will be that bidder whose aggregate technical and cost scores is the highest among all the proposals rated. In the event that more than one proposal obtains the highest aggregate score, the successful bidder will be the bidder in that group of highest aggregate scores whose proposal reflects the lowest cost.

Prior to making an award based on the original cost scoring, NYSED reserves the right to request that all bidders submit a best and final offer for their proposal. If best and final offers are requested, these prices will be used to calculate the final cost score for each vendor.

After determining the successful bidder, NYSED will evaluate the cost proposed by the successful bidder for Component 1 and Component 2b in comparison to the maximum feasible cost determined by NYSED given the availability of funding and budget constraints. If the cost proposed by the successful bidder is equal to or below the maximum feasible cost established by NYSED, NYSED will proceed to award a contract containing Components 1, 2a, and 2b to the successful bidder.

### *Second Scoring and Award, if Necessary*

If, following the initial scoring, the combined cost proposed by the successful bidder for Component 1 and Component 2b is above the maximum feasible cost established by NYSED, no award will be made containing Component 2b. NYSED will retabulate the cost score for each bidder using only the five year grand totals for Component 1 and Component 2a.

If best and final offers were requested by NYSED during the initial round of scoring or are requested during this second round of scoring, the best and final offers quoted by the bidders for Component 1 and Component 2a will be used to calculate the comparative financial score for each bidder in the second round of scoring.

After determining the new successful bidder in the second round of scoring, NYSED will evaluate the cost proposed by the successful bidder for Component 1 and Component 2a in comparison to the

maximum feasible cost determined by NYSED given the availability of funding and budget constraints. If the cost proposed by the successful bidder is equal to or below the maximum feasible cost established by NYSED, NYSED will proceed to award a contract containing Component 1 and Component 2a to the successful bidder.

### *Third Scoring and Award, if Necessary*

If, following the second round of scoring, the combined cost proposed by the successful bidder is above the maximum feasible cost established by NYSED, no award will be made containing Component 2. NYSED will retabulate scores for each bidder using the technical and cost scores each bidder received for Component 1 only. If this occurs, all bidders that received an average technical score of 42 points or higher for Component 1, irrespective of their technical scores for Component 2, will be included in the determination of the successful bidder.

If best and final offers were requested by NYSED during a previous round of scoring or are requested during this third round of scoring, the best and final offers quoted by the bidders for Component 1 will be used to calculate the comparative financial score for each bidder in the third round of scoring.

NYSED reserves the right to reject all proposals and cancel the RFP if it is in NYSED's best interest.

### **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 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) to request best and final offers.

### **Post Selection Procedures**

Upon selection, the successful bidder will receive a proposed contract from NYSED. All terms set forth in the selected bidder's technical proposal will be final. 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 and Federal funds.

## **Debriefing Procedures**

All unsuccessful bidders may request a debriefing within five (5) business days of receiving notice from NYSED. Bidders may request a debriefing letter on the selection process regarding this RFP by submitting a written request to the Fiscal Contact person at:

NYS Education Department  
Contract Administration Unit  
89 Washington Avenue  
Room 503W EB  
Albany, NY 12234

The Fiscal Contact person will make arrangements with program staff to provide a written summary of the proposal's strengths and weaknesses, as well as recommendations for improvement. Within fifteen (15) business days, the program staff will issue a written debriefing letter to the bidder.

## **Contract Award Protest Procedures**

Bidders who receive a notice of non-award 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 letter. The protest letter must be filed with:

NYS Education Department  
Contract Administration Unit  
89 Washington Avenue  
Room 505W EB  
Albany, NY 12234

3. The NYSED 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 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.

## **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. For a complete list, see:  
[http://www.osc.state.ny.us/vendrep/resources\\_docreq\\_agency.htm](http://www.osc.state.ny.us/vendrep/resources_docreq_agency.htm).

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 available at [http://www.osc.state.ny.us/vendrep/vendor\\_index.htm](http://www.osc.state.ny.us/vendrep/vendor_index.htm) or go directly to the VendRep System online at <https://portal.osc.state.ny.us>.

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.state.ny.us](mailto:ITServiceDesk@osc.state.ny.us).

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) 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:

- the subcontractor is known at the time of the contract award;
- the subcontractor is not an entity that is exempt from reporting by OSC; and
- 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).**

#### **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 the following web link:  
<http://www.oms.nysed.gov/fiscal/cau/PLL/procurementpolicy.htm>

Designated Contacts for NYSED  
Program Office – Victoria Mahar  
Contract Administration Unit – Jessica Hartjen  
M/WBE – Joan Ramsey

## 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.

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 (see link below). 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.***

**Please note that although this form is 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 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 (see link below) 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 A and B: [www.osc.state.ny.us/procurement/contractor\\_instr\\_forms\\_a\\_b.doc](http://www.osc.state.ny.us/procurement/contractor_instr_forms_a_b.doc)

For more information, please visit OSC Guide to Financial Operations. <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>.

## 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:

(i) 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.

Public Officer's Law Section 73 can be found at <http://www.jcope.ny.gov/about/ethc/PUBLICOFFICERSLAW73JCOPE.pdf>.

## **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 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.

## **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 at: <http://www.wcb.ny.gov/content/main/Employers/busPermits.jsp>. 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.**

### **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 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, available through this link: [www.tax.ny.gov/pdf/publications/sales/pub223.pdf](http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf). Forms are available through these links:

- ST-220 CA: [http://www.tax.ny.gov/pdf/current\\_forms/st/st220ca\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf)
- ST-220 TD: [http://www.tax.ny.gov/pdf/current\\_forms/st/st220td\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf)

**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, Appendix A-1 – Agency Specific Clauses, Appendix R, Data Security and Privacy Plan Provisions, Appendix S, Parents’ Bill of Rights for Data Privacy and Security, and Appendix S-1, Attachment to Parents’ Bill of Rights for Contracts Involving Disclosure of Certain Personally Identifiable Information **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.) Proposal Submission Document Package A**, 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

### **M/WBE Documents – (the forms below are included in 6.) Proposal Submission Document Package D)**

Please return the documents listed for the compliance method bidder has achieved:

#### **Full Participation-No Request for Waiver**

#### **Signatures Required**

1. M/WBE Cover Letter
2. **M/WBE 100** Utilization Plan
3. **M/WBE 102** Notice of Intent to Participate
4. **EEO 100** Staffing Plan

#### **Partial Participation-Partial Request for Waiver**

#### **Signatures Required**

1. M/WBE Cover Letter
2. **M/WBE 100** Utilization Plan
3. **M/WBE 102** Notice of Intent to Participate
4. **EEO 100** Staffing Plan
5. **M/WBE 101** Request for Waiver
6. **M/WBE 105** Contractor’s Good Faith Efforts

#### **No Participation-Request for Complete Waiver**

#### **Signatures Required**

1. M/WBE Cover Letter
2. **EEO 100** Staffing Plan
3. **M/WBE 101** Request for Waiver
4. **M/WBE 105** Contractor’s Good Faith Efforts

# STATE OF NEW YORK AGREEMENT

This AGREEMENT is hereby made by and between the People of the State of New York, acting through John B. King, Jr., Commissioner of Education of the State of New York and Chief Executive Officer of the Board of Regents of the University 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.

**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 \$10,000, 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 Section 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 because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. 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 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 (2NYCRR 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.

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

In accordance with Section 312 of the Executive Law and 5 NYCRR 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 section. 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 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)  
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 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) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

**22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** 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).

**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 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 Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 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 Section 5-a, if the contractor fails to make the certification required by Tax Law Section 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") posted at:  
<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

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.

January 2014

## APPENDIX A-1

### 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 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 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. 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.
- C. This agreement cannot be modified, amended, or otherwise changed except by a writing signed by all parties to this contract.
- D. 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.
- E. 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.
- F. No fees shall be charged by the Contractor for training provided under this agreement.
- G. Nothing herein shall require the State to adopt the curriculum developed pursuant to this agreement.
- H. 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 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.

The initial planned employment report must be submitted at the time of approval of this Agreement. The annual employment report on Form B will be submitted each year the contract is in effect and will detail actual employment data for the most recently concluded State fiscal year (April 1 – March 31). Form B will be filed no later than May 15<sup>th</sup> of each year. 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:  
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 503 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.

Rev. June 2014

## **APPENDIX R**

### **DATA SECURITY AND PRIVACY PLAN PROVISIONS**

1. The individually identifiable data provided to or stored by the Contractor pursuant to this agreement (the "Data") are sensitive, requiring appropriate levels of security to prevent unauthorized disclosure or modification. The Contractor shall take all reasonable measures to protect the confidentiality of the Data as required by federal and state laws and regulations applicable to the Contractor. These may include but are not limited to the New York State Social Services Law, Personal Privacy Protection Law and Education Law §2-d; the federal Social Security Act and Family Educational Rights and Privacy Act; internet security laws; and any regulations promulgated thereunder.
2. The Contractor has full and final responsibility for the security of the Data. The Contractor agrees to implement reasonable technical and physical security measures to ensure the confidentiality, integrity and availability of the Data. Such security measures may be reviewed by the State, both through an informal audit of policies and procedures and/or through inspection of security methods used within the Contractor's infrastructure, storage, and other physical security. The Contractor should review its implementation and maintenance of its security review periodically to protect the data in strict compliance with statutory and regulatory requirements.
3. The Contractor's security measures must also include:
  - a. Provision that access to the Data is restricted solely to staff who need such access to carry out the responsibilities of the Contractor under this agreement, and that such staff will not release such Data to any unauthorized party;
  - b. All confidential Data are stored on computer and storage facilities maintained within Contractor's computer networks, behind appropriate firewalls;
  - c. Access to computer applications and Data are managed through appropriate userID/password procedures;
  - d. Contractor's computer network storing the Data is scanned for inappropriate access through an intrusion detection system. NYSED has the right to perform a site visit to review the vendor's security practices if NYSED feels it is necessary;
  - e. That Contractor has a disaster recovery plan that is acceptable to the State;
  - f. Satisfactory redundant and uninterruptible power and fiber infrastructure provisions; and
  - g. A copy of the Contractor's security review evidencing compliance with these requirements must be submitted to NYSED for review and approval within 6 months of the signing of the contract or before the first certification test is performed, whichever occurs first.
4. The Data must be returned to NYSED upon termination or expiration of this Agreement, or at such point that the Data are no longer needed for the purpose referenced in this Agreement, or, at the sole discretion of NYSED, securely destroyed. All hard copies of personally identifiable Data in the possession of the Contractor must be securely destroyed, and all electronic Data must be purged from the network in a manner that does not permit retrieval of the data. The contractor is specifically prohibited from commingling any data from outside sources into the Data received from NYSED, except as specifically authorized by NYSED.
5. If personally identifiable data of students, teachers or building principals will be disclosed to the Contractor by NYSED for purposes of the Contractor providing services to NYSED, the

Contractor must comply with the following requirements of Education Law §2-d (Chapter 56, Subpart L of the Laws of 2014) and any implementing regulations:

- a. Any officers or employees of the third party contractor and its assignees who have access to student data or teacher or principal data have received or will receive training on the federal and state law governing confidentiality of such data prior to receiving access;
  - b. limit internal access to education records to those individuals that are determined to have legitimate educational interests;
  - c. not use the education records for any other purposes than those explicitly authorized in its contract;
  - d. except for authorized representatives of the third party contractor to the extent they are carrying out the contract, not disclose any personally identifiable information to any other party:
    - (i) without the prior written consent of the parent or eligible student; or
    - (ii) unless required by statute or court order and the party provides a notice of the disclosure to the department, district board of education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
  - e. maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody; and
  - f. use encryption technology consistent with Education Law §2-d and any implementing regulations.
6. If requested by NYSED to make any disclosure of aggregated data using the Data provided to or stored by the Contractor, Contractor must ensure that the disclosed aggregated data cannot reasonably be used to identify a particular individual. Aggregated data will be considered identifiable if the disclosure has less than five (5) data elements per cell or the data elements per cell comprise 100% of the subject population.
7. Contractor agrees that all Data shall remain at all times the property of the State, and may not be used for any purpose other than the purpose outlined in this Agreement without the express written permission of NYSED. The Contractor has no ownership of or licensing rights to the Data except as provided in this Agreement, and Contractor specifically agrees that it will not sell, give or otherwise transfer the Data to any third party without NYSED's express prior approval.
8. The Contractor must ensure that these confidentiality and security provisions apply to any subcontractor engaged by the Contractor for the work under this agreement. The Contractor shall take full responsibility for the acts and omissions of its subcontractors, and the use of subcontractors shall not impair the rights of NYSED against the Contractor in accordance with this Agreement.
9. Hardware, software and services acquired by the Contractor under this Agreement may not be used for other activities beyond those described in the scope of the contract unless authorized in advance by NYSED.

10. Security of Location - Server room will remain a restricted access, locked room with access via security cards. The list of staff with access to the server room will continue to be reviewed quarterly against the number of times each staff actually gained access to the server room.

11. Breach Notification:

- a. Contractor that receives student data or teacher or principal data pursuant to a contract or other written agreement with an educational agency shall be required to notify such educational agency of any breach of security resulting in an unauthorized release of such data in accordance with Education Law §2-d and any implementing regulations. Upon such notification, the educational agency shall take appropriate action in accordance with Education Law §2-d and any implementing regulations.
- b. In the event that the State is required, pursuant to Education Law §2-d(6)(b), to notify one or more parent, eligible student, teacher or principal of an unauthorized release of student data by the Contractor or its assignee, the Contractor shall promptly reimburse the State for the full cost of such notification.
- c. Contractor acknowledges that it may be subject to penalties under Education Law §§2-d(6) and 2-d(7) for unauthorized disclosure of personally identifiable student, teacher or principal data.
- d. Contractor agrees that it will cooperate and promptly comply with any inquiries from the State based upon the State's receipt of a complaint or other information indicating that an improper or unauthorized disclosure of personally identifiable information may have occurred. Contractor will permit on-site examination and inspection, and will provide at its own cost necessary documentation or testimony of any employee, representative or assignee of Contractor relating to the alleged improper disclosure of data.

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\* **The Laws of New York State:** <http://public.leginfo.state.ny.us/menugetf.cgi?COMMONQUERY=LAWS>:  
*Regulations for New York State Social Services* : Social Services Law §§ 136, 372, 390(3)(c)(iv), 409-f, 422, 444 and 460-e; 18 NYCRR Part 339, Part 357, § 414.15(a)(5), § 416.15(a)(7), § 417.15 (a)(7), § 418-1.15 (a) (5), § 418-2.15(a) (7), Part 445 and Part 466  
*New York State Personal Privacy Laws (PPPL)*: 21 NYCRR Chapter XXV and 19 NYCRR Part 81  
*SED-specific PPPL regulations*: 8 NYCRR Part 187

## Appendix S

### PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

To satisfy their responsibilities regarding the provision of education to students in pre-kindergarten through grade twelve, “educational agencies” (as defined below) in the State of New York collect and maintain certain personally identifiable information from the education records of their students. As part of the Common Core Implementation Reform Act, Education Law §2-d requires that each educational agency in the State of New York must develop a Parents’ Bill of Rights for Data Privacy and Security (Parents’ Bill of Rights). The Parents’ Bill of Rights must be published on the website of each educational agency, and must be included with every contract the educational agency enters into with a “third party contractor” (as defined below) where the third party contractor receives student data, or certain protected teacher/principal data related to Annual Professional Performance Reviews that is designated as confidential pursuant to Education Law §3012-c (“APPR data”).

The purpose of the Parents’ Bill of Rights is to inform parents (which also include legal guardians or persons in parental relation to a student, but generally not the parents of a student who is age eighteen or over) of the legal requirements regarding privacy, security and use of student data. In addition to the federal Family Educational Rights and Privacy Act (FERPA), Education Law §2-d provides important new protections for student data, and new remedies for breaches of the responsibility to maintain the security and confidentiality of such data.

#### **A. What are the essential parents’ rights under the Family Educational Rights and Privacy Act (FERPA) relating to personally identifiable information in their child’s student records?**

The rights of parents under FERPA are summarized in the Model Notification of Rights prepared by the United States Department of Education for use by schools in providing annual notification of rights to parents. It can be accessed at <http://www2.ed.gov/policy/gen/guid/fpco/ferpa/lea-officials.html>, and a copy is attached to this Parents’ Bill of Rights. Complete student records are maintained by schools and school districts, and not at the New York State Education Department (NYSED). Further, NYSED would need to establish and implement a means to verify a parent’s identity and right of access to records before processing a request for records to the school or school district. Therefore, requests to access student records will be most efficiently managed at the school or school district level.

Parents’ rights under FERPA include:

1. The right to inspect and review the student's education records within 45 days after the day the school or school district receives a request for access.
2. The right to request amendment of the student’s education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student’s privacy rights under FERPA. Complete student records are maintained by schools and school districts and not at NYSED, which is the secondary repository of data, and NYSED make amendments to school or school district records. Schools and

school districts are in the best position to make corrections to students' education records.

3. The right to provide written consent before the school discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent (including but not limited to disclosure under specified conditions to: (i) school officials within the school or school district with legitimate educational interests; (ii) officials of another school for purposes of enrollment or transfer; (iii) third party contractors providing services to, or performing functions for an educational agency; (iv) authorized representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as NYSED; (iv) (v) organizations conducting studies for or on behalf of educational agencies) and (vi) the public where the school or school district has designated certain student data as "directory information" (described below). The attached FERPA Model Notification of Rights more fully describes the exceptions to the consent requirement under FERPA).
4. Where a school or school district has a policy of releasing "directory information" from student records, the parent has a right to refuse to let the school or school district designate any all of such information as directory information. Directory information, as defined in federal regulations, includes: the student's name, address, telephone number, email address, photograph, date and place of birth, major field of study, grade level, enrollment status, dates of attendance, participation in officially recognized activities and sports, weight and height of members of athletic teams, degrees, honors and awards received and the most recent educational agency or institution attended. Where disclosure without consent is otherwise authorized under FERPA, however, a parent's refusal to permit disclosure of directory information does not prevent disclosure pursuant to such separate authorization.
5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the School to comply with the requirements of FERPA.

**B. What are parents' rights under the Personal Privacy Protection Law (PPPL), Article 6-A of the Public Officers Law relating to records held by State agencies?**

The PPPL (Public Officers Law §§91-99) applies to all records of State agencies and is not specific to student records or to parents. It does not apply to school districts or other local educational agencies. It imposes duties on State agencies to have procedures in place to protect from disclosure of "personal information," defined as information which because of a name, number, symbol, mark or other identifier, can be used to identify a "data subject" (in this case the student or the student's parent). Like FERPA, the PPPL confers a right on the data subject (student or the student's parent) to access to State agency records relating to them and requires State agencies to have procedures for correction or amendment of records.

A more detailed description of the PPPL is available from the Committee on Open Government of the New York Department of State. Guidance on what you should know about the PPPL can be accessed at <http://www.dos.ny.gov/coog/shldno1.html>. The Committee on Open Government's address is Committee on Open Government, Department of State, One Commerce Plaza, 99 Washington Avenue, suite 650, Albany, NY 12231, their email address is [coog@dos.ny.gov](mailto:coog@dos.ny.gov), and their telephone number is (518) 474-2518.

## **C. Parents' Rights Under Education Law §2-d relating to Unauthorized Release of Personally Identifiable Information**

### **1. What "educational agencies" are included in the requirements of Education Law §2-d?**

- The New York State Education Department ("NYSED");
- Each public school district;
- Each Board of Cooperative Educational Services or BOCES; and
- All schools that are:
  - a public elementary or secondary school;
  - a universal pre-kindergarten program authorized pursuant to Education Law §3602-e;
  - an approved provider of preschool special education services;
  - any other publicly funded pre-kindergarten program;
  - a school serving children in a special act school district as defined in Education Law 4001; or
  - certain schools for the education of students with disabilities - an approved private school, a state-supported school subject to the provisions of Education Law Article 85, or a state-operated school subject to Education Law Article 87 or 88.

### **2. What kind of student data is subject to the confidentiality and security requirements of Education Law §2-d?**

The law applies to personally identifiable information contained in student records of an educational agency listed above. The term "student" refers to any person attending or seeking to enroll in an educational agency, and the term "personally identifiable information" ("PII") uses the definition provided in FERPA. Under FERPA, personally identifiable information or PII includes, but is not limited to:

- (a) The student's name;
- (b) The name of the student's parent or other family members;
- (c) The address of the student or student's family;
- (d) A personal identifier, such as the student's social security number, student number, or biometric record;
- (e) Other indirect identifiers, such as the student's date of birth, place of birth, and Mother's Maiden Name<sup>5</sup>;
- (f) Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or
- (g) Information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates.

### **3. What kind of student data is *not* subject to the confidentiality and security requirements of Education Law §2-d?**

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<sup>5</sup> Please note that NYSED does not collect certain information defined in FERPA, such as students' social security numbers, biometric records, mother's maiden name (unless used as the mother's legal name).

The confidentiality and privacy provisions of Education Law §2-d and FERPA extend only to PII, and not to student data that is not personally identifiable. Therefore, de-identified data (e.g., data regarding students that uses random identifiers), aggregated data (e.g., data reported at the school district level) or anonymized data that could not be used to identify a particular student is not considered to be PII and is not within the purview of Education Law §2-d or within the scope of this Parents' Bill of Rights.

#### **4. What are my rights under Education Law § 2-d as a parent regarding my student's PII?**

Education Law §2-d ensures that, in addition to all of the protections and rights of parents under the federal FERPA law, certain rights will also be provided under the Education Law. These rights include, but are not limited to, the following elements:

- (A) A student's PII cannot be sold or released by the educational agency for any commercial or marketing purposes.
  - PII may be used for purposes of a contract that provides payment to a vendor for providing services to an educational agency as permitted by law.
  - However, sale of PII to a third party solely for commercial purposes or receipt of payment by an educational agency, or disclosure of PII that is not related to a service being provided to the educational agency, is strictly prohibited.
  
- (B) Parents have the right to inspect and review the complete contents of their child's education record including any student data stored or maintained by an educational agency.
  - This right of inspection is consistent with the requirements of FERPA. In addition to the right of inspection of the educational record, Education Law §2-d provides a specific right for parents to inspect or receive copies of any data in the student's educational record.
  - NYSED will develop policies for annual notification by educational agencies to parents regarding the right to request student data. Such policies will specify a reasonable time for the educational agency to comply with such requests.
  - The policies will also require security measures when providing student data to parents, to ensure that only authorized individuals receive such data. A parent may be asked for information or verifications reasonably necessary to ensure that he or she is in fact the student's parent and is authorized to receive such information pursuant to law.
  
- (C) State and federal laws protect the confidentiality of PII, and safeguards associated with industry standards and best practices, including, but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.

Education Law §2-d also specifically provides certain limitations on the collection of data by educational agencies, including, but not limited to:

- (A) A mandate that, except as otherwise specifically authorized by law, NYSED shall only collect PII relating to an educational purpose;
- (B) NYSED may only require districts to submit PII, including data on disability status and student suspensions, where such release is required by law or otherwise authorized under FERPA and/or the New York State Personal Privacy Law; and
- (C) Except as required by law or in the case of educational enrollment data, school districts shall not report to NYSED student data regarding juvenile delinquency records, criminal records, medical and health records or student biometric information.
- (D) Parents may access the NYSED Student Data Elements List, a complete list of all student data elements collected by NYSED, at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>, or may obtain a copy of this list by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234; and
- (E) Parents have the right to file complaints with an educational agency about possible breaches of student data by that educational agency's third party contractors or their employees, officers, or assignees, or with NYSED. Complaints to NYSED should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany NY 12234, email to [CPO@mail.nysed.gov](mailto:CPO@mail.nysed.gov). The complaint process is under development and will be established through regulations to be proposed by NYSED's Chief Privacy Officer, who has not yet been appointed.
  - o Specifically, the Commissioner of Education, after consultation with the Chief Privacy Officer, will promulgate regulations establishing procedures for the submission of complaints from parents, classroom teachers or building principals, or other staff of an educational agency, making allegations of improper disclosure of student data and/or teacher or principal APPR data by a third party contractor or its officers, employees or assignees.
  - o When appointed, the Chief Privacy Officer of NYSED will also provide a procedure within NYSED whereby parents, students, teachers, superintendents, school board members, principals, and other persons or entities may request information pertaining to student data or teacher or principal APPR data in a timely and efficient manner.

**5. Must additional elements be included in the Parents' Bill of Rights.?**

Yes. For purposes of further ensuring confidentiality and security of student data, as an appendix to the Parents' Bill of Rights each contract an educational agency enters into with a third party contractor shall include the following supplemental information:

- (A) the exclusive purposes for which the student data, or teacher or principal data, will be used;
- (B) how the third party contractor will ensure that the subcontractors, persons or entities that the third party contractor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements;

- (C) when the agreement with the third party contractor expires and what happens to the student data or teacher or principal data upon expiration of the agreement;
- (D) if and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected; and
- (E) where the student data or teacher or principal data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.
  - a. In addition, the Chief Privacy Officer, with input from parents and other education and expert stakeholders, is required to develop additional elements of the Parents' Bill of Rights to be prescribed in Regulations of the Commissioner.

**6. What protections are required to be in place if an educational agency contracts with a third party contractor to provide services, and the contract requires the disclosure of PII to the third party contractor?**

Education Law §2-d provides very specific protections for contracts with “third party contractors”, defined as any person or entity, other than an educational agency, that receives student data or teacher or principal data from an educational agency pursuant to a contract or other written agreement for purposes of providing services to such educational agency. The term “third party contractor” also includes an educational partnership organization that receives student and/or teacher or principal APPR data from a school district to carry out its responsibilities pursuant to Education Law §211-e, and a not-for-profit corporation or other non-profit organization, which are not themselves covered by the definition of an “educational agency.”

Services of a third party contractor covered under Education Law §2-d include, but not limited to, data management or storage services, conducting studies for or on behalf of the educational agency, or audit or evaluation of publicly funded programs.

When an educational agency enters into a contract with a third party contractor, under which the third party contractor will receive student data, the contract or agreement must include a data security and privacy plan that outlines how all state, federal, and local data security and privacy contract requirements will be implemented over the life of the contract, consistent with the educational agency's policy on data security and privacy. However, the standards for an educational agency's policy on data security and privacy must be prescribed in Regulations of the Commissioner that have not yet been promulgated. A signed copy of the Parents' Bill of Rights must be included, as well as a requirement that any officers or employees of the third party contractor and its assignees who have access to student data or teacher or principal data have received or will receive training on the federal and state law governing confidentiality of such data prior to receiving access.

Each third party contractor that enters into a contract or other written agreement with an educational agency under which the third party contractor will receive student data or teacher or principal data shall:

- o limit internal access to education records to those individuals that are determined to have legitimate educational interests

- not use the education records for any other purposes than those explicitly authorized in its contract;
- except for authorized representatives of the third party contractor to the extent they are carrying out the contract, not disclose any PII to any other party (i) without the prior written consent of the parent or eligible student; or (ii) unless required by statute or court order and the party provides a notice of the disclosure to NYSED, district board of education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
- maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of PII in its custody; and
- use encryption technology to protect data while in motion or in its custody from unauthorized disclosure.

## **7. What steps can and must be taken in the event of a breach of confidentiality or security?**

Upon receipt of a complaint or other information indicating that a third party contractor may have improperly disclosed student data, or teacher or principal APPR data, NYSED's Chief Privacy Officer is authorized to investigate, visit, examine and inspect the third party contractor's facilities and records and obtain documentation from, or require the testimony of, any party relating to the alleged improper disclosure of student data or teacher or principal APPR data.

Where there is a breach and unauthorized release of PII by a by a third party contractor or its assignees (e.g., a subcontractor): (i) the third party contractor must notify the educational agency of the breach in the most expedient way possible and without unreasonable delay; (ii) the educational agency must notify the parent in the most expedient way possible and without unreasonable delay; and (iii) the third party contractor may be subject to certain penalties including, but not limited to, a monetary fine; mandatory training regarding federal and state law governing the confidentiality of student data, or teacher or principal APPR data; and preclusion from accessing any student data, or teacher or principal APPR data, from an educational agency for a fixed period up to five years.

## **8. Data Security and Privacy Standards**

Upon appointment, NYSED's Chief Privacy Officer will be required to develop, with input from experts, standards for educational agency data security and privacy policies. The Commissioner will then promulgate regulations implementing these data security and privacy standards.

## **9. No Private Right of Action**

Please note that Education Law §2-d explicitly states that it does not create a private right of action against NYSED or any other educational agency, such as a school, school district or BOCES.

## ATTACHMENT

### Model Notification of Rights under FERPA for Elementary and Secondary Schools

The Family Educational Rights and Privacy Act (FERPA) affords parents and students who are 18 years of age or older ("eligible students") certain rights with respect to the student's education records. These rights are:

1. The right to inspect and review the student's education records within 45 days after the day the [Name of school ("School")] receives a request for access.

Parents or eligible students should submit to the school principal [or appropriate school official] a written request that identifies the records they wish to inspect. The school official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

Parents or eligible students who wish to ask the [School] to amend a record should write the school principal [or appropriate school official], clearly identify the part of the record they want changed, and specify why it should be changed. If the school decides not to amend the record as requested by the parent or eligible student, the school will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

3. The right to provide written consent before the school discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the school as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the school board. A school official also may include a volunteer or contractor outside of the school who performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

[Optional] Upon request, the school discloses education records without consent to officials of another school district in which a student seeks or intends to enroll, or is

already enrolled if the disclosure is for purposes of the student's enrollment or transfer. [NOTE: FERPA requires a school district to make a reasonable attempt to notify the parent or student of the records request unless it states in its annual notification that it intends to forward records on request.]

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the [School] to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Avenue, SW  
Washington, DC 20202

[NOTE: In addition, a school may want to include its directory information public notice, as required by §99.37 of the regulations, with its annual notification of rights under FERPA.]

[Optional] See the list below of the disclosures that elementary and secondary schools may make without consent.

FERPA permits the disclosure of PII from students' education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in §99.31 of the FERPA regulations. Except for disclosures to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, §99.32 of the FERPA regulations requires the school to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures. A school may disclose PII from the education records of a student without obtaining prior written consent of the parents or the eligible student –

- To other school officials, including teachers, within the educational agency or institution whom the school has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions, provided that the conditions listed in §99.31(a)(1)(i)(B)(1) - (a)(1)(i)(B)(2) are met. (§99.31(a)(1))
- To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of §99.34. (§99.31(a)(2))
- To authorized representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as the State educational agency in the parent or eligible student's State (SEA). Disclosures under this provision may be made, subject to the requirements of §99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf. (§§99.31(a)(3) and 99.35)

- In connection with financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid. (§99.31(a)(4))
- To State and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a State statute that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released, subject to §99.38. (§99.31(a)(5))
- To organizations conducting studies for, or on behalf of, the school, in order to:  
(a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction. (§99.31(a)(6))
- To accrediting organizations to carry out their accrediting functions. (§99.31(a)(7))
- To parents of an eligible student if the student is a dependent for IRS tax purposes. (§99.31(a)(8))
- To comply with a judicial order or lawfully issued subpoena. (§99.31(a)(9))
- To appropriate officials in connection with a health or safety emergency, subject to §99.36. (§99.31(a)(10))
- Information the school has designated as "directory information" under §99.37. (§99.31(a)(11))

## Appendix S-1

### **ATTACHMENT TO PARENTS' BILL OF RIGHTS FOR CONTRACTS INVOLVING DISCLOSURE OF CERTAIN PERSONALLY IDENTIFIABLE INFORMATION**

Education Law §2-d, added by Ch. 56 of the Laws of 2014, requires that a Parents' Bill of Rights be attached to every contract with a third-party contractor (as defined in the law) which involves the disclosure of personally identifiable information (PII) derived from student education records ("Student Data"), or certain teacher/principal information regarding annual professional performance evaluations that is confidential pursuant to Education Law §30212-c ("APPR Data"). Each such Contract must include this completed Attachment to provide specific information about the use of such data by the Contractor.

1. Specify whether this Contract involves disclosure to the Contractor of Student Data, APPR Data, or both.
2. Describe the exclusive purposes for which the Student Data or APPR Data will be used in the performance of this contract.
3. Identify any subcontractors or other persons/entities with which the Contractor will share the Student Data or APPR in the performance of this Contract, and describe how the Contractor will ensure that such persons/entities will abide by the data protection and security requirements of the Contract.
4. Specify the expiration date of the Contract, and explain what will happen to the Student Data or APPR Data in the Contractor's possession, or the possession of any person/entity described in response to Paragraph 3, upon the expiration or earlier termination of the Contract.
5. State whether the Contractor will be collecting any data from or pertaining to students derived from the student's education record, or pertaining to teachers or principals' annual professional performance evaluation pursuant to the Contract, and explain if and how a parent, student, eligible student (a student eighteen years or older), teacher or principal may challenge the accuracy of the Student Data or APPR data that is collected.
6. Describe where the Student Data or APPR Data will be stored (in a manner that does not jeopardize data security), and the security protections taken to ensure that the data will be protected, including whether such data will be encrypted.

## 5.) Attachments

### **Attachment A Specifications for Large Type**

1. Base text size will be 18 pt., with proportionally larger headings and subheadings.
2. Minimal use of parentheses, italics, underlining, and boldface in text.
3. The typeface, size and spacing should be standardized on all State assessments, including print contained in charts, graphs, maps, tables and other graphics and visual stimuli, using a serif-free typeface.
4. Spacing between lines of print is at least 1.25 spaces.
5. Headings and subheadings are larger and bolder than regular print text.
6. Paragraphs are block-style and use 1-inch margins. The left margin should be justified, and the right-hand margin should not be justified. There should be no first-line indentations to delineate paragraphs.
7. No multiple columns or divided (hyphenated) words.
8. Highlights Helvetica, a sans serif font, to replace existing primary text fonts (New Century Schoolbook, New Caledonia).
9. Block-style paragraphs without indentations, single column to a page, 1-inch margins, flush left/"ragged right" justification.
10. Solid black type, no shades of gray.
11. Black print on white, ivory, cream or yellow paper with a dull finish so as not to promote glare.
12. Avoid text used over a background design or other graphical material.
13. Photographs, political cartoons, and other graphics (especially maps) should be chosen to ensure the best possible visibility in terms of contrast, spacing, and legibility of print labels (again, using a serif-free typeface). Avoid clutter on the page.
14. Graphic materials, such as maps, graphs and charts also adhere to type size, font and other large print guidelines.
15. Full-color or high-quality black line art, rather than gray-scale or shaded drawings.
16. Graphics modified to eliminate or minimize gray shades and fills, increase contrast, enlarge type.
17. Page layouts keep any reference art - maps or illustrations - together on a spread with the related questions (to avoid flipping).
18. 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.
19. 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, as almost all large print editions of State assessments are two sided documents, produced as back-to-back copies.

## **Attachment B**

### **Specifications for Contractor/Subcontractor Transcribing Braille**

1. The contractor/subcontractor must be certified by the Library of Congress and the Braille Authority of North America (BANA) in literary and mathematics braille transcription.
2. Follow all appropriate Library of Congress guidelines and Unified English Braille (UEB) Standards.
3. Original transcriptions must be checked thoroughly and proofread by a reviewer, and discrepancies resolved before submission to NYSED.
4. Tests and related materials must be transcribed into braille in their entirety.
5. If the contractor/subcontractor is going to be using interpoint (braille on both sides of the paper), the contractor/subcontractor must use paper that will prevent the braille from bleeding through, and allow for maximum embossing quality.
6. If maps, graphs, or other diagrams contain information that does not fit within the constraints of a standard braille page (11 inches by 11 inches), then foldouts must be used to create these graphics.
7. If a map, graphic, diagram, chart, table, etc., has information that cannot fit in the constraints of the graphic due to the amount of space braille takes up, the contractor/subcontractor must contact the contractor to obtain prior approval to change, modify, or eliminate information contained in the printed original copy. In turn, the contractor must obtain NYSED's approval as well.
8. Thermography (the granulated ink) process is the required method for producing graphics.
9. If the test contains graphics, all labeled items on maps, charts, diagrams or other graphics must be transcribed into braille.
10. The contractor must describe their security procedures for handling the transfer or original documents for transcription to the subcontractor.
11. All materials will be transcribed into Grade II braille, unless otherwise specified by NYSED.
12. Since these particular tests are extremely graphic based, a number of adaptations and adjustments to various items will be required. 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.
13. The exclusion and/or prorating of items from the braille edition of these tests are prohibited.

## **Attachment C**

### **Security Guidelines for the NYS Assessment Program**

1. Staff of NYSED and of vendors working with OSA 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 in order 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 vendor personnel or in a secure storage area, which is inaccessible to other than authorized staff, at all times. Materials may never be left at a vacant desk, in an unattended conference room, or in a hotel conference room.
3. Vendors 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 vendor's place of business.
4. Vendors must make arrangements for the secure destruction of any secure materials used during the contract process of which they wish to dispose.
5. Vendors must use locked storage containers to transport to or from and/or to store secure materials in hotels where test development activities will be conducted. The locked containers will be provided to the vendor by NYSED.
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 OSA.
7. A secure file transfer protocol (FTP) site must be used as a means of secure file transfer. Access to the New York State test information on this site must be limited to the vendor and NYSED unless further sharing with other parties is authorized in writing by NYSED.
8. Photocopying of secure material must be undertaken with care. Paper jams may result in paper containing secure materials being lodged in the copier and later discovered by another user. Extreme caution must be used.
9. All staff or consultants who review secure materials, including but not limited to secure test questions, materials that reference secure test questions, or confidential data, must sign a Non-Disclosure Agreement to be provided by NYSED.

**Attachment D**  
**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 New York 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 State Assessment (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). 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 NYSED;
- 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 NYSED;

- d) any reports, prior to public release by NYSED;
- 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 NYSED;
- f) any individual student data or information; and
- g) any other confidential information that has not been made available to the general public by NYSED.

\*\*\*\*\*

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 NYSED 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, except for the nationally normed test questions, and test data are the property of NYSED, 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 NYSED 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 NYSED any and all right, title and interest I may have, including but not limited to any copyright, in the work commissioned by NYSED.

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 E: Educator Committees

<b>Date</b>	<b>Committee</b>	<b>Number of Days</b>	<b>Number of Teachers</b>	<b>Honoraria Paid by Vendor to Teacher Participants</b>	<b>Purpose</b>	<b>Product</b>
July 2016, 2017, 2018, 2019, 2020	ELA Internal Item Review	5	6 (1 per grade)	\$200 per day	Review and edit draft items	Field Test Bank
July 2016, 2017, 2018, 2019, 2020	Review of ELA Field Test Passages and Items	3–5	36 (approx. 6 per grade level)	\$200 per day	Review passages and refine prospective field test items	Field Tests
July 2016, 2017, 2018, 2019, 2020	ELA Rangefinding Grades 3-5 Grades 6-8	10	18 (approx. 3 per level)	\$200 per day	Choose score papers	Scoring Materials
November 2015, 2016, 2017, 2018, 2019	ELA Final Eyes Grades 3–5 Grades 6–8	1 1	15 15	\$200 per day	Final review of operational tests	Print-ready Operational Tests
February 2017	ELA Tests 3-8 Performance Level Descriptor Development	1	25 (approx. 4 per grade level)	\$200 per day	Develop/revise performance level descriptions for each of the four performance levels	Performance Level Descriptions
June 2017	ELA Test Standard Setting	3	42 (approx. 7 per grade level)	\$200 per day	Determine cut scores	Cut Scores

<b>Date</b>	<b>Committee</b>	<b>Number of Days</b>	<b>Number of Teachers</b>	<b>Honoraria Paid by Vendor to Teacher Participants</b>	<b>Purpose</b>	<b>Product</b>
July 2016, 2017, 2018, 2019, 2020	Math Internal Item Review	5	6 (1 per grade)	\$200 per day	Review and edit draft items	Field Test Bank
July 2016, 2017, 2018, 2019, 2020	Review of Math Field Test Items	3-5	36 (approx. 6 per grade level)	\$200 per day	Refine prospective field test items	Field Tests
July 2016, 2017, 2018, 2019, 2020	Math Ranging Grades 3-5 Grade 6-8	5	18 (approx. 3 per grade level)	\$200 per day	Find score papers	Scoring Materials
December 2015, 2016, 2017, 2018, 2019	Math Final Eyes Grades 3–5 Grades 6–8	1 1	15 15	\$200 per day	Final review of operational tests	Print-ready Operational Tests
February 2017	Math Tests 3-8 Performance Level Descriptor Development	1	25 (approx. 4 per grade level)	\$200 per day	Develop/revise performance level descriptions for each of the four performance levels	Performance Level Descriptions
June 2017	Math Standard Setting	3	42 (approx. 7 per grade level)	\$200 per day	Determine cut scores	Cut Scores

## **Attachment F**

### **Technical Manual Outline for New York State Assessments**

#### **Section 1: Introduction and Overview**

- a. Introduction
- b. Test Purpose
- c. Target Population
- d. Test Use and Decisions Based on Assessment
- e. Testing Accommodations
- f. Test Transcriptions
- g. Test Translations

#### **Section 2: Test Design and Development**

- a. Test Descriptions
- b. Test Configuration
- c. New York State Educators' Involvement in Test Development
- d. Development and Review Process
- e. Test Blueprints
- f. Passage Selection and Item Criteria Documents
- g. Passage Finding
- h. Item Development
- i. Educator Item Review
- j. Field Testing
- k. Rangefinding
- l. Item Selection and Test Creation (Criteria and Process)
- m. Test Form Production and Reviews
- n. Final Eyes Committee
- o. Proficiency and Performance Standards

#### **Section 3: Validity**

- a. Content Validity
- b. Construct (Internal Structure) Validity
- Scoring of Field Tests and Operational Tests

#### **Section 4: Test Administration and Scoring**

- a. Test Administration
- b. Scoring Procedures of Operational Tests
- c. Scoring Models
- d. Scoring of Constructed-Response Items
- e. Scorer Qualifications and Training
- f. Quality Control Process

#### **Section 5: Operational Test Data Collection and Classical Analysis**

- a. Data Collection
- b. Data Processing
- c. Classical Analysis and Calibration Sample Characteristics
- d. Classical Data Analysis

Section 6: IRT Calibration and Scaling

- a. IRT Models and Rationale for Use
- b. Calibration Sample
- c. Item-Model Fit
- d. Local Independence
- e. Scaling
- f. Item Parameters
- g. Test Characteristic Curves
- h. Scoring Procedure

Section 7: Reliability and Standard Error of Measurement

- a. Test Reliability
- b. Standard Error of Measurement
- c. Performance Level Classification Consistency and Agreement

Section 8: Standard Setting

Section 9: Summary of Operational Test Results

- a. Scale Score Distribution Summary
- b. Performance Level Distribution Summary

## Attachment G: Grades 3-8 Test Development Process

Major Events		Process Step	3-8 Time Frame
Field Test Bank Development	Passage Development	1. Passage Selection	Late summer-Fall
		2. Content Review	Fall-Winter
		3. Executive Review	Fall-Winter
	Item Development	4. Item Drafting	Fall-Winter
		5. Item Pre-Review	Winter-Spring
		6. Item Review	Spring
		7. First Copy Edit/Content QC	Spring
		8. Educator Review	Late Spring
		9. Reconciliation	Spring
		10. External Quality Control	Summer
		11. Formal Copy Edit*	Late Summer
		Field Test Form Construction	12. Field Test Form Construction
	13. Field Test Form Review		
	14. Field Test Form QC		
	Range Finding	15. Range Finding Event	July
		16. Range Finding Reconciliation	July
		17. Scoring QC	Oct/Nov
Operational Form Development	Form Construction	18. First Draw	Sept
		19. Form Pre-Review	Sept
		20. Form Construction Meeting	Oct
		21. Content Review/Risk Assessment	Oct
		22. Final Eyes/Reconciliation	Dec
	Form Finalization	23. Form Copy Edit 1	Dec
		24. Form Copy Edit 2	Jan
		25. Final Executive Review	Jan
	Scoring Materials	26. Proposed Scoring Sets	Oct-Nov
		27. Re-rating/QC	Winter
		28. Content Vetting of Scoring Sets	Winter
		29. Scoring Copy Edit	Winter
		30. SRM Approval	Late Winter
	Annotations	31. Proposed Release Items	Spring
		32. Approval of Release Set Choices	Spring
33. Content Review		Spring	
34. Annotation Copy Edit		After Administration	
35. SRM Approval			
All Activities Requiring Educators		a. Educator Committee Selection	On-Going

\* The last step in process where item editing is permitted

KEY: CT: Content Team 3-8; CTR: Content Team Regents; RRF: Regents Research Fund Fellow; S: Supervisor; E: Editor; CN: Consultant; CR: Curriculum Team; SRM: Senior Management; RP: Research and Psychometrics

## Attachment H: Passage Development

**Time Frame:** August-February

**Distinct Steps:**

1. Passage Selection
2. Content Review
3. Executive Review

**Guiding Documents:**

- Passage Selection Guidelines for Assessing CCSS ELA
  - a. To include meta-data/tags
- Passage Review Criteria
  - a. Quantitative
  - b. Qualitative
  - c. Annotation Template
- Sensitivity Approval Form (new)
- Meta-data template (new)
- Test Specs (passage based)

**Step 1: Passage Selection**

**Owner:** Vendor

**Goal/Outcome:**

- Present to SED passages in defined batches that meet expectations set forth in Passage Selection Guidelines for Assessing CCSS ELA and Test Specifications. The focus is on content (liquidated damages clause for rejections) rather than sensitivity (no liquidated damages).
- Vendor provide clear timeline around batch delivery

**Process:** Up to Vendor

**QA within Process:** Up to Vendor

**QC:** Up to Vendor

**Documentation:**

- Quantitative Criteria
- Qualitative Criteria

**Metrics:**

- Tracking of internal accept/reject
- Tracking of rate of approval from SED (and type of reject)
- Tracking on Key Characteristics (part of Item Banking)

**Step 2-3: Content and Executive Review**

**Owner:** OSA

**Participants:**

- OSA CT- content review and manage batch review/documentation
  - Regents Content- content review grade 7-8
- CN- content review

- SRM- Executive review

**Goal/Outcome:** To ensure that passages presented meet the guidelines set out in the [Passage Selection Guidelines for Assessing CCSS ELA](#). As such, OSA ensures that each passage is:

- capable of supporting questions to specified standards/item types
- appropriately complex for the grade
- appropriately complex for the item format
- of sufficient quality

**Process:**

1. CN and CT run and verify whether quantitative criteria are met
2. CN and CT check whether qualitative criteria are met
3. CT content staff meet to approve/disapprove, noting when consultant disagrees
4. CT then annotate passages using template, justifying use of passage
5. CT send conditionally approved passages, criteria and annotations to Executive Review
6. SRM then read for:
  - a. sensitivity concerns
  - b. grade appropriateness
  - c. quality

7. CT then informs vendor and send annotations

8. CT complete metrics

**QA within Process:**

- CT must verify that quantitative, qualitative, characteristic guidelines are followed
- CT must justify their approval through their own written annotation
- CT then reviews consultant/OSA justification and sensitivity simultaneously

**QC:**

- CN conducts parallel review of each passage
- CN conducts parallel annotation

**Documentation:**

- Signed off quantitative criteria- CT
- Signed off qualitative Criteria- CT
- Signed off Meta-data- CT
- Content recommendation- CT
- Completed annotations template- CT

**Metrics:**

- Tracking of CT accept/reject
- Tracking CN accept/reject
- Tracking % agreement between CT and CN

## Attachment I: Item Development

**Time Frame:** Oct-June

**Distinct Steps:**

4. Item Drafting
5. Item Pre-Review
6. Item Review
7. First Copy Edit/Content QC
8. Educator Review
9. Reconciliation
10. External Quality Control
11. Formal Copy Edit

**Guiding Documents:**

- Universal Design (UD) Guidelines
- Item Development Criteria (New)
- Item Review Criteria (New)
- Test Specifications
- Blind Review Sheet
- Pre-review tracking sheet
- Approval check sheet
- Panelist check sheet
- Educator review master record
- Annotation Template
- Item Objection Sheet
- Style Guide
- External Review Sheet

**Step 4: Item Drafting**

**Owner:** Vendor/NYSED

**Goal/Outcome:** Present to SED items that meet expectations set forth in item criteria documents and UD guidelines.

**Process:** Up to Vendor

**QA within Process:** Up to Vendor

**QC:** Step 5

**Documentation:**

- Item Development Criteria

**Metrics:**

- Tracking of internal iterations/rejections

## **Step 5: Item Pre-Review**

**Owner:** OSA/Vendor

### **Participants:**

- CT- review, track edits, and manage
- S- Ensure that CT is completing tasks/record keeping
- Vendor- platform/process to facilitate

### **Goal/Outcome:**

- Identify items that are or could be brought into compliance with criteria/specs with minor editing
  - Make edits to those items using tracked changes
- Identify items that cannot be brought into compliance without substantial reworking
- Verify/fix annotations

### **Process:**

- a. Vendor provides CT with Raw Items, free of meta-data and keys
- b. CT perform blind review of item noting:
  - Whether item conforms to specs
  - Which standard is Focus of Measurement (FOM)
  - Which answer is the key or whether signaled response is scorable using rubric
- c. CT then compare alignment and key with those captured on Vendor completed Item Criteria, documenting agreement and disagreement
- d. For items content staff deem worthy of approval or edit, they:
  - Make small edits to items using 'track-changes' or 'pdf markup'
  - Adjust item annotations accordingly
  - Post recommendations back to vendor
- e. S confirms rejects and notifies vendor
- f. CT track numbers of Accept, edit, rejects
- g. S checks record keeping bi-weekly

### **QA within Process:**

- Blind Review
- Item Criteria Completion & Annotation

### **QC:**

- Step 6

### **Documentation:**

- Blind Review
- Signed off item criteria
- Annotation
- Tracking Sheet

### **Metrics:**

- Tracking % accept/edit/reject
- Tracking % agreement of alignment
- Tracking % agreement on key

## **Step 6: Item Review**

**Owner:** OSA /Vendor

### **Participants:**

- S /RRF- edit and help facilitate
- CN- edit
- Educators- edit
- Vendor- edit, facilitate, manage

**Goal/Outcome:** To review, edit and approve:

- test items
- key
- meta-data
- preliminary-annotations

### **Process:**

- a. Training
- b. Round table review of each and every question as follows:
  - Read Passage and Annotations
  - Read Question
  - Read Blind Review Results
  - Is question of quality?
    - is question worth asking/does passage support question/can it be fixed? (if not- reject)
    - measuring intended standard? (if not, fix)
    - worded clearly? (if not, fix)
  - Is key correct and the only correct key?
    - Are annotations accurate? (if not, review quality again)
  - Is DOK correct?
  - Is std. correct?
  - Is meta-data correct?
- c. Majority Vote for each
  - For items where majority agrees, but not all, use Item Objection Sheet to document
- d. Resolution of items not agreed to
  - SRM, S and Vendor work through list and approve or reject.

### **QA within Process:**

- Consensus Model/Triangulated Feedback
- Leverages past inputs/checks past inputs
- Meta-data check
- Documented Objections

### **QC:**

- Documentation of disagreement and
- Step 7

### **Documentation:**

- Approval Check Sheet

- Annotation/Meta-data
- Item Objections

**Metrics:**

- Tracking % accept/edit/reject of items
- Tracking % objections

**Step 7: First Copy Edit/Content QC**

**Owner:** Vendor

**Participants:**

- Copy editors/Vendor

**Goal/Outcome:** To Copy (not content) Edit

- Finalize draft items for Content QC
- Copy editing:
  - Formatting
  - Spelling
  - Line Checks,
  - Graphics
  - Flags for Brailing, etc...

**Process:**

- a. Vendor defined

**QA within Process:**

- Vendor

**QC:**

- Vendor defined

**Documentation:**

- Vendor provided editing checklist

**Metrics:**

- Tracking % items that may have shifted content

**Step 8: Educator Review**

**Owner:** Vendor

**Participants/Roles:**

- Educator Panelists- 12 educators per room (6 from each grade)- drive review
- Vendor- facilitates/keeps master record
- CT- take notes/record themes

**Goal/Outcome:** To gain actionable feedback on all items from field educators. Educators provide comment on the following:

- Passage
  - Is the passage quality?
  - Is the passage fair?
- Items
  - Does the question measure intended standard? (if no, what edits)

- Is the correct answer correct?
- Does the annotation make sense?
- Is it a question worth asking?
- Can the question be used the way it's currently worded? (if no, then what gets edited?)

**Process:**

- a. Training
- b. Take items then discuss
  - Candidates work through 15-20 items, blind
  - Record key, alignment, etc.
  - Reveal metadata/key/annotation
  - Record answers to key questions/discuss/majority vote
  - If majority vote for edit, 3 min on edits max
- c. Each Room Responsible for 2 grades

**QA within Process:**

- Blind Review
- Key Questions

**QC:**

- Reconciliation
- External Review

**Documentation:**

- Panelist check-sheet/comments
- Vendor record
- CT Notes

**Metrics:**

- Tracking % agreement with items on each criteria
- Tracking % items flagged for edit
- Tracking % items flagged for kill

**Step 9: Reconciliation**

**Owner:** OSA/Vendor

**Participants/Roles:**

- S- Content guidance/decision making
- SRM - Decision making
- Vendor- Facilitation/decision making

**Goal/Outcome:** To identify which items must be thrown out, and which items must be edited coming out of educator review.

**Process:**

- a. Review Vendor and OSA CT Notes for each item
- b. If more than 3 Ed Reviewers:
  - Flagged key problems and suggested edits exist -edit or kick out
  - Flagged key problems with no edits- kick out

- Flagged edits- edit or not
- c. Record any areas where we do not follow teacher advice
- d. Mark changes to meta data

**QA within Process:**

- Review all
- Checking Ed Review Documentation
- Kick out rules

**QC:**

- External Review

**Documentation:**

- Panelist check-sheet/comments

**Metrics:**

- Tracking % of items where changes were made
- Tracking % of items that were kicked out
- Tracking % of items that were not acted upon

**Step 10: External Quality Control**

**Owner:** OSA

**Participants/Roles:**

- Vendor- facilitates
- CN/Contractor- reviews
- SRM- approves

**Goal/Outcome:** To identify items that cannot proceed to Field Testing due to:

- Wrong Keys
- Indefensible Content
- Confusing Wording

**Process:**

a. CN/Contractor reviews each item, focusing on items flagged at Educator Review, asking:

- Is the question defensible?
  - Worth Asking
  - One, correct key (the one that is tagged)
  - Aligned
  - Correctly annotated
  - Clearly worded/not hinging on background knowledge/esoteric math knowledge
- If the question was not clear, suggest track-change for simple edits to clarify or fix easily avoidable problem.

b. SRM reviews all External Review Sheet and make final decisions

**QA within Process:**

- Review all
- Checking Ed Review Documentation
- Kick out rules

**QC:**

- Field Test

**Documentation:**

- External Review Sheet

**Metrics:**

- Tracking % of items flagged for each question
- Tracking % of items flagged for edit
- Tracking % of items edited
- Tracking % of items kicked out
- Tracking % of items that were not acted upon

**Step 11: Formal Copy Edit**

**Owner:** OSA

**Participants/Roles:**

- OSA E
- OSA SRM

**Goal/Outcome:**

- Full Copy Edit of field test item bank

**Process:**

- Two E each review of grammar/style making pdf mark-up notes
- Senior copy editor/SRM/Ss then reviews notes and decides which edits to accept
- S and SRM review with SE to decide which edits to make
- Send edits back to Vendor
- Vendor enacts
- Repeat process

**QA within Process:**

- Double review
- Review findings discussed by SRM

**QC:**

- Copy Edit 2

**Documentation:**

- Copy Edit 1 Sheet

**FROM THIS POINT ON, THERE SHOULD BE NO ITEM EDITING**

## **Step12: Field Test Form Construction**

**Owner:** Vendor

**Participants/Roles:** Vendor defined

**Goal/Outcome:** Vendor defined

**Process:** Vendor defined

**QA within Process:** Vendor defined

**QC:** Vendor defined

**Documentation:** Vendor defined

**Metrics:** Vendor defined

## **Step13: Field Test Form Review**

**Owner:** OSA

**Participants/Roles:**

- CT- Review and Facilitation
- CR- Review

**Goal/Outcome:**

- a. Review forms for:
  - Item Placement problems/conflicts
  - Time concerns
  - NO CONTENT REVIEW OR ITEM EDITING

**Process:**

- b. Check off form
- c. Flag Problems/Record Issues

**QA within Process:**

- Formalized Process for flagging
- Review Criteria

**QC:**

- Step 13

**Documentation:**

- FT Form Review Criteria

**Metrics:**

- None

## **Step14: Field Test Form QC**

**Owner:** OSA

**Participants/Roles:**

- S- review

**Goal/Outcome:**

- d. Review Flags from FT Form Review

**Process:**

- Review flagged items from Step 13
- Flag Problems/Record Issues

- Prepare to a recommendation to accept/reject
- Bring issues to SRM
- Resolves

**QA within Process:**

- Review Criteria

**QC:**

- Step 13

**Documentation:**

- FT Form Review Criteria

**Metrics:**

- None (so long as items are not allowed to be edited)

**Range Finding**

**Time Frame:** Spring-Oct

**Distinct Steps:**

1. Range Finding
2. Range Finding Reconciliation
3. Scoring QC

**Guiding Documents:**

- Recruitment Log
- Recruitment lists (Network Team Institute, NYSUT, etc.)
- Rangefinding Note Sheet
- Participant Report

**Step15: Range Finding Event**

**Owner:** Vendor

**Participants/Roles:**

- Educators: Make decisions
- Vendor: Facilitate/Training/inform content leads of need for corrections
- S: Train/Correct when necessary
- CT: Take notes, inform Content Leads of need for corrections

**Goal/Outcome:**

- Educators successfully rate responses without SED/Vendor input
  - Corrections can be made when panels inaccurately interpret rubric
- Record comments on panelists so that we can be smart in selecting future participants

**Process:**

- Train educators to effectively rate student responses so that:
  - Ratings are consistent with holistic scoring rubrics/scoring guidance
  - Rating are consistent within grades

- Vendor introduction to Rangefinding
- Vendor introduction to holistic rubric and scoring
- Math and ELA breakouts
  - ELA and Math exemplars (past rated exemplars)
    - Use key words to characterize each 0,1,2,3,4 response (key words from rubric)
    - Have worksheet that lists key adjectives from each score point.
- Rating
- Range Finding Process (as defined by Vendor)
- For each rating, panel asked to describe response with key adjectives
- Occasional calibration papers to ensure panelists are actually on point (2 day 1, 2 day 2, 2 day 3-5)
  - i. For instruction
  - ii. For flagging
- Facilitator records and challenges if panel doesn't use key adjectives (from Rubric) typically associated with rating
- Facilitator and CT flag any paper where ratings may be suspect or where they are worried
- Facilitator/CT informs S of problematic trends and S provides corrective action
- CT keeps track of participant involvement/focus/capacity
- S reviews CT notes on participants

**QA within Process:**

- Training
- Exemplars
- Key Characteristics/Descriptors
- Calibration Sets

**QC:**

- Flagging
- Reconciliation
- Final Form Scoring Annotations/Articulation

**Documentation:**

- Rangefinding Note Sheet (to flag faulty ratings)
- Participant Report

**Metrics:**

- % of ratings flagged
- % of calibration paper rated correctly

**Step16: Range Finding Reconciliation**

**Owner:** Vendor/OSA

**Participants/Roles:**

- Vendor Content Leads
- OSA Content Leads

**Goal/Outcome:**

- Preliminary approval of rating sets
  - Automatic approval of all sets not flagged
  - Discuss and reconcile all flagged sets

**Process:**

- Vendor Proposed

**QA within Process:**

- Vendor

**QC:**

- Flagging
- Scoring QC: Final Form Scoring Annotations/Articulation

**Documentation:**

- Rangefinding Note Sheet (to flag faulty ratings)

**Metrics:**

- % of changed ratings

**Step17: Scoring QC**

**Owner:** Vendor/OSA

**Participants/Roles:**

- Vendor Content Leads: Do the articulation/work with OSA to finalize
- OSA Content Staff: Review and flag areas of disagreement
- OSA Content Leads: Take reviewed/flagged areas of disagreement and adjudicate with Vendor

**Goal/Outcome:**

- Ensure articulated scoring annotations for the final form
  - All grade level ratings are consistent with one another
  - All +/- grade level ratings scaffold appropriately and maintain consistency

**Process:**

- Vendor proposed internal process
  - Assurance of consistency within grade for constructed response items on operational forms
  - Assurance of consistency between grade, focusing on treatment of similar standards
  - Propose changes to scoring sets based on review
- CT Verifies within grade review grade consistency
  - i. Lay out each 0 response for all operational prompts and compare
  - ii. Repeat for 1,2,3,4
  - iii. Lay out all 0 responses and compare to each 1 response
  - iv. Repeat for all 1,2,3,4
- S and Vendor Reconcile any flagged material

**QA within Process:**

- Vertical and Horizontal articulation

- Vendor checked by SED, SED checked by Content Leads, Content Leads confer with Vendor

**QC:**

- Flagging
- Final Form Scoring Annotations/Articulation

**Documentation:**

- Rangefinding Note Sheet (to flag faulty ratings)

**Metrics:**

- % of changed ratings

**Form Construction**

**Time Frame:** Spring-Oct

**Distinct Steps:**

4. First Draw
5. Form Pre-Review
6. Form Construction Meeting
7. Content Review/Risk Assessment
8. Final Eyes/Reconciliation
9. Form Copy Edit 1
10. Form Copy Edit 2
11. Final Executive Review

**Guiding Documents:**

- Specs, Actual Blueprint (how they met the specs) and stats.
- Projected raw cuts
- Form Review Sheet
- Form Review File
- Updated Specs/Stats
- Risk Review Sheet
- Teacher Review Sheet

**Step18: First Draw**

**Owner:** Vendor

**Participants/Roles:**

- Vendor Content Team
- Vendor Psychometric Team

**Goal/Outcome:**

- Create proposed forms that:
  - Meet content specifications
  - Meet technical specifications
- Provide OSA with:
  - Initial Operational Blueprint
  - Initial Projected Stats

**Process:**

- Vendor Proposed

**QA within Process:**

- Vendor Defined

**QC:**

- Steps 19,20,21

**Documentation:**

- Specs, Actual Blueprint (how they met the specs) and stats.
- Projected raw cuts

**Step 19: Form Pre-Review**

**Owner:** OSA

**Participants/Roles:**

- CT and CR: pre-review and areas for change
- RP: pre-review of stats and review any requested changes

**Goal/Outcome:**

- Review first draw to check that:
  - all questions are defensible
    - i. Does question have 1 key?
    - ii. Does question clue?
  - the proposed form are defensible
    - i. Does form meet content and psychometric specifications?
    - ii. Does form adequately measure each concept?
      - 1.No clear themes within text choices
      - 2.Diverse voice within passages
      - 3.Math questions are not overly similar/predictable
- Review the degree to which:
  - Blueprint is met
  - Statistical targets are met

**Step 20: Form Construction Meeting**

**Owner:** Vendor/OSA

**Participants/Roles:**

- Vendor Content Team: consult/defend
- Vendor Psychometrician: run numbers in event of change
- CT and CR: pre-review and areas for change
- RP: pre-review of stats and review any requested changes

**Goal/Outcome:**

- Review proposed form to ensure that:
  - all questions are defensible
    - i. Does question have 1 key?
    - ii. Does question clue?
  - the proposed form are defensible
    - i. Does form meet content and psychometric specifications?
    - ii. Does form adequately measure each concept?
      - 1.No clear themes within text choices
      - 2.Diverse voice within passages
      - 3.Math questions are not overly similar/predictable

**Process:**

- Review OSA pre-review
  - Vendor supplies form A for each grade
  - CT and CR members do blind review without item keys, recording
    - i. What's the key
    - ii. Is the content defensible
    - iii. Does it clue, where?
    - iv. Does it meet specs?
    - v. Are there obvious themes?
    - vi. Other problems?
  - RP reviews
    - i. Blueprint
    - ii. Stats
  - S then compile results and communicate back to Vendor changes they feel necessary
- Vendor and S and SRM meets for 3 days to approve changes and sign off on forms b, c, d etc..

**QA within Process:**

- Pre-review
- Blind Review
- Key Check

**QC:**

- Blind Review
- Content Lead review

**Documentation:**

- Form Review Sheet
- Form Review File

- Specs/Stats

**Metrics:**

- % of items swapped
- % of items edited (this shouldn't happen)
- % change in blueprint from two prior admins
- % change in stats from two prior admins

**Step 21: Content Review/Risk Assessment**

**Owner:** OSA/ Vendor

**Participants/Roles:**

- CTR/Previously uninvolved CR: participate
- CN: Participate
- S: Facilitate and participate
- Vendor: Test Hackers

**Goal/Outcome:**

- Ensure that agreed upon form is bullet proof

**Process:**

- S, CR and CN do blind review without item keys, recording
  - What's the key?
  - Is the content defensible?
  - Other problems?
- Vendor provides test hack
- Ss aggregate information
- SRM, Vendor, CN review findings and identify any area that must be corrected

**QA within Process:**

- Triangulated review
- Limited focus
- Key check

**QC:**

- Final eyes

**Documentation:**

- Risk Review Sheet

**Metrics:**

- % of items flagged
- % of items changed

**Step 22: Final Eyes/Reconciliation**

**Owner:** OSA/Vendor/Educators

**Participants/Roles:**

- Educators: Take test and record comments
- CT: be present for read outs and take notes

- S: Reconcile
- SRM: Reconcile
- Vendors: Facilitate and record keep

**Goal/Outcome:**

- Have educators QC penultimate form by completing the test and evaluating that there is one, defensible key.

**Process:**

- Training on how to complete test
- Educators take one grade level test, all three books.
- While taking test, they record
  - Key
  - Any issues/comments
  - Compare their answers to the key and add additional comments
  - Teachers then go home
- After educators take test and go home, read discuss the test.
  - Vendor aggregates results
- Reconciliation
  - S, SRM and Vendor review flagged items
    - i. Items that are decided to be double keys are removed/edited on spot
    - ii. Grammatical issues are fixed on spot
  - Vendor enacts the edits

**QA within Process:**

- Key Check
- Blind group form review

**QC:**

- Final Executive Review

**Documentation:**

- Teacher Review Sheet

**Metrics:**

- % of items with key recorded differently than specified
- % of items flagged for discussion due to key
- % of items altered as a result of discussion/review
- % of items edited for grammar/language/spelling as a result of review

**Step 23: Form Copy Edit 1**

**Owner:** OSA

**Participants/Roles:**

- E- edit
- SE- check and reconcile
- SRM- reconcile/approve

**Goal/Outcome:**

- Full Review of Language and Formatting to prepare for approval

**Process:**

- Two Es copy edit independently
- SE compiles and aggregates
- S and SRM review with SE to decide which edits to make
- Send edits back to Vendor
- Vendor enacts

**QA within Process:**

- Check to see if all edits requested were made
- Double review
- Review findings discussed by SRMs

**QC:**

- SRM Sign-off

**Step 24: Form Copy Edit 2**

**Owner:** OSA

**Participants/Roles:**

- E- edit
- SE- check and reconcile
- SRM- reconcile/approve

**Goal/Outcome:**

- Full Review of Language and Formatting to prepare for approval

**Process:**

- Two Es copy edit independently
- SE compiles and aggregates
- S and SRM review with SE
- SRM sign off

**QA within Process:**

- Check to see if all edits requested were made
- Double review
- Review findings discussed by SRMs

**QC:**

- SRM Sign-off

**Step 25: Final Executive Review**

**Owner:** OSA

**Participants/Roles:**

- TBD- no vendor role

**Goal/Outcome:**

- Final Approval of Form

**Process:**

- SRM takes form

**QA within Process:**

- TBD

**QC:**

- TBD

**Documentation:**

- Sign-off

**Scoring Ancillaries**

**Time Frame:** Fall-Winter

**Distinct Steps:**

26. Proposed Scoring Sets
27. Re-rating/QC
28. Content Vetting of Scoring Sets
29. Scoring Copy Edit
30. SRM Approval

**Guiding Documents:**

- Scoring Sheet
- Annotation Template
- Scoring Review Criteria
- Copy Edit Review Criteria

**Step 26: Proposed Scoring Sets**

**Owner:** Vendor

**Participants/Roles:** vendor defined

**Goal/Outcome:**

- Organize Articulated Scoring Sets (Step 16)
- Organize annotations
- Organize sets for review

**Process:**

- Vendor Defined

**QA within Process:**

- Vendor Defined

**QC:**

- Vendor Defined

**Documentation:**

- Vendor Defined

## **Step 27: Re-rating/QC**

**Owner:** OSA

**Participants/Roles:**

- **CT- facilitate**
- **CR- Score**
- **CTR- Score**
- **S- Manage documentation**

**Goal/Outcome:**

- Blind review of scoring sets by individuals who have not yet scored papers

**Process:**

- Vendors provides scoring sets, free from annotation
- CT distribute shuffled sets to teams of 3 CR and CTR scorers
  - Each team of 3 scores each with no access to annotations/previous decisions
  - Scores recorded on re-rating qc sheet
  - Each scorer records their initial response, then if differences exist whether consensus could be reached or not
- S then compares rate of agreement with intended ratings
  - Misrated papers: discard/replace examples
  - Papers with 2 for misrating and 1 for original rating and no consensus- discard/replace
  - Papers with 2 for original rating and 1 for other rating and no consensus: bring to SNR but lean toward discard
  - For papers with agreement on original rating: keep
- S then works with vendor to identify replacements

**QA within Process:**

- Blind review
- Work rules for kicking out papers

**QC:**

- Process

**Documentation:**

- Blind-rating score recording sheet

**Metrics:**

- % agreement with original rating
- % agreement with each other
- % of scoring sets needing replacement

## **Step 28: Content Vetting of Scoring Sets**

**Owner:** OSA

**Participants/Roles:**

- **CT- facilitate**
- **CR- Score**

- **CTR- Score**
- **S- Manage documentation**

**Goal/Outcome:**

- Review and edit annotations
- Ensure consistency between annotations

**Process:**

- Vendors provides scoring sets final scoring sets with annotations
- CT, CR, CTR review annotations using
  - Annotation template
  - Annotation criteria
- For annotations not fitting template or criteria
  - CT provide edits in PDF markup
- S reviews and approves all recommended edits

**QA within Process:**

- S review of changes
- Criteria/Template

**QC:**

- Process

**Documentation:**

- Criteria/Template

**Step 29: Scoring Copy Edit**

**Owner:** OSA

**Participants/Roles:**

- E- edit
- CT- check and reconcile
- S- reconcile/approve

**Goal/Outcome:**

- Full Review of Language and Formatting to prepare for approval

**Process:**

- Two Es copy edit independently
- S/SRM review with SE to decide which edits to make
- Send edits back to Vendor
- Vendor enacts
- Repeat process
- SNR manager sign off

**QA within Process:**

- Check to see if all edits requested were made
- Double review
- Review findings discussed by SRMs

**QC:**

- SRM Sign-off

### **Step 30: SRM Approval of Scoring Ancillaries**

**Owner:** SED

**Participants/Roles:**

- TBD – no vendor role

**Goal/Outcome:**

- approval

**Process:**

- TBD

**QA within Process:**

- TBD

**QC:**

- TBD

**Documentation:**

- Sign-off

### **Annotations**

**Time Frame:** Spring

**Distinct Steps:**

31. Proposed Release Items
32. Approval of Release Set Choices
33. Content Review
34. Annotation Copy Edit
35. SRM Approval

**Guiding Documents:**

- Release Item Criteria
- Release Item Template
- Editing Checklist

### **Step 31: Proposed Release Items**

**Owner:** Vendor

**Participants/Roles:** vendor defined

**Goal/Outcome:**

- Vendor presents Passages/Items (by number) that they propose for release
- Proposed Passages/Items meet criteria for release

**Process:**

- Vendor Defined

**QA within Process:**

- Vendor Defined

**QC:**

- Vendor Defined

**Documentation:**

- Vendor Defined

**Step 32: Approval of Release Set Choices**

**Owner:** OSA

**Participants/Roles:**

- CT- Review items, facilitate
- CN and CR- Review items and recommend for approval
- S- recommend for approval
- SRM- approve set

**Goal/Outcome:**

- Ensure that proposed Passages/Items meet criteria for release

**Process:**

- CT- distribute items to CN and CR Teams
- CT, CN, and CR complete Release Criteria
- CR- compile recommendations and present to S
- S and CR- make decisions
- S and CR present decisions to SRM who approves
  - Any items recommended for removal from proposed set should be accompanied by a recommended replacement
  - Recommended replacements will come from CR and CT

**QA within Process:**

- Independent Review
- Not-consensus
- Presentation model (where CR argues for exclusion/inclusion)
- External review early on

**QC:**

- None

**Documentation:**

- Annotation Review Criteria

**Step 33: Content Review**

**Owner:** OSA

**Participants/Roles:**

- Vendor- provide first draft
- CR- Review and make edits
- CN- Review and make edits
- S- Approve Edits
- SRM- approve set

**Goal/Outcome:**

- Review and Edit Annotation to
  - Produce high-quality annotations
  - Ensure consistency across the annotations

**Process:**

- Vendor- populates annotation template with annotations previously constructed during item review and edits internally
- CR Reviews each annotation review criteria:
  - Is alignment correct and defensible: if no fix or reject
  - Is alignment worded clearly worded: if no, fix
  - Are annotations correct
    - i. Wrong answer choices represent plausible student missteps
    - ii. Right answer choice is linked to underlying skills/proficiencies

If not correct, fix, if not fixable, reject

- S reviews and approves, or sends back for more work
- Once approved, Vendor then copy edits

**QA within Process:**

**QC:** CN

**Documentation:**

- Annotation Review Criteria

**Step 34: Annotation Copy Edit**

**Owner:** OSA

**Participants/Roles:**

- E- edit
- CT- check and reconcile
- S- reconcile/approve

**Goal/Outcome:**

- Full Review of Language and Formatting to prepare for approval

**Process:**

- Two Es copy edit independently
- Senior E decides which edits to make
- Send edits back to Vendor
- Vendor enacts
- Repeat process

**Step 35: SRM Approval of Annotations**

**Owner:** SED

**Participants/Roles:**

- TBD- no vendor role

**Goal/Outcome:**

- approval

**Process:**

- TBD

**QA within Process:**

- TBD

**QC:**

- TBD

**Documentation:**

- Sign off

**a. Educator Committee Selection**

**Owner:** OSA/RRF

**Participants/Roles:**

- CR, CTR, S, SRM- recommend/collect people to nominate/suggest
- S or SRM- manage and facilitate

**Goal/Outcome:**

- Recruit and select educators specifically for development task who:
  - Have the capacity to conduct specific tasks
  - Are well vetted
  - Represent a diverse cross-section of the political/demo/geographic field
  - Maintain semi-professional review panels that serve for multi-year terms

**Process:**

- Build list of preferred sources
  - From CR, Network Team Institute contacts, SRM
  - From Charter Office
  - Big 5 assessment/curriculum leads
  - Professional associations
- Recruit from:
  - preferred sources- call and ask for the right people
  - NYSUT members
  - Big 5
- Take applications
  - Update application
  - Update record keeping structure

**QA within Process:**

- Recommendation Process/Application Process

**QC:**

- Long term Record Keeping

**Documentation:**

- Recruitment Log
- Record Keeping Structure

**Metrics:**

- Demographic and Representation data

## Attachment J

### Passage Review Criteria

<b>Passage ID:</b>	<b>Passage Reviewer:</b>	<b>Date:</b>
<b>Recommend Passage For Use?</b>		
<b>Standards Approved</b>		
<b>Strong Support</b>	<b>Weaker Support</b>	
<b>PASSAGE QUALITY: The passage is of sufficient rigor and quality (the passage is a worthwhile read)</b>		
<b>Potential Issues/Concerns/Notes:</b>		

**If Passage Is Not Recommended for Use, Please Explain**

## Review Checklist for Potential NY State Assessment Passages

<b>Passage ID:</b>	<b>Passage Reviewer:</b>			<b>Date:</b>		
<b>Genre:</b> (check one) <b>Informational</b> <input type="checkbox"/> <b>Literary</b> <input type="checkbox"/>	<b>Type:</b> (check one)	<b>Narrative</b> <input type="checkbox"/>	<b>Narrative Fiction</b> <input type="checkbox"/>	<b>Expository</b> <input type="checkbox"/>	<b>Instructional</b> <input type="checkbox"/>	
		<b>Argumentative</b> <input type="checkbox"/>		<b>Poetry</b> <input type="checkbox"/>		
		<b>Paired Narrative</b> <input type="checkbox"/>	<b>Paired Narrative Fiction</b> <input type="checkbox"/>	<b>Paired Argumentative</b> <input type="checkbox"/>		
		<b>Mixed Pair</b> <input type="checkbox"/>	<b>Other:</b>			
<b>Gender:</b>	<b>Era:</b>		<b>Culture:</b>			
<b>Recommendation:</b>			<b>Suitable Standards:</b>			

<b>Overarching Quality Criteria</b>	<b>Yes/ No/ NA</b>	<b>Explain or Describe</b>
1. Passage merits reading because of its place in the canon, craftsmanship, significance, or content		
2. Passage is relevant and informative (Informational Passages)		
3. Content in passage is accurate (Informational Passages)		
4. Content in Passage is told from a point of view, is persuasive, or presents an argument (Informational Passages)		
5. Passage is appropriately complex		<b>Quantitative Rationale:</b>  <b>Qualitative Rationale:</b>
6. There are compelling reasons (standards-based or other) to accept passage even though it is potentially provocative		

1. Passage does <b>not</b> portray characters/people in a stereotypical fashion (e.g. physical characteristics, mannerisms, situations, etc.)?		
<b>Fairness and Sensitivity Criteria<sup>6</sup></b>	<b>Yes/ No/ NA</b>	<b>Explain or Describe</b>
2. Passage does <b>not</b> portray groups of people in stereotypical fashion?		
3. Passage <b>avoids</b> stereotypical activities?		
4. Passage does <b>not</b> portray men or women in a gender-normative fashion?		
5. Passage does <b>not</b> include/mention political organizations, fraternal orders, clubs, etc.?		
6. Passage does <b>not</b> overly focus on moralistic situations or topics? Specify criteria and concerns.		
<b>Analysis of Text Complexity and Suitability for Item Development</b>		<b>Yes/ No</b>
<b>Key Ideas and Details (CCLS R.1, R.2, and R.3)</b>		
Outline the main ideas or themes (literary) of the passage, including supporting details.		
Are the ideas/themes clear and significant enough to paraphrase/summarize?		
Are the ideas/themes/literary elements developed with at least three details to support items?		
Are the relationships among the ideas/literary elements significant enough to analyze?		
Is the development of the ideas/themes/literary elements significant enough to analyze?		

<sup>6</sup> Answering ‘No’ to the Fairness and Sensitivity criteria does not rule out use. If there are compelling reasons to allow the use of passage in the presence of potentially provocative material then the passage may still be eligible for use.

## Craft and Structure (CCLS R.4, R.5, and R.6)

List up to four Tier II words and/or figurative devices suitable for assessment based on context clues to support understanding.

Describe the general organizational or narrative structure of the passage, including potential areas for assessment.

Describe the point of view and/or purposes of the passage, including potential areas for assessment.

Are the potential words for assessment of appropriate difficulty and supported by enough context?	
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Is the organizational/narrative structure clear, developed, and effective enough to support analysis?	
---	--

Is the point of view/purpose(s) compelling, clear, and developed enough to support analysis?	
--	--

## Integration of Knowledge and Ideas (CCLS R.7, R.8, and R.9)

Describe the significance of the illustrations (Grade 3) or the multimedia aspects of the passage (Grades 4-8), including potential areas for assessment.

Describe the argumentation of the passage, including the evidence used to support the main claims. (Applicable only to informational passages.)

Describe the central points of comparison of themes/ideas/perspective between the two passages. (Applicable only to paired passages.)

Are the contributions of the illustrations and/or multimedia elements appropriate for assessment?	
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Is the argumentation clear, developed, and supported enough to support analysis?	
--	--

Are the points of comparison significant and developed enough to support analysis?	
--	--

## Attachment J1: Draft Enhanced Review Criteria for Passages Intended for Use with Grade 6 ELA Multiple-Choice Items

<b>Passage ID:</b>	<b>Passage Reviewer:</b>	<b>Date:</b>
<b>Book 1</b>	<b>Literary Non-Fiction</b>	
Quantitative Measures	Lexile: RMM: DRP:	Notes:
Qualitative Measures (based on PARCC qualitative rubric)	Meaning:	<input type="checkbox"/> Very Complex <input type="checkbox"/> Moderately Complex <input type="checkbox"/> Readily Accessible
	Text Structure:	<input type="checkbox"/> Very Complex <input type="checkbox"/> Moderately Complex <input type="checkbox"/> Readily Accessible
	Language Features:	<input type="checkbox"/> Very Complex <input type="checkbox"/> Moderately Complex <input type="checkbox"/> Readily Accessible
	Knowledge Demands:	<input type="checkbox"/> Very Complex <input type="checkbox"/> Moderately Complex <input type="checkbox"/> Readily Accessible
<b>PASSAGE UTILITY</b>		
<p>Utility: Passages must support at least 7 items; of those items, passage clearly can support <u>at a minimum</u>:</p> <ul style="list-style-type: none"> <li>• 1 Item measuring RI.2</li> <li>• 1 Item measuring RI.3</li> <li>• 1 Item measuring RI.4</li> </ul> <p>Remaining 4 items can cover the aforementioned standards and/or RI.5, 6 and L.4</p>		
<b>PASSAGE QUALITY: The passage is of sufficient rigor and quality (the passage is a worthwhile read)</b>		
<b>Potential Issues/Concerns/Notes:</b>		
<b>If Passage Is Not Recommended for Use, Please Explain</b>		

Overarching Quality Criteria	Yes/ No/ NA	Explain or Describe
1. Passage merits reading because of its place in the canon, craftsmanship, significance, or content		
2. Passage is relevant and informative (Informational Passages)		
3. Passage pertains to topic(s) and theme(s) that are covered in NYS curriculum at the grade or lower than the test grade for which the passage is intended		
4. Content in passage is accurate (Informational Passages)		
5. Content in Passage is told from a point of view, is persuasive, or presents an argument (Informational Passages)		
6. Passage is appropriately complex (SEE PAGE 1)		<b>Quantitative Rationale:</b>  <b>Qualitative Rationale:</b>
7. There are compelling reasons (standards-based or other) to accept passage even though it is potentially provocative		
Fairness and Sensitivity Criteria <sup>7</sup>	Yes/ No/ NA	Explain or Describe
1. Passage does <b>not</b> portray characters/people in a stereotypical fashion (e.g. physical characteristics, mannerisms, situations, etc.)?		
2. Passage does <b>not</b> portray groups of people in stereotypical fashion?		

<sup>7</sup> Answering ‘No’ to the Fairness and Sensitivity criteria does not rule out use. If there are compelling reasons to allow the use of passage in the presence of potentially provocative material then the passage may still be eligible for use.

3. Passage <b>avoids</b> stereotypical activities?		
4. Passage does <b>not</b> portray men or women in a gender-normative fashion?		
5. Passage does <b>not</b> include/mention political organizations, fraternal orders, clubs, etc.?		
6. Passage does <b>not</b> overly focus on moralistic situations or topics? Specify criteria and concerns.		

DRAFT

## Analysis of Text Complexity and Suitability for Item Development

### Key Ideas and Details (CCLS R.2, and R.3)

Outline the main ideas of the passage, including supporting details.

	YES/NO
Are the ideas clear and significant enough to paraphrase/summarize?	
Are the ideas elements developed with at least three details to support items?	
Are the relationships among the ideas significant enough to analyze?	
Is the development of the ideas/themes/literary elements significant enough to analyze?	

**Craft and Structure (CCLS R.4, R.5, and R.6) and Language (CCLS L.4)**

List up to four Tier II words and/or phrases suitable for assessment based on context clues to support understanding of figurative/connotative meaning or overall meaning.

Describe the general organizational or narrative structure of the passage, including potential areas for assessment.

Describe the point of view and/or purposes of the passage, including potential areas for assessment.

	YES/NO
Are the potential words for assessment of appropriate difficulty and supported by enough context?	
Is the organizational/narrative structure clear, developed, and effective enough to support analysis?	
Is the point of view/purpose(s) compelling, clear, and developed enough to support analysis?	

<b>Passage ID:</b>	<b>Passage Reviewer:</b>		<b>Date:</b>
<b>Book 1</b>	<b>Fiction (1 of 3: Readily Accessible to Moderately Complex)</b>		
Quantitative Measures	Lexile: RMM: DRP:	Notes:	
Qualitative Measures (based on PARCC qualitative rubric)	Meaning:	<input type="checkbox"/> Very Complex Accessible	<input type="checkbox"/> Moderately Complex <input type="checkbox"/> Readily
	Text Structure:	<input type="checkbox"/> Very Complex Accessible	<input type="checkbox"/> Moderately Complex <input type="checkbox"/> Readily
	Language Features:	<input type="checkbox"/> Very Complex Accessible	<input type="checkbox"/> Moderately Complex <input type="checkbox"/> Readily
	Knowledge Demands:	<input type="checkbox"/> Very Complex Accessible	<input type="checkbox"/> Moderately Complex <input type="checkbox"/> Readily
<b>PASSAGE UTILITY</b>			
Utility: Passages must support at least 7 items; of those items, passage clearly can support <u>at a minimum</u> :			
<ul style="list-style-type: none"> <li>• 1 Item measuring RL.2</li> <li>• 1 Item measuring RL.3</li> <li>• 2 Items measuring RL.4</li> </ul>			
Remaining 3 items can cover the aforementioned standards and/or RL.5, 6 and L.4			
<b>PASSAGE QUALITY: The passage is of sufficient rigor and quality (the passage is a worthwhile read)</b>			
<b>Potential Issues/Concerns/Notes:</b>			
<b>If Passage Is Not Recommended for Use, Please Explain</b>			

Overarching Quality Criteria	Yes/ No/ NA	Explain or Describe
1. Passage merits reading because of its place in the canon, craftsmanship, significance, or content		
2. Passage is appropriately complex (SEE PAGE 1)		<b>Quantitative Rationale:</b>  <b>Qualitative Rationale:</b>
3. There are compelling reasons (standards-based or other) to accept passage even though it is potentially provocative		

Fairness and Sensitivity Criteria <sup>8</sup>	Yes/ No/ NA	Explain or Describe
7. Passage does <b>not</b> portray characters/people in a stereotypical fashion (e.g. physical characteristics, mannerisms, situations, etc.)?		
8. Passage does <b>not</b> portray groups of people in stereotypical fashion?		
9. Passage <b>avoids</b> stereotypical activities?		
10. Passage does <b>not</b> portray men or women in a gender-normative fashion?		
11. Passage does <b>not</b> include/mention political organizations, fraternal orders, clubs, etc.?		

<sup>8</sup> Answering ‘No’ to the Fairness and Sensitivity criteria does not rule out use. If there are compelling reasons to allow the use of passage in the presence of potentially provocative material then the passage may still be eligible for use.

12. Passage does <b>not</b> overly focus on moralistic situations or topics? Specify criteria and concerns.		
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<b>Analysis of Text Complexity and Suitability for Item Development</b>
---

<b>Key Ideas and Details (CCLS R.2, and R.3)</b>
--

Outline the main ideas/themes of the passage, including supporting details.

DRAFT

	YES/NO
Are the ideas/themes clear and significant enough to paraphrase/summarize?	
Are the ideas/themes developed with at least three details to support items?	
Are the relationships among the ideas/themes significant enough to analyze?	
Is the development of the ideas/themes/literary elements significant enough to analyze?	

## Craft and Structure (CCLS R.4, R.5, and R.6) and Language (CCLS L.4)

List up to four Tier II words and/or phrases suitable for assessment based on context clues to support understanding of figurative/connotative meaning or overall meaning.

Describe the general organizational or narrative structure of the passage, including potential areas for assessment.

Describe the point of view and/or purposes of the passage, including potential areas for assessment.

	YES/NO
Are the potential words for assessment of appropriate difficulty and supported by enough context?	
Is the organizational/narrative structure clear, developed, and effective enough to support analysis?	
Is the point of view/purpose(s) compelling, clear, and developed enough to support analysis?	

<b>Passage ID:</b>	<b>Passage Reviewer:</b>		<b>Date:</b>
<b>Book 1</b>	<b>Fiction (2 of 3: Moderately Complex)</b>		
Quantitative Measures	Lexile: RMM: DRP:	Notes:	
Qualitative Measures (based on PARCC qualitative rubric)	Meaning:	<input type="checkbox"/> Very Complex Accessible	<input type="checkbox"/> Moderately Complex <input type="checkbox"/> Readily
	Text Structure:	<input type="checkbox"/> Very Complex Accessible	<input type="checkbox"/> Moderately Complex <input type="checkbox"/> Readily
	Language Features:	<input type="checkbox"/> Very Complex Accessible	<input type="checkbox"/> Moderately Complex <input type="checkbox"/> Readily
	Knowledge Demands:	<input type="checkbox"/> Very Complex Accessible	<input type="checkbox"/> Moderately Complex <input type="checkbox"/> Readily
<b>PASSAGE UTILITY</b>			
Utility: Passages must support at least 7 items; of those items, passage clearly can support <u>at a minimum</u> :			
<ul style="list-style-type: none"> <li>• 1 Item measuring RL.2</li> <li>• 1 Item measuring RL.3</li> <li>• 2 Items measuring RL.4</li> <li>• 1 item measuring RL.5</li> </ul>			
Remaining 3 items can cover the aforementioned standards and/or RL.5, 6 and L.4			
<b>PASSAGE QUALITY: The passage is of sufficient rigor and quality (the passage is a worthwhile read)</b>			
<b>Potential Issues/Concerns/Notes:</b>			
<b>If Passage Is Not Recommended for Use, Please Explain</b>			

<b>Overarching Quality Criteria</b>	<b>Yes/ No/ NA</b>	<b>Explain or Describe</b>
1. Passage merits reading because of its place in the canon, craftsmanship, significance, or content		
2. Passage is appropriately complex (SEE PAGE 1)		<b>Quantitative Rationale:</b>  <b>Qualitative Rationale:</b>
3. There are compelling reasons (standards-based or other) to accept passage even though it is potentially provocative		
<b>Fairness and Sensitivity Criteria<sup>9</sup></b>	<b>Yes/ No/ NA</b>	<b>Explain or Describe</b>
1. Passage does <b>not</b> portray characters/people in a stereotypical fashion (e.g. physical characteristics, mannerisms, situations, etc.)?		
2. Passage does <b>not</b> portray groups of people in stereotypical fashion?		
4. Passage avoids stereotypical activities?		
5. Passage does <b>not</b> portray men or women in a gender-normative fashion?		
6. Passage does <b>not</b> include/mention political organizations, fraternal orders, clubs, etc.?		
7. Passage does <b>not</b> overly focus on moralistic situations or topics? Specify criteria and concerns.		

<sup>9</sup> Answering ‘No’ to the Fairness and Sensitivity criteria does not rule out use. If there are compelling reasons to allow the use of passage in the presence of potentially provocative material then the passage may still be eligible for use.

## Analysis of Text Complexity and Suitability for Item Development

### Key Ideas and Details (CCLS R.2, and R.3)

Outline the main ideas/themes of the passage, including supporting details.

	YES/NO
Are the ideas/themes clear and significant enough to paraphrase/summarize?	
Are the ideas/themes developed with at least three details to support items?	
Are the relationships among the ideas/themes significant enough to analyze?	
Is the development of the ideas/themes/literary elements significant enough to analyze?	

## Craft and Structure (CCLS R.4, R.5, and R.6) and Language (CCLS L.4)

List up to four Tier II words and/or phrases suitable for assessment based on context clues to support understanding of figurative/connotative meaning or overall meaning.

Describe the general organizational or narrative structure of the passage, including potential areas for assessment.

Describe the point of view and/or purposes of the passage, including potential areas for assessment.

	YES/NO
Are the potential words for assessment of appropriate difficulty and supported by enough context?	
Is the organizational/narrative structure clear, developed, and effective enough to support analysis?	
Is the point of view/purpose(s) compelling, clear, and developed enough to support analysis?	

<b>Passage ID:</b>	<b>Passage Reviewer:</b>		<b>Date:</b>	
<b>Book 1</b>	<b>Expository with graphic</b>			
Quantitative Measures	Lexile: RMM: DRP:	Notes:		
Qualitative Measures (based on PARCC qualitative rubric)	Meaning:	<input type="checkbox"/> Very Complex Accessible	<input type="checkbox"/> Moderately Complex	<input type="checkbox"/> Readily
	Text Structure:	<input type="checkbox"/> Very Complex Accessible	<input type="checkbox"/> Moderately Complex	<input type="checkbox"/> Readily
	Language Features:	<input type="checkbox"/> Very Complex Accessible	<input type="checkbox"/> Moderately Complex	<input type="checkbox"/> Readily
	Knowledge Demands:	<input type="checkbox"/> Very Complex Accessible	<input type="checkbox"/> Moderately Complex	<input type="checkbox"/> Readily
	Use of Graphics:	<input type="checkbox"/> Very Complex Accessible	<input type="checkbox"/> Moderately Complex	<input type="checkbox"/> Readily
<b>PASSAGE UTILITY</b>				
Utility: Passages must support at least 7 items; of those items, passage clearly can support <u>at a minimum</u> :				
<ul style="list-style-type: none"> <li>• 1 Item measuring RI.2</li> <li>• 1 Item measuring RI.3</li> <li>• 1 Item measuring RI.4</li> <li>• 1 Item measuring RI.6</li> <li>• 1 Item measuring RI.7</li> </ul>				
Remaining 2 items can cover the <b>mentioned standards and/or</b> RI.5, 6 and L.4				
<b>PASSAGE QUALITY: The passage is of sufficient rigor and quality (the passage is a worthwhile read)</b>				
<b>Potential Issues/Concerns/Notes:</b>				
<b>If Passage Is Not Recommended for Use, Please Explain</b>				

## REVIEW CHECKLIST FOR POTENTIAL NY STATE ASSESSMENT PASSAGES

Overarching Quality Criteria	Yes/ No/ NA	Explain or Describe
1. Passage merits reading because of its place in the canon, craftsmanship, significance, or content		
2. Passage is relevant and informative (Informational Passages)		
3. Content in passage is accurate (Informational Passages)		
4. Content in Passage is told from a point of view, is persuasive, or presents an argument (Informational Passages)		
5. Passage is appropriately complex (SEE PAGE 1)		<p><b>Quantitative Rationale:</b></p> <p><b>Qualitative Rationale:</b></p>
6. There are compelling reasons (standards-based or other) to accept passage even though it is potentially provocative		

Fairness and Sensitivity Criteria <sup>10</sup>	Yes/ No/ NA	Explain or Describe
7. Passage does <b>not</b> portray characters/people in a stereotypical fashion (e.g. physical characteristics, mannerisms, situations, etc.)?		
8. Passage does <b>not</b> portray groups of people in stereotypical fashion?		
9. Passage <b>avoids</b> stereotypical activities?		
10. Passage does <b>not</b> portray men or women in a gender-normative fashion?		
11. Passage does <b>not</b> include/mention political organizations, fraternal orders, clubs, etc.?		
12. Passage does <b>not</b> overly focus on moralistic situations or topics? Specify criteria and concerns.		

<sup>10</sup> Answering ‘No’ to the Fairness and Sensitivity criteria does not rule out use. If there are compelling reasons to allow the use of passage in the presence of potentially provocative material then the passage may still be eligible for use.

## Analysis of Text Complexity and Suitability for Item Development

### Key Ideas and Details (CCLS R.2, and R.3)

Outline the main ideas of the passage, including supporting details.

	YES/NO
Are the ideas clear and significant enough to paraphrase/summarize?	
Are the ideas elements developed with at least three details to support items?	
Are the relationships among the ideas significant enough to analyze?	
Is the development of the ideas/themes/literary elements significant enough to analyze?	

## Craft and Structure (CCLS R.4, R.5, and R.6) and Language (CCLS L.4)

List up to four Tier II words and/or phrases suitable for assessment based on context clues to support understanding of figurative/connotative meaning or overall meaning.

Describe the general organizational or narrative structure of the passage, including potential areas for assessment.

Describe the point of view and/or purposes of the passage, including potential areas for assessment.

	YES/NO
Are the potential words for assessment of appropriate difficulty and supported by enough context?	
Is the organizational/narrative structure clear, developed, and effective enough to support analysis?	
Is the point of view/purpose(s) compelling, clear, and developed enough to support analysis?	

## Integration of Knowledge and Ideas (CCLS R.7)

Describe the significance of the graphic elements of the passage, including how the graphic elements work with the text to develop a coherent presentation on a topic or issue

YES/NO

Are the contributions of the graphic elements appropriate for assessment?

Do the graphic elements work in conjunction with the text to develop a coherent presentation on a topic or issue?

<b>Passage ID:</b>	<b>Passage Reviewer:</b>		<b>Date:</b>
<b>Book 1</b>	<b>Fiction (3 of 3: Readily Accessible to Moderately Complex)</b>		
Quantitative Measures	Lexile: RMM: DRP:	Notes:	
Qualitative Measures (based on PARCC qualitative rubric)	Meaning:	<input type="checkbox"/> Very Complex Accessible	<input type="checkbox"/> Moderately Complex <input type="checkbox"/> Readily
	Text Structure:	<input type="checkbox"/> Very Complex Accessible	<input type="checkbox"/> Moderately Complex <input type="checkbox"/> Readily
	Language Features:	<input type="checkbox"/> Very Complex Accessible	<input type="checkbox"/> Moderately Complex <input type="checkbox"/> Readily
	Knowledge Demands:	<input type="checkbox"/> Very Complex Accessible	<input type="checkbox"/> Moderately Complex <input type="checkbox"/> Readily
<b>PASSAGE UTILITY</b>			
Utility: Passages must support at least 7 items; of those items, passage clearly can support <u>at a minimum</u> :			
<ul style="list-style-type: none"> <li>• 1 Item measuring RL.2</li> <li>• 1 Item measuring RL.3</li> <li>• 1 Items measuring RL.4</li> </ul>			
Remaining 4 items can cover the aforementioned standards and/or RL.5, 6 and L.4			
<b>PASSAGE QUALITY: The passage is of sufficient rigor and quality (the passage is a worthwhile read)</b>			
<b>Potential Issues/Concerns/Notes:</b>			
<b>If Passage Is Not Recommended for Use, Please Explain</b>			

<b>Overarching Quality Criteria</b>	<b>Yes/ No/ NA</b>	<b>Explain or Describe</b>
1. Passage merits reading because of its place in the canon, craftsmanship, significance, or content		
2. Passage is appropriately complex (SEE PAGE 1)		<b>Quantitative Rationale:</b>  <b>Qualitative Rationale:</b>
3. There are compelling reasons (standards-based or other) to accept passage even though it is potentially provocative		
<b>Fairness and Sensitivity Criteria<sup>11</sup></b>	<b>Yes/ No/ NA</b>	<b>Explain or Describe</b>
1. Passage does <b>not</b> portray characters/people in a stereotypical fashion (e.g. physical characteristics, mannerisms, situations, etc.)?		
2. Passage does <b>not</b> portray groups of people in stereotypical fashion?		
3. Passage <b>avoids</b> stereotypical activities?		
4. Passage does <b>not</b> portray men or women in a gender-normative fashion?		
5. Passage does <b>not</b> include/mention political organizations, fraternal orders, clubs, etc.?		
6. Passage does <b>not</b> overly focus on moralistic situations or topics? Specify criteria and concerns.		

<sup>11</sup> Answering ‘No’ to the Fairness and Sensitivity criteria does not rule out use. If there are compelling reasons to allow the use of passage in the presence of potentially provocative material then the passage may still be eligible for use.

## Analysis of Text Complexity and Suitability for Item Development

### Key Ideas and Details (CCLS R.2, and R.3)

Outline the main ideas/themes of the passage, including supporting details.

	YES/NO
Are the ideas/themes clear and significant enough to paraphrase/summarize?	
Are the ideas/themes developed with at least three details to support items?	
Are the relationships among the ideas/themes significant enough to analyze?	
Is the development of the ideas/themes/literary elements significant enough to analyze?	

## Craft and Structure (CCLS R.4, R.5, and R.6) and Language (CCLS L.4)

List up to four Tier II words and/or phrases suitable for assessment based on context clues to support understanding of figurative/connotative meaning or overall meaning.

Describe the general organizational or narrative structure of the passage, including potential areas for assessment.

Describe the point of view and/or purposes of the passage, including potential areas for assessment.

	YES/NO
Are the potential words for assessment of appropriate difficulty and supported by enough context?	
Is the organizational/narrative structure clear, developed, and effective enough to support analysis?	
Is the point of view/purpose(s) compelling, clear, and developed enough to support analysis?	

**Attachment J2: Draft Enhanced Review Criteria for Passages  
Intended for Use with Grade 6 ELA Constructed-Response Items**

<b>Passage ID:</b>	<b>Passage Reviewer:</b>			<b>Date:</b>
<b>Book 2</b>	<b>Argumentative with Chart</b>			
Quantitative Measures	Lexile: RMM: DRP:	Notes:		
Qualitative Measures (based on PARCC qualitative rubric)	Meaning:	<input type="checkbox"/> Very Complex Accessible	<input type="checkbox"/> Moderately Complex	<input type="checkbox"/> Readily
	Text Structure:	<input type="checkbox"/> Very Complex Accessible	<input type="checkbox"/> Moderately Complex	<input type="checkbox"/> Readily
	Language Features:	<input type="checkbox"/> Very Complex Accessible	<input type="checkbox"/> Moderately Complex	<input type="checkbox"/> Readily
	Knowledge Demands:	<input type="checkbox"/> Very Complex Accessible	<input type="checkbox"/> Moderately Complex	<input type="checkbox"/> Readily
	Use of Graphics:	<input type="checkbox"/> Very Complex Accessible	<input type="checkbox"/> Moderately Complex	<input type="checkbox"/> Readily
<b>PASSAGE UTILITY</b>				
Utility: Passages must support at least 7 items; of those items, passage clearly can support <u>at a minimum</u> :				
<ul style="list-style-type: none"> <li>• 1 Item measuring RI.2</li> <li>• 1 Item measuring RI.3</li> <li>• 1 Item measuring RI.4</li> <li>• 1 item measuring RI.6</li> <li>• 1 item measuring RI.7</li> </ul>				
Remaining 2 items can cover the aforementioned standards and/or RI.5, 6, 7, 8 and L.4				
<b>PASSAGE QUALITY: The passage is of sufficient rigor and quality (the passage is a worthwhile read)</b>				
<b>Potential Issues/Concerns/Notes:</b>				
<b>If Passage Is Not Recommended for Use, Please Explain</b>				

Overarching Quality Criteria	Yes/ No/ NA	Explain or Describe
1. Passage merits reading because of its place in the canon, craftsmanship, significance, or content		
2. Passage is relevant and informative (Informational Passages)		
3. Passage pertains to topic(s) and theme(s) that are covered in NYS curriculum at the grade or lower than the test grade for which the passage is intended		
4. Content in passage is accurate (Informational Passages)		
5. Content in Passage is told from a point of view, is persuasive, or presents an argument (Informational Passages)		
6. Passage is appropriately complex (See Page 1)		<p><b>Quantitative Rationale:</b></p> <p><b>Qualitative Rationale:</b></p>
7. There are compelling reasons (standards-based or other) to accept passage even though it is potentially provocative		

Fairness and Sensitivity Criteria <sup>12</sup>	Yes/ No/ NA	Explain or Describe
<ul style="list-style-type: none"> <li>• Passage does <b>not</b> portray characters/people in a stereotypical fashion (e.g. physical characteristics, mannerisms, situations, etc.)?</li> </ul>		
<ul style="list-style-type: none"> <li>• Passage does <b>not</b> portray groups of people in stereotypical fashion?</li> </ul>		
<ul style="list-style-type: none"> <li>• Passage <b>avoids</b> stereotypical activities?</li> </ul>		
<ul style="list-style-type: none"> <li>• Passage does <b>not</b> portray men or women in a gender-normative fashion?</li> </ul>		
<ul style="list-style-type: none"> <li>• Passage does <b>not</b> include/mention political organizations, fraternal orders, clubs, etc.?</li> </ul>		
<ul style="list-style-type: none"> <li>• Passage does <b>not</b> overly focus on moralistic situations or topics? Specify criteria and concerns.</li> </ul>		

<sup>12</sup> Answering ‘No’ to the Fairness and Sensitivity criteria does not rule out use. If there are compelling reasons to allow the use of passage in the presence of potentially provocative material then the passage may still be eligible for use.

## Analysis of Text Complexity and Suitability for Item Development

### Key Ideas and Details (CCLS R.2, and R.3)

Outline the main ideas of the passage, including supporting details.

	YES/NO
Are the ideas clear and significant enough to paraphrase/summarize?	
Are the ideas elements developed with at least three details to support items?	
Are the relationships among the ideas significant enough to analyze?	
Is the development of the ideas/themes/literary elements significant enough to analyze?	

## Craft and Structure (CCLS R.4, R.5, and R.6) and Language (CCLS L.4)

List up to four Tier II words and/or phrases suitable for assessment based on context clues to support understanding of figurative/connotative meaning or overall meaning.

Describe the general organizational or narrative structure of the passage, including potential areas for assessment.

Describe the point of view and/or purposes of the passage, including potential areas for assessment.

	YES/NO
Are the potential words for assessment of appropriate difficulty and supported by enough context?	
Is the organizational/narrative structure clear, developed, and effective enough to support analysis?	
Is the point of view/purpose(s) compelling, clear, and developed enough to support analysis?	

## Integration of Knowledge and Ideas (CCLS R.7 and R.8)

Describe the significance of the graphic elements of the passage, including how the graphic elements work with the text to develop a coherent presentation on a topic or issue

Describe the argumentation of the passage, including the evidence used to support the main claims.

	YES/NO
Are the contributions of the illustrations and/or multimedia elements appropriate for assessment?	
Is the argumentation clear, developed, and supported enough to support analysis?	

<b>Passage ID:</b>	<b>Passage Reviewer:</b>	<b>Date:</b>
<b>Book 2</b>	<b>Argumentative or Expository with Chart</b>	
Quantitative Measures	Lexile: RMM: DRP:	Notes:
Qualitative Measures (based on PARCC qualitative rubric)	Meaning:	<input type="checkbox"/> Very Complex Accessible <input type="checkbox"/> Moderately Complex <input type="checkbox"/> Readily
	Text Structure:	<input type="checkbox"/> Very Complex Accessible <input type="checkbox"/> Moderately Complex <input type="checkbox"/> Readily
	Language Features:	<input type="checkbox"/> Very Complex Accessible <input type="checkbox"/> Moderately Complex <input type="checkbox"/> Readily
	Knowledge Demands:	<input type="checkbox"/> Very Complex Accessible <input type="checkbox"/> Moderately Complex <input type="checkbox"/> Readily
	Use of Graphics:	<input type="checkbox"/> Very Complex Accessible <input type="checkbox"/> Moderately Complex <input type="checkbox"/> Readily
<b>PASSAGE UTILITY</b>		
Utility: Passage must support at least two 2-point CR items measuring RI.6, RI.7 and/or RI.8		
<b>PASSAGE QUALITY: The passage is of sufficient rigor and quality (the passage is a worthwhile read)</b>		
<b>Potential Issues/Concerns/Notes:</b>		
<b>If Passage Is Not Recommended for Use, Please Explain</b>		

Overarching Quality Criteria	Yes/ No/ NA	Explain or Describe
1. Passage merits reading because of its place in the canon, craftsmanship, significance, or content		
2. Passage is relevant and informative (Informational Passages)		
3. Content in passage is accurate (Informational Passages)		
4. Content in Passage is told from a point of view, is persuasive, or presents an argument (Informational Passages)		
5. Passage is appropriately complex (SEE PAGE 1)		<p><b>Quantitative Rationale:</b></p> <p><b>Qualitative Rationale:</b></p>
6. There are compelling reasons (standards-based or other) to accept passage even though it is potentially provocative		

Fairness and Sensitivity Criteria <sup>13</sup>	Yes/ No/ NA	Explain or Describe
<ul style="list-style-type: none"> <li>• Passage does <b>not</b> portray characters/people in a stereotypical fashion (e.g. physical characteristics, mannerisms, situations, etc.)?</li> </ul>		
<ul style="list-style-type: none"> <li>• Passage does <b>not</b> portray groups of people in stereotypical fashion?</li> </ul>		
<ul style="list-style-type: none"> <li>• Passage <b>avoids</b> stereotypical activities?</li> </ul>		
<ul style="list-style-type: none"> <li>• Passage does <b>not</b> portray men or women in a gender-normative fashion?</li> </ul>		
<ul style="list-style-type: none"> <li>• Passage does <b>not</b> include/mention political organizations, fraternal orders, clubs, etc.?</li> </ul>		
<ul style="list-style-type: none"> <li>• Passage does <b>not</b> overly focus on moralistic situations or topics? Specify criteria and concerns.</li> </ul>		

<sup>13</sup> Answering ‘No’ to the Fairness and Sensitivity criteria does not rule out use. If there are compelling reasons to allow the use of passage in the presence of potentially provocative material then the passage may still be eligible for use.

### Craft and Structure (CCLS R.6)

Describe the point of view and/or purposes of the passage, including potential areas for assessment.

YES/NO

Is the point of view/purpose(s) compelling, clear, and developed enough to support analysis?

### Integration of Knowledge and Ideas (CCLS R.7 and R.8)

Describe the significance of the graphic elements of the passage, including how the graphic elements work with the text to develop a coherent presentation on a topic or issue

Describe the argumentation of the passage, including the evidence used to support the main claims.

YES/NO

Are the contributions of the illustrations and/or multimedia elements appropriate for assessment?

Is the argumentation clear, developed, and supported enough to support analysis?

<b>Passage ID:</b>	<b>Passage Reviewer:</b>		<b>Date:</b>
<b>Book 2</b>	<b>Fiction</b>		
Quantitative Measures	Lexile: RMM: DRP:	Notes:	
Qualitative Measures (based on PARCC qualitative rubric)	Meaning:	<input type="checkbox"/> Very Complex Accessible	<input type="checkbox"/> Moderately Complex <input type="checkbox"/> Readily
	Text Structure:	<input type="checkbox"/> Very Complex Accessible	<input type="checkbox"/> Moderately Complex <input type="checkbox"/> Readily
	Language Features:	<input type="checkbox"/> Very Complex Accessible	<input type="checkbox"/> Moderately Complex <input type="checkbox"/> Readily
	Knowledge Demands:	<input type="checkbox"/> Very Complex Accessible	<input type="checkbox"/> Moderately Complex <input type="checkbox"/> Readily
<b>PASSAGE UTILITY</b>			
Utility: Passage must support at least one 2-point CR item measuring RL.2, 3, 4, 5, or 6 AND Passage must support at least one 4-point CR item measuring RL. 2 and RL.3			
<b>PASSAGE QUALITY: The passage is of sufficient rigor and quality (the passage is a worthwhile read)</b>			
<b>Potential Issues/Concerns/Notes:</b>			
<b>If Passage Is Not Recommended for Use, Please Explain</b>			

Overarching Quality Criteria	Yes/ No/ NA	Explain or Describe
<ul style="list-style-type: none"> <li>• Passage merits reading because of its place in the canon, craftsmanship, significance, or content</li> </ul>		
<ul style="list-style-type: none"> <li>• Passage is appropriately complex (SEE PAGE 1)</li> </ul>		<p><b>Quantitative Rationale:</b></p> <p><b>Qualitative Rationale:</b></p>
<ul style="list-style-type: none"> <li>• There are compelling reasons (standards-based or other) to accept passage even though it is potentially provocative</li> </ul>		
Fairness and Sensitivity Criteria <sup>14</sup>	Yes/ No/ NA	Explain or Describe
<ul style="list-style-type: none"> <li>• Passage does <b>not</b> portray characters/people in a stereotypical fashion (e.g. physical characteristics, mannerisms, situations, etc.)?</li> </ul>		
<ul style="list-style-type: none"> <li>• Passage does <b>not</b> portray groups of people in stereotypical fashion?</li> </ul>		
<ul style="list-style-type: none"> <li>• Passage <b>avoids</b> stereotypical activities?</li> </ul>		
<ul style="list-style-type: none"> <li>• Passage does <b>not</b> portray men or women in a gender-normative fashion?</li> </ul>		
<ul style="list-style-type: none"> <li>• Passage does <b>not</b> include/mention political organizations, fraternal orders, clubs, etc.?</li> </ul>		
<ul style="list-style-type: none"> <li>• Passage does <b>not</b> overly focus on moralistic situations or topics? Specify criteria and concerns.</li> </ul>		

<sup>14</sup> Answering ‘No’ to the Fairness and Sensitivity criteria does not rule out use. If there are compelling reasons to allow the use of passage in the presence of potentially provocative material then the passage may still be eligible for use.

## Analysis of Text Complexity and Suitability for Item Development

### Key Ideas and Details (CCLS R.2, and R.3)

Outline the main ideas/themes of the passage, including supporting details.

	YES/NO
Are the ideas/themes clear and significant enough to paraphrase/summarize?	
Are the ideas/themes developed with at least three details to support items?	
Are the relationships among the ideas/themes significant enough to analyze?	
Is the development of the ideas/themes/literary elements significant enough to analyze?	

<b>Passage ID:</b>	<b>Passage Reviewer:</b>		<b>Date:</b>	
<b>Book 3</b>	<b>Fiction</b>			
Quantitative Measures	Lexile: RMM: DRP:	Notes:		
Qualitative Measures (based on PARCC qualitative rubric)	Meaning:	<input type="checkbox"/> Very Complex Accessible	<input type="checkbox"/> Moderately Complex	<input type="checkbox"/> Readily
	Text Structure:	<input type="checkbox"/> Very Complex Accessible	<input type="checkbox"/> Moderately Complex	<input type="checkbox"/> Readily
	Language Features:	<input type="checkbox"/> Very Complex Accessible	<input type="checkbox"/> Moderately Complex	<input type="checkbox"/> Readily
	Knowledge Demands:	<input type="checkbox"/> Very Complex Accessible	<input type="checkbox"/> Moderately Complex	<input type="checkbox"/> Readily
<b>PASSAGE UTILITY</b>				
Utility: Passage must support at least one 2-point CR item measuring RL.5 and one 2-point CR item measuring RL.2,3, 4 or 6				
<b>PASSAGE QUALITY: The passage is of sufficient rigor and quality (the passage is a worthwhile read)</b>				
<b>Potential Issues/Concerns/Notes:</b>				
<b>If Passage Is Not Recommended for Use, Please Explain</b>				

## REVIEW CHECKLIST FOR POTENTIAL NY STATE ASSESSMENT PASSAGES

Overarching Quality Criteria	Yes/ No/ NA	Explain or Describe
1. Passage merits reading because of its place in the canon, craftsmanship, significance, or content		
2. Passage is appropriately complex (SEE PAGE 1)		<b>Quantitative Rationale:</b>  <b>Qualitative Rationale:</b>
3. There are compelling reasons (standards-based or other) to accept passage even though it is potentially provocative		
Fairness and Sensitivity Criteria <sup>15</sup>	Yes/ No/ NA	Explain or Describe
1. Passage does <b>not</b> portray characters/people in a stereotypical fashion (e.g. physical characteristics, mannerisms, situations, etc.)?		
2. Passage does <b>not</b> portray groups of people in stereotypical fashion?		
3. Passage <b>avoids</b> stereotypical activities?		
4. Passage does <b>not</b> portray men or women in a gender-normative fashion?		
5. Passage does <b>not</b> include/mention political organizations, fraternal orders, clubs, etc.?		
6. Passage does <b>not</b> overly focus on moralistic situations or topics? Specify criteria and concerns.		

<sup>15</sup> Answering ‘No’ to the Fairness and Sensitivity criteria does not rule out use. If there are compelling reasons to allow the use of passage in the presence of potentially provocative material then the passage may still be eligible for use.

## Analysis of Text Complexity and Suitability for Item Development

### Key Ideas and Details (CCLS R.2, and R.3)

Outline the main ideas of the passage, including supporting details.

	YES/NO
Are the ideas clear and significant enough to paraphrase/summarize?	
Are the ideas elements developed with at least three details to support items?	
Are the relationships among the ideas significant enough to analyze?	
Is the development of the ideas/themes/literary elements significant enough to analyze?	

## Craft and Structure (CCLS R.4, R.5, and R.6) and Language (CCLS L.4)

List up to four Tier II words and/or phrases suitable for assessment based on context clues to support understanding of figurative/connotative meaning or overall meaning.

Describe the general organizational or narrative structure of the passage, including potential areas for assessment.

Describe the point of view and/or purposes of the passage, including potential areas for assessment.

	YES/NO
Are the potential words for assessment of appropriate difficulty and supported by enough context?	
Is the organizational/narrative structure clear, developed, and effective enough to support analysis?	
Is the point of view/purpose(s) compelling, clear, and developed enough to support analysis?	

<b>Passage ID:</b>	<b>Passage Reviewer:</b>		<b>Date:</b>
<b>Book 3</b>	<b>Paired Argumentative Texts</b>		
Quantitative Measures (passage 1)	Lexile: RMM: DRP:	Notes:	
Quantitative Measures (passage 2)	Lexile: RMM: DRP:	Notes:	
Qualitative Measures (based on PARCC qualitative rubric) (passage 1)	Meaning:	<input type="checkbox"/> Very Complex Accessible	<input type="checkbox"/> Moderately Complex <input type="checkbox"/> Readily
	Text Structure:	<input type="checkbox"/> Very Complex Accessible	<input type="checkbox"/> Moderately Complex <input type="checkbox"/> Readily
	Language Features:	<input type="checkbox"/> Very Complex Accessible	<input type="checkbox"/> Moderately Complex <input type="checkbox"/> Readily
	Knowledge Demands:	<input type="checkbox"/> Very Complex Accessible	<input type="checkbox"/> Moderately Complex <input type="checkbox"/> Readily
Qualitative Measures (based on PARCC qualitative rubric) (passage 2)	Meaning:	<input type="checkbox"/> Very Complex Accessible	<input type="checkbox"/> Moderately Complex <input type="checkbox"/> Readily
	Text Structure:	<input type="checkbox"/> Very Complex Accessible	<input type="checkbox"/> Moderately Complex <input type="checkbox"/> Readily
	Language Features:	<input type="checkbox"/> Very Complex Accessible	<input type="checkbox"/> Moderately Complex <input type="checkbox"/> Readily
	Knowledge Demands:	<input type="checkbox"/> Very Complex Accessible	<input type="checkbox"/> Moderately Complex <input type="checkbox"/> Readily
<b>PASSAGE UTILITY</b>			
<p><b>Passages must support at least one 2-point CR item measuring RI.2 and two one 2-point CR items measuring RI.3 or RI.4 (2-point CR items should target individual passages)</b>  <b>Passages must support at least one 4-point CR item measuring RI.5, RI.8 and RI.9 (4-point CR item should target both passages)</b></p>			
<b>PASSAGE QUALITY: The passage is of sufficient rigor and quality (the passage is a worthwhile read)</b>			
<b>Potential Issues/Concerns/Notes:</b>			

**If Passage Is Not Recommended for Use, Please Explain**

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Overarching Quality Criteria	Yes/ No/ NA	Explain or Describe
1. Passage merits reading because of its place in the canon, craftsmanship, significance, or content		
2. Passage is relevant and informative (Informational Passages)		
3. Content in passage is accurate (Informational Passages)		
4. Content in Passage is told from a point of view, is persuasive, or presents an argument (Informational Passages)		
5. Passages are appropriately complex (SEE PAGE 1)		<p><b>Quantitative Rationale:</b></p> <p>Passage 1:</p> <p>Passage 2:</p> <p><b>Qualitative Rationale:</b></p> <p>Passage 1:</p> <p>Passage 2:</p>
6. There are compelling reasons (standards-based or other) to accept passage even though it is potentially provocative		

Fairness and Sensitivity Criteria <sup>16</sup>	Yes/ No/ NA	Explain or Describe
<ul style="list-style-type: none"> <li>• Passage does <b>not</b> portray characters/people in a stereotypical fashion (e.g. physical characteristics, mannerisms, situations, etc.)?</li> </ul>		
<ul style="list-style-type: none"> <li>• Passage does <b>not</b> portray groups of people in stereotypical fashion?</li> </ul>		
<ul style="list-style-type: none"> <li>• Passage <b>avoids</b> stereotypical activities?</li> </ul>		
<ul style="list-style-type: none"> <li>• Passage does <b>not</b> portray men or women in a gender-normative fashion?</li> </ul>		
<ul style="list-style-type: none"> <li>• Passage does <b>not</b> include/mention political organizations, fraternal orders, clubs, etc.?</li> </ul>		
<ul style="list-style-type: none"> <li>• Passage does <b>not</b> overly focus on moralistic situations or topics? Specify criteria and concerns.</li> </ul>		

<sup>16</sup> Answering ‘No’ to the Fairness and Sensitivity criteria does not rule out use. If there are compelling reasons to allow the use of passage in the presence of potentially provocative material then the passage may still be eligible for use.

## Analysis of Text Complexity and Suitability for Item Development

### Key Ideas and Details (CCLS R.2, and R.3)

Outline the main ideas/themes of the passage, including supporting details.

	YES/NO
Are the ideas/themes clear and significant enough to paraphrase/summarize?	
Are the ideas/themes developed with at least three details to support items?	
Are the relationships among the ideas/themes significant enough to analyze?	
Is the development of the ideas/themes/literary elements significant enough to analyze?	

**Craft and Structure (CCLS R.4, R.5, and R.6) and Language (CCLS L.4)**

List up to four Tier II words and/or phrases suitable for assessment based on context clues to support understanding of figurative/connotative meaning or overall meaning.

Describe the general organizational or narrative structure of the passage, including potential areas for assessment.

YES/NO

Are the potential words for assessment of appropriate difficulty and supported by enough context?

Is the organizational structure clear, developed, and effective enough to support analysis?

## Integration of Knowledge and Ideas (CCLS R.8 and R.9)

Describe the argumentation of the passage, including the evidence used to support the main claims. (Applicable only to informational passages.)

Describe the central points of comparison of themes/ideas/perspective between the two passages. (Applicable only to paired passages.)

	YES/NO
Is the argumentation clear, developed, and supported enough to support analysis?	
Are the points of comparison significant and developed enough to support analysis?	

## Attachment K: Review Criteria for Potential Grades 3-5 and 6-8 ELA Items

### Review Criteria for Potential Grades 3-5 ELA Items

Item ID: Passage ID:	Item Reviewer:	Date:
Recommendation:		Standard:

<b>Clarity</b>	<b>Yes/No</b>	<b>If “No”, Explain or Describe</b>
1. Vocabulary in stem is on grade level.		
2. Avoids technical terms unrelated to the content.		
3. Sentence complexity well within grade expectations.		
4. Avoids ambiguous or double-meaning words.		
5. Pronouns have clear referents.		
6. Item does not include copyrighted or trademarked references.		
7. Item avoids irregularly spelled words.		
8. There are standards based reasons to violate UD language principles.		
<b>Fairness/Bias</b>	<b>Yes/No</b>	<b>If “No”, Explain or Describe</b>
1. The item is free of content that might offend or <u>typecast</u> a gender subgroup. Likewise, the item does not lead toward potentially offensive or stereotypical inference(s).		
2. The item is free of content that might offend or <u>typecast</u> an ethnic subgroup. Likewise, the item does not lead toward potentially offensive or stereotypical inference(s).		

3. The item is free of content that might unfairly advantage or disadvantage groups of students (ethnicity, gender, geographic location, ability, SES level, etc.).		
<b>Item Measuring CCLS R.1</b>	<b>Yes/ No</b>	<b>If “No”, Explain or Describe</b>
1. The item requires students to identify evidence (quotes, details, or examples) to support a valid inference  OR The item requires students to select a valid inference  OR The item requires students to identify evidence (quotes, details, or examples) when explaining what the text says explicitly.		
2. The item requires students to refer to the text in order to answer the question.		
3. The item stem <b>does not</b> reveal: <ul style="list-style-type: none"> <li>- key ideas from the text</li> <li>- details that support key ideas in the text.</li> </ul>		
4. The text has sufficient details and examples to support explanations of what the text says explicitly and inferences from the text.		
THE ITEM ALIGNS TO THIS STANDARD		
<b>Item Measuring CCLS R.2</b>	<b>Yes/ No</b>	<b>If “No”, Explain or Describe</b>
1. The item requires students to identify the story’s central theme/idea or plot.  For RI.2, items require students to identify main idea and show how it is supported by evidence  At Grade 5, there would ideally be at least two main ideas/events for RI.		

<p>2. The item requires that the student identify the central theme/idea or summarize plot using text evidence (identify a quote, paragraph, section, etc.). Wording may include:</p> <p>Which paragraph best supports the central theme; Which quote best explains the plot/main idea; Etc.</p>		
<p>3. The item stem does <b>not</b> reveal*:</p> <ul style="list-style-type: none"> <li>-central theme/idea(s) or provide plot</li> <li>-evidence that gives away the central theme/idea(s)</li> </ul> <p>*Unless stem is setting students up for a contrast</p>		
<p>4. The central theme/idea(s) or plot summary required by item is apparent in the text (see passage review notes)*</p>		
<p>5. The item forces students to comprehend the majority of the passage to answer the item correctly.</p>		
<p>THE ITEM ALIGNS TO THIS STANDARD</p>		
<p><b>Item Measuring CCLS RL.3</b></p>	<p><b>Yes/ No</b></p>	<p><b>If “No”, Explain or Describe</b></p>
<p>1. The item requires students to identify how a character contributes to/affects the events in a story. (Grade 3)</p> <p>OR</p> <p>The item requires students to draw on specific details in a story when analyzing a character, setting, or event. (Grade 4)</p> <p>OR</p> <p>The item requires comparison/contrast of the interaction between two characters/events/context details. (Grade 5)</p>		
<p>2. The item requires that students characterize their understanding using textual evidence (identify a quote, paragraph, section, etc.).</p>		

3. The item stem <b>does not</b> reveal:  -how the character affects the events of the story  -the comparison between characters/events/context details		
4. The text supports the required analysis (see passage review notes)		
5. The item requires students to comprehend the majority of the passage to answer the item correctly.		
THE ITEM ALIGNS TO THIS STANDARD		
<b>Item Measuring CCLS RI.3</b>	<b>Yes/No</b>	<b>If “No”, Explain or Describe</b>
1. The item requires students to identify/analyze the relationship between a series of events, ideas, or steps in relation to a process (cause/effect). (Grade 3)  OR The item requires the explanation or analysis of events, procedures, ideas or concepts that can be supported with textual evidence. (Grade 4)  OR The item requires the explanation or analysis of relationships or interactions between two or more individuals/events/ideas. (Grade 5)		
2. The item requires that students characterize their understanding using textual evidence (identify a quote, paragraph, section, etc.).		
3. The item stem <b>does not</b> reveal:  - the relationship  - the comparison or interaction between events/ideas.		
4. The text supports the required analysis (see passage review notes)		

5. The item requires students to comprehend the majority of the passage to answer the item correctly.		
THE ITEM ALIGNS TO THIS STANDARD		
<b>Item Measuring CCLS R.4</b>	<b>Yes/ No</b>	<b>If “No”, Explain or Describe</b>
<p>1. The item requires students to determine the meaning of words, including distinguishing between literal and figurative uses. (Grades 3-4)</p> <p>OR</p> <p>The item requires students to detect allusions. (Grades 4-5)</p> <p>OR</p> <p>The item identification or analysis of similes and metaphors. (Grade 5)</p> <p>OR</p> <p>The item may also require the determination of the meaning of phrases or unfamiliar or technical words. (Grades 3-5)</p>		
2. The item can be answered using text based clues, context clues.		
THE ITEM ALIGNS TO THIS STANDARD		
<b>Item Measuring CCLS R.5</b>	<b>Yes/ No</b>	<b>If “No”, Explain or Describe</b>
<p>1. The item requires analysis of how basic literary components (paragraphs, chapters*, scenes*, or stanzas) are used to build a coherent structure, build upon previous components, or to locate key information.</p> <p>*for purposes of practical assessment, these can also be sections or parts of a shorter piece of writing.</p> <p>OR</p> <p>The item asks students to differentiate between structural elements present in various forms of literary writing</p> <p>For RI.5 at Grades 4-5, the item requires identification or analysis of overall logical structure (chronologic, comparison, cause-effect, etc.)</p> <p>When possible, for Grade 5, the item</p>		

should attempt the same analysis of logic but across two or more texts.		
2. The item requires that the students use textual evidence (identify a quote, paragraph, section, etc.) to complete identification or analysis.		
3. The item stem <b>does not</b> reveal: -key analysis -key difference -logic		
4. The text supports the required analysis (see passage review notes)		
THE ITEM ALIGNS TO THIS STANDARD		
<b>Item Measuring CCLS RL.6</b>	<b>Yes/ No</b>	<b>If “No”, Explain or Describe</b>
1. The item requires identification of point of view/textual evidence of point of view  OR The item asks students to differentiate between multiple points of view		
2. The item requires that students use textual evidence (identify a quote, paragraph, section, etc.) to complete identification or analysis.		
3. The item stem <b>does not</b> reveal: - the point of view, unless a comparison is being set up - key differences in point of view		
4. The text supports the required analysis (see passage review notes)		
THE ITEM ALIGNS TO THIS STANDARD		
<b>Item Measuring CCLS RI.6</b>	<b>Yes/ No</b>	<b>If “No”, Explain or Describe</b>
1. The item requires the student to distinguish their own point of view from the author's. (Grade 3)  OR The item asks students to compare and contrast a first and second hand, or multiple accounts of the same event		

(Grades 4-5)* *Likely only possible with a paired passage		
2. The item requires that students use textual evidence (identify a quote, paragraph, section, etc.) to complete identification or analysis.		
3. The item stem <b>does not</b> reveal:  - the point of view, unless a comparison is being set up  - key differences in point of view		
4. The text supports the required analysis (see passage review notes)		
THE ITEM ALIGNS TO THIS STANDARD		
<b>Item Measuring CCLS R.7</b>	<b>Yes/ No</b>	<b>If “No”, Explain or Describe</b>
1. The item requires students to show how illustration/visual stimuli relate/change/contribute to understanding of text.		
2. The item requires that students use textual evidence (identify a quote, paragraph, section, etc.) to analyze/identify aspects of visual stimuli.		
3. The item stem <b>does not</b> :  - relate entirely to visual stimuli  - clue students to the relationship between visual and textual stimuli		
4. The text and visual picture supports this level of analysis required by standard (see passage review notes)		
THE ITEM ALIGNS TO THIS STANDARD		
<b>Item Measuring CCLS RI.8</b>	<b>Yes/ No</b>	<b>If “No”, Explain or Describe</b>
1. The item requires students to identify the logical connection of sentences or paragraphs in a text (e.g. comparison, cause/effect, second in a sequence, etc..). (Grade 3)		

<p>OR</p> <p>The item asks for an analysis of how an author uses reasons and evidence to support particular points in a text. (Grade 4)</p> <p>OR</p> <p>The item asks for an evaluation of which evidence supports different points/claims in a text. (Grade 5)</p>		
2. The item requires that students use textual evidence (identify a quote, paragraph, section, etc.) to complete identification or analysis.		
3. The item stem <b>does not</b> reveal: <ul style="list-style-type: none"> <li>- the logical connection</li> <li>- the key analysis</li> <li>- the claims or supporting evidence</li> </ul>		
4. The text supports the required analysis (see passage review notes)		
THE ITEM ALIGNS TO THIS STANDARD		
<b>Item Measuring CCLS RL.9</b>	<b>Yes/No</b>	<b>If “No”, Explain or Describe</b>
1. The item asks for students to show compare and contrast how different passages (as specified by grade level at CCLS) address similar themes and topics. The difference or similarity addressed must be meaningful or potentially signal a greater take-away/understanding (see SAP manual)		
2. The item requires that students use textual evidence (identify a quote, paragraph, section, etc.) to identify and evidence differences.		
3. The item stem <b>does not</b> : <ul style="list-style-type: none"> <li>- key details</li> <li>- fundamental differences</li> <li>- the point of view in either text</li> </ul>		
4. The texts support the level of analysis required by standard (see passage review notes)		

THE ITEM ALIGNS TO THIS STANDARD		
<b>Item Measuring CCLS RI.9</b>	<b>Yes/ No</b>	<b>If “No”, Explain or Describe</b>
1. The item requires comparison of key details presented in two texts on the same topic. (Grade 3)  OR The item asks for integration of details from two texts to make a statement(s) about the subject. (Grade 4-5)		
2. The item requires that the students use textual evidence (identify a quote, paragraph, section, etc.) to identify and evidence fundamental differences.		
3. The item stem <b>does not</b> : - key details - fundamental differences - the point of view /ideas/claims in either text		
4. The texts support the level of analysis required by standard (see passage review notes)		
THE ITEM ALIGNS TO THIS STANDARD		
<b>Item Measuring CCLS L.4</b>	<b>Yes/ No</b>	<b>If “No”, Explain or Describe</b>
1. The item requires students to determine the meaning of unknown or multiple meaning words and phrases.		
2. The item requires that the students determine meaning through the use of context clues, affixes, root words, or reference materials.		
THE ITEM ALIGNS TO THIS STANDARD		
<b>Item Measuring CCLS L.5</b>	<b>Yes/ No</b>	<b>If “No”, Explain or Describe</b>
1. The item requires students to distinguish literal meanings of words and phrases from nonliteral meanings.  OR The item requires determining the meaning of similes and metaphors. (Grade 4)  OR		

<p>The item requires determining the meaning of figurative language, including similes and metaphors. (Grade 5)</p> <p>OR</p> <p>The item requires determining the meaning of common idioms, adages, and proverbs. (Grades 4 and 5)</p> <p>OR</p> <p>The item requires the use of word relationships such as antonyms and synonyms to determine the meanings of words. (Grades 4 and 5)</p>		
2. The item can be answered using text based clues, context clues.		
THE ITEM ALIGNS TO THIS STANDARD		
<b>Multiple-Choice Items</b>	<b>Yes/ No</b>	<b>If “No”, Explain or Describe</b>
1. The stem uses vocabulary that is synonymous with the language of the standard, but is age and grade appropriate.		Not a necessary, but good to know.
2. The stem uses clear and concise language.		
3. The stem poses an actual problem.		
4. The stem requires a multi-step process (e.g. Identify theme in head, then locate supporting evidence).		
5. There is one correct, unambiguous key.		
6. There is a rationale for the correct response that is aligned to the language of the Standard.  <i>If “no”, explain.</i>		
7. Are distracters all plausible/text based?  <i>If “no”, explain.</i>		
8. The item requires comprehension of the major portions of the text, including vocabulary items.		

<b>2 pt Constructed Response</b>	<b>Yes/ No</b>	<b>If “No”, Explain or Describe</b>
1. The stem asks students to make a clear statement that can be supported with two independent text-based pieces of evidence.		
2. The stem asks a meaningful question.		
3. The stem asks a question that will produce a clear and predictable response that is scorable using the 2 pt rubric.		
4. The stem will require the students to return to the text, either physically or mentally, in order to provide evidence that supports their statement.		
5. The question posed by the item is answerable in three sentences (or less).		
<b>4 pt Constructed Response</b>	<b>Yes/ No</b>	<b>If “No”, Explain or Describe</b>
1. The stem asks students to respond to a true, meaningful question.		<b>If no, explain why it represents a meaningful prompt:</b>
2. The question posed in the stem requires students to complete analysis consistent with grade level, aligned reading standards.		
3. The question posed in the stem requires meaningful analysis of one text, or a rigorous comparison of paired texts (depending on purpose of the item).		
4. The stem provides adequate framing so that students can produce an essay or coherent long-form response.		
5. The stem signals the depth of response necessary to score using the rubric.		
6. The question and desired analysis can be supported by the texts provided.		

7. The item is robust enough to allow for a simplistic reading of the texts AND yet also signals room for a complex analysis/comprehension.		
8. The expected outcome/product indicated in the stem is clear and explicit.		
<b>Overarching Comments</b>	<b>Yes/ No</b>	<b>If “No”, Explain or Describe</b>
1. The item is aligned to the standard.		
2. The item is rigorous.		
3. The item is fair.		
4. The item has one, unambiguous correct key.		
5. The distracters are all plausible/text based.		
6. The task within the item is meaningful and builds upon student comprehension.		
<b>Recommendation</b>	<b>Check One</b>	<b>Explain or Describe</b>
1. Accept		
2. Accept with Edits		Describe Edits:
3. Reject		Rationale:

## Review Criteria for Potential Grades 6-8 ELA Items

Item ID: Passage ID:	Item Reviewer:	Date:
Recommendation:		Standard:
<b>Recommendation</b>	<b>Check One</b>	<b>Explain or Describe</b>
1. Accept		
2. Accept with Edits		Describe Edits:
3. Reject		Rationale:
<b>Overarching Comments</b>	<b>Yes/No</b>	<b>If “No”, Explain or Describe</b>
1. The item is aligned to the standard.		
2. The item is rigorous.		
3. The item is fair.		
4. The item has one, unambiguous correct key.		
5. The distracters are all plausible/text based.		
6. The task within the item is meaningful and builds upon student comprehension.		
<b>Clarity</b>	<b>Yes/No</b>	<b>If “No”, Explain or Describe</b>
1. Vocabulary in stem is on grade level.		
2. Avoids technical terms unrelated to the content.		
3. Sentence complexity well within grade expectations.		
4. Avoids ambiguous or double-meaning words.		
5. Pronouns have clear referents.		
6. Item does not include copyrighted or trademarked references.		

7. Stem avoids irregularly spelled words.		
8. There are standards based reasons to violate Universal Design language principles (if violated).		
<b>Fairness/Bias</b>	<b>Yes/ No</b>	<b>If “No”, Explain or Describe</b>
1. The item is free of content that might offend or <u>typecast</u> a gender subgroup. Likewise, the item does not lead toward potentially offensive or stereotypical inference(s).		
2. The item is free of content that might offend or <u>typecast</u> an ethnic subgroup. Likewise, the item does not lead toward potentially offensive or stereotypical inference(s).		
3. The item is free of content that might unfairly advantage or disadvantage groups of students (ethnicity, gender, geographic location, SES level, etc.).		
<b>Item Measuring CCLS R.1</b>	<b>Yes/ No</b>	<b>If “No”, Explain or Describe</b>
1. The item requires students to identify evidence (quotes, details, or examples) to support a valid inference OR The item requires students to select a valid inference OR The item requires students to identify the best support for a valid inference OR The item requires students to select the best analysis of what a text says explicitly OR The item requires students to distinguish between invalid and valid support for an inference OR The item requires students to distinguish between valid and invalid inferences OR The item requires students to distinguish between valid and invalid		

analysis of what a text says explicitly.		
2. The item cannot be answered unless the student has read the text.		
3. The item stem <b>does not</b> reveal:  - textual evidence to support analysis of what the text says explicitly  - textual evidence to support analysis of inferences made from the text		
4. The text has sufficient details and examples to allow students to cite textual evidence to support their analysis of what the text says explicitly and inferences from the text.		
THE ITEM ALIGNS TO THIS STANDARD		
<b>Item Measuring CCLS R.2</b>	<b>Yes/ No</b>	<b>If “No”, Explain or Describe</b>
1. The item requires students to identify or summarize how a story’s central themes/ideas <b>develop</b>  OR The item requires students to analyze the development of the central themes/ideas.		
2. The item requires that students summarize/analyze the development of central themes/ideas using textual evidence (identify a quote, paragraph, section, etc.). Wording may include:  Which paragraph best characterizes the changing central theme; Which quote best explains how the central ideas develop; etc.		
3. The item stem <b>does not</b> reveal:  - the central themes/ideas  - how the central themes/ideas develop  *unless the theme is presented in the stem in order to ask the student to identify or explain a contrast		

4. The development of central themes/ideas required by item is apparent in the text (see passage review notes).		
5. The item requires students to comprehend the majority of the passage to answer the item correctly.		
THE ITEM ALIGNS TO THIS STANDARD		
<b>Item Measuring CCLS RL.3</b>	<b>Yes/ No</b>	<b>If “No”, Explain or Describe</b>
1. The item requires identification or analysis of the interaction between <u>developing</u> story elements (character(s), setting, events, ideas, and points).  - e.g. <b>how/why character changes due to events setting, or other characters; how an author demonstrated implicit characterization, etc.</b>		
2. The item requires that students characterize their understanding using textual evidence (identify a quote, paragraph, section, etc.).		
3. The item stem <b>does not</b> reveal:  - the interaction of elements  - the key change/development  * unless the interaction is identified in the stem to set up a question regarding the contrast		
4. The text supports the required analysis (see passage review notes)		
5. The item requires students to comprehend the majority of the passage to answer the item correctly.		
THE ITEM ALIGNS TO THIS STANDARD		
<b>Item Measuring CCLS RI.3</b>	<b>Yes/ No</b>	<b>If “No”, Explain or Describe</b>
1. The item requires students to analyze how an individual, event, or idea is		

presented in a text. (Grade 6)  OR The item requires an analysis of the interactions between individuals, events, and ideas in a text. (Grade 7)  OR The item requires analysis of how a text makes connections among and distinctions between individuals, ideas or events. (Grade 8)		
2. The item requires that students characterize their understanding using textual evidence (identify a quote, paragraph, section, etc.).		
3. The item stem <b>does not</b> reveal:  -the interaction of individuals/events/ideas  * unless the interaction is identified in the stem to set up a question regarding the contrast		
4. The text supports the required analysis (see passage review notes)		
5. The item requires students to comprehend the majority of the passage to answer the item correctly.		
THE ITEM ALIGNS TO THIS STANDARD		
<b>Item Measuring CCLS R.4</b>	<b>Yes/ No</b>	<b>If “No”, Explain or Describe</b>
1. The item requires students to determine connotative language.  OR Item requires that the student glean meaning of an above-grade-level or otherwise unfamiliar vocabulary word from context.  OR Item requires analysis of the impact of word choice and literary devices on the meaning, tone, or analysis developed in the text.		
2. The item requires that students use textual evidence (identify a quote, paragraph, section, etc.) to determine literary devices or explain the impact of		

said devices.		
3. The stem <b>does not</b> reveal: - the connotation or impact of the literary device		
4. The text supports the required analysis (see passage review notes).		
THE ITEM ALIGNS TO THIS STANDARD		
<b>Item Measuring CCLS R.5</b>	<b>Yes/ No</b>	<b>If “No”, Explain or Describe</b>
1. The item requires analysis of how a particular sentence, paragraph, chapter develops the overall structure, theme, setting, plot of the passage. (Grade 6)  OR The item asks students to identify or analyze how the form of a text contributes or builds meaning. (Grade 7) OR The item requires students to compare and contrast how the structure of two or more texts builds meaning and style. (Grade 8)  Informational: At Grade 8, items ask students to analyze the role of one sentence in developing a key idea in one complex paragraph.		
2. The item requires that the students use textual evidence (identify a quote, paragraph, section, etc.) to complete identification or analysis.		
3. The item stem <b>does not</b> reveal: -key analysis -key differences/similarities		
4. The text supports the required analysis (see passage review notes)		
THE ITEM ALIGNS TO THIS STANDARD		
<b>Item Measuring CCLS RL.6</b>	<b>Yes/ No</b>	<b>If “No”, Explain or Describe</b>
1. The item requires analysis of how an author uses specific techniques to distinguish the narrator’s point of view from those of the other characters and the audience.		

OR The item asks students to analyze how different points of view create effects such as suspense and irony. (Grade 8)		
2. The item requires that students use textual evidence (identify a quote, paragraph, section, etc.) to complete identification or analysis.		
3. The item stem <b>does not</b> reveal: -all necessary points of view -how the point of view is developed using a specific strategy -clues that would limit reliance on text		
4. The text supports the required analysis (see passage review notes)		
THE ITEM ALIGNS TO THIS STANDARD		
<b>Item Measuring CCLS RI.6</b>	<b>Yes/ No</b>	<b>If “No”, Explain or Describe</b>
1. The item requires identification of/analysis of the development of author’s point of view or purpose.  OR The item asks students to analyze how the author differentiates his or her point of view from other viewpoints. (Grade 7) OR The item asks students to analyze how the author responds to count point or conflicting evidence. (Grade 8)		
2. The item requires that the students use textual evidence (identify a quote, paragraph, section, etc.) to complete identification or analysis.		
3. The item stem <b>does not</b> reveal: -all necessary points of view, -how the point of view is developed -the purpose -clues that would limit reliance on text		
4. The text supports the required analysis (see passage review notes)		
THE ITEM ALIGNS TO THIS STANDARD		

Item Measuring CCLS RI.7	Yes/ No	If “No”, Explain or Describe
1. The item requires students to integrate illustration/visual stimuli/multimedia information to draw a more coherent analysis of text.		
2. The item requires that students use textual evidence (identify a quote, paragraph, section, etc.) to complete identification or analysis.		
3. The item stem <b>does not</b> : -rely on text or graphic alone -reveal key analysis		
4. The text supports the required analysis (see passage review notes).		
THE ITEM ALIGNS TO THIS STANDARD		
Item Measuring CCLS RI.8	Yes/ No	If “No”, Explain or Describe
1. The item asks students to differentiate between well-evidenced and unsubstantiated claims.  OR The item asks to evaluate the strength of claims based on the sufficiency of evidence and reasoning. (Grade 7) OR The item asks students to evaluate the argument, based on claims with relevant and substantiated evidence. (Grade 8) AND/OR Item asks students to identify when irrelevant evidence is introduced. (Grade 8)		
2. The item requires that the students use textual evidence (identify a quote, paragraph, section, etc.) to complete identification or analysis.		
3. The item stem <b>does not</b> reveal: -differences in claims -effective vs. ineffective claims -irrelevant evidence -clues that would limit reliance on text		
4. The text supports the required analysis (see passage review notes)		
THE ITEM ALIGNS TO THIS STANDARD		

Item Measuring CCLS RL.9	Yes/ No	If “No”, Explain or Describe
<p>1. The item requires analysis of relationships between various texts that address specific themes (as specified by grade level CCLS)</p> <p>Grade 6- Item compares and contrasts how different genres approach similar themes</p> <p>Grade 7- Item asks students to analyze how authors of fiction use or alter/take liberties with history/factual events by comparing and contrasting fictional and non-fictional passages covering similar times, places, or characters. (Paired Passage)</p> <p>Grade 8- Item asks students to analyze how works of fiction build off, or reinterpret themes, patterns or events from meaningful cultural texts (myths, legends, etc.)</p>		
<p>2. The item requires that students use textual evidence (identify a quote, paragraph, section, etc.) to identify meaningful relationships.</p>		
<p>3. The item stem <b>does not</b>:</p> <ul style="list-style-type: none"> <li>-key details</li> <li>-fundamental relationships</li> <li>-the point of view in either text</li> </ul>		
<p>4. The texts support the level of analysis required by standard (see passage review notes)</p>		
THE ITEM ALIGNS TO THIS STANDARD		
Item Measuring CCLS RI.9	Yes/ No	If “No”, Explain or Describe
<p>1. The item asks to compare and contrast one author’s presentation of a subject against another’s.</p> <p>And, in grade 7, item focuses on the emphasis of different information or interpretation of facts.</p> <p>Or, in grade 8, item asks students to identify where texts disagree on matters of fact <b>and</b> interpretation.</p>		

2. The item requires that the students use textual evidence (identify a quote, paragraph, section, etc.) to identify and evidence meaningful relationships.		
3. The item stem <b>does not</b> : -interpretations -statement of presentation -similarities or differences		
4. The texts support the level of analysis required by standard (see passage review notes)		
THE ITEM ALIGNS TO THIS STANDARD		
<b>Item Measuring CCLS L.4</b>	<b>Yes/ No</b>	<b>If “No”, Explain or Describe</b>
1. The item requires students to determine the meaning of unknown or multiple meaning words and phrases.		
2. The item requires that the students determine meaning through the use of context clues, affixes, root words, or reference materials.		
THE ITEM ALIGNS TO THIS STANDARD		
<b>Item Measuring CCLS L.5</b>	<b>Yes/ No</b>	<b>If “No”, Explain or Describe</b>
1. The item requires students to demonstrate understanding of figurative language, word relationships, and nuances in word meanings.  OR The item requires interpretation of figures of speech {e.g. personification (grade 6), literary, biblical, and mythological allusions (grade 7), verbal irony and puns (grade8)} OR The item requires the use of word relationships to determine the meanings of words. OR The item requires student to distinguish between connotations and denotations of words		
2. The item can be answered using text		

based clues, context clues.		
THE ITEM ALIGNS TO THIS STANDARD		
<b>Multiple-Choice Items</b>	<b>Yes/ No</b>	<b>If “No”, Explain or Describe</b>
1. The stem uses vocabulary that is synonymous with the language of the standard, but is age and grade appropriate.		Not a necessary, but good to know.
2. The stem uses clear and concise language.		
3. The stem poses an actual problem.		
4. The stem requires a multi-step process (e.g. Identify theme in head, then locate supporting evidence).		
5. There is one correct, unambiguous key.		
6. There is a rationale for the correct response that is aligned to the language of the Standard. <i>If “no”, explain.</i>		
7. Are distracters all plausible/text based? <i>If “no”, explain.</i>		
8. The item requires comprehension of the major portions of the text, including vocabulary items.		
<b>2 pt Constructed Response</b>	<b>Yes/ No</b>	<b>If “No”, Explain or Describe</b>
1. The stem asks students to make a clear statement that can be supported with two independent text-based pieces of evidence.		
2. The stem asks a meaningful question.		
3. The stem asks a question that will produce a clear and predictable response that is scorable using the 2 pt rubric.		
4. The stem will require the students to		

return to the text, either physically or mentally, in order to provide evidence that supports their statement.		
5. The question posed by the item is answerable in three sentences (or less).		
<b>4 pt Constructed Response</b>	<b>Yes/ No</b>	<b>If “No”, Explain or Describe</b>
1. The stem asks students to respond to a true, meaningful question.		<b>If no, explain why it represents a meaningful prompt:</b>
2. The question posed in the stem requires students to complete analysis consistent with grade level, aligned reading standards. (See above)		
3. The question posed in the stem requires meaningful analysis of one text, or a rigorous comparison of paired texts (depending on purpose of the item).		
4. The stem provides adequate framing so that students can produce an essay or coherent long-form response.		
5. The stem signals the depth of response necessary to score using the rubric.		
6. The question and desired analysis can be supported by the texts provided.		
7. The item is robust enough to allow for a simplistic reading of the texts AND yet also signals room for a complex analysis/comprehension.		
8. The expected outcome/product indicated in the stem is clear and explicit.		

## Attachment K1: Draft Enhanced Review Criteria for Potential Grade 6 ELA Items

Item ID: Passage ID:	Item Reviewer:	Date:
Standard:	Performance Level Target:	
<b>Overarching Criteria</b>	<b>Yes/ No</b>	<b>If “No”, Explain or Describe</b>
1. The item measures the standard		
2. The item is fair		
3. The item is of sufficiently-quality		
4. The item poses a question worth asking		
5. The item meets requirements given item type		
<b>If yes to 1-5:- Accept</b> <b>If No to any or criteria 1-5: Accept w/ edits or Reject</b>		
6. Accept		
7. Accept with Edits		Describe Edits and rationale for changing rating:
8. Reject		Rationale:
<b>The item measures the standard</b>	<b>Yes/ No</b>	<b>If “No”, Explain or Describe</b>
1. The question clearly addresses the standard as it is interpreted in the Standards Interpretation document		
2. The question clearly requires depth of analyses, knowledge, skills and proficiencies described by the PL the item is intended to hit		
3. The question clearly requires grade level knowledge, skills, proficiencies (inferences) and does not call on ksps at higher grade-levels		

4. The stem does not reveal analysis of text called for by the standards interpretation document given the targeted performance level		
5. The text unequivocally supports the required analysis		

**IF YES TO EACH THEN THE ITEM MEASURES THE STANDARD**

Check the appropriate box below and transfer finding to first page

Measures Std.		Does Not Measure Standard	
---------------	--	---------------------------	--

If item does not measure std, why?  
 If item does not measure std but can be easily made acceptable, how?

<b>The item is fair</b>	<b>Yes/ No</b>	<b>If “No”, Explain or Describe</b>
1. The item is free of content that might offend or <u>typecast</u> (gender, ethnicity, etc.)		
2. The item does not lead toward potentially offensive or stereotypical inference(s).		
3. The item does not lead toward potentially offensive or stereotypical inference(s).		
4. The item is free of content that might unfairly advantage or disadvantage groups of students (ethnicity, gender, geographic location, SES level, etc.).		
5. The item does not force students to take viewpoints they may disagree with		
6. The items conforms to expectations set forth by Universal Design Principal		

**IF YES TO EACH THEN THE ITEM IS FAIR**

Check the appropriate box below and transfer finding to first page

The item is fair		The item is not fair	
------------------	--	----------------------	--

If item is not fair, why?  
 If item is not fair but can be easily made acceptable, how?

<b>The item is of sufficient quality</b>	<b>Yes/ No</b>	<b>If “No”, Explain or Describe</b>
1. Vocabulary in stem is on grade level.		
2. Avoids technical terms unrelated to the content.		
3. Sentence complexity well within grade expectations.		
4. Avoids ambiguous or double-meaning words.		
5. Item does not include copyrighted or trademarked references.		
6. Stem avoids irregularly spelled words.		
7. The item conforms to SED style requirements		
8. There are standards based reasons to violate Universal Design principles (if violated).		
<b>IF YES TO EACH THEN THE ITEM IS OF SUFFICIENT QUALITY</b>		
Check the appropriate box below and transfer finding to first page		
The item is fair		The item is not fair
If item is not of sufficient quality, why? If item is not of sufficient quality but can be easily made acceptable, how?		
<b>The item poses a question worth asking</b>	<b>Yes/ No</b>	<b>If “No”, Explain or Describe</b>
1. Answering the question reveals something of value to comprehension		
2. The question avoids minutia or trivial aspects of the text		
3. The question requires consideration of the whole or meaningful parts of the text		

<b>IF YES TO EACH THEN THE ITEM POSES A QUESTION WORTH ASKING</b>			
Check the appropriate box below and transfer finding to first page			
The item poses a question worth asking	<input type="checkbox"/>	The item poses a question not worth asking	<input type="checkbox"/>
If item does not pose a question worth asking, why? If item does not pose a question worth asking but can be easily made acceptable, how?			
<b>The item meets expectations for MCQs</b>	<b>Yes/No</b>	<b>Explain or Describe</b>	
1. The item clearly measures the standard as defined by the Standards Interpretation Document	<input type="checkbox"/>		
2. The item has one, unambiguous key	<input type="checkbox"/>		
The key is the only correct answer because (explain): Distractor 1 is wrong because (explain): Distractor 2 is wrong because (explain): Distractor 3 is wrong because (explain):			
3. The distractors are plausible/text based	<input type="checkbox"/>		
4. The stem does not reveal an analysis required by the targeted PL	<input type="checkbox"/>		
5. The item requires that the students negotiate textual evidence (identify/refer to a quote, paragraph, section, etc.) to complete identification or analysis.	<input type="checkbox"/>		
6. The analyses do not suggest that single way of understanding the text, unless unequivocally true.	<input type="checkbox"/>		
7. There is an actual question in the item	<input type="checkbox"/>		
<b>IF YES TO EACH THEN THE ITEM MEETS EXPECTATIONS FOR MCQS</b>			
Check the appropriate box below and transfer finding to first page			
The item meets expectations for MCQs	<input type="checkbox"/>	The item does not meet expectations for MCQs	<input type="checkbox"/>
If item does not meet expectations for MCQs, why? If item does not meet expectations for MCQs but can be easily made acceptable, how?			

The item meets expectations for 2 pt Constructed-Response Questions	Yes/ No	Explain or Describe	
1. The item clearly measures the <u>standard</u>			
2. The stem asks students to make a clear inference. An inference is not a rote description of what the text explicitly says, rather a claim, opinion, observation, or other as required by the standard			
3. Multiple possible inferences can be made and supported (there are no single, correct responses)			
4. The inferences asked for can be supported with two independent text-based pieces of evidence.			
5. The stem asks a question that will produce a clear and predictable response that is scorable using the 2 pt rubric.			
6. The question posed by the item is answerable in three sentences (or less)			
<b>IF YES TO EACH THEN THE ITEM MEETS EXPECTATIONS FOR 2 pt CRs</b> Check the appropriate box below and transfer finding to first page			
The item meets expectations for 2 pt CRs		The item does not meet expectations for 2p CRS	
If item does not meet expectations for 2 pt CRs, why? If item does not meet expectations for 2 pt CRs but can be easily made acceptable, how?			
The item meets expectations for 4 pt Constructed-Response Single Passage Questions	Yes/ No	Explain or Describe	
1. The stem asks students to respond to a true, meaningful question about a characters change reveals a theme or central idea of the text			

2. The question posed in the stem requires students to complete analyses consistent with grade level expectations		
3. The stem provides adequate framing so that students can produce an essay or coherent long-form response.		
4. The question and desired analyses can be supported by the text provided.		
5. The item is robust enough to allow for a simplistic reading of the text AND yet also signals room for a complex analysis/comprehension.		
6. The expected outcome/product indicated in the stem is clear and explicit.		

**IF YES TO EACH THEN THE ITEM MEETS EXPECTATIONS FOR 4 pt CR (S)**

Check the appropriate box below and transfer finding to first page

The item meets expectations for 4 pt CR		The item does not meet expectations for 4p CR	
---	--	---	--

If item does not meet expectations for 4 pt CRs, why?

If item does not meet expectations for 4 pt CRs but can be easily made acceptable, how?

<b>The item meets expectations for 4 pt Constructed-Response Paired Passage Questions</b>	<b>Yes/No</b>	<b>If “No”, Explain or Describe</b>
1. The stem asks students to evaluate two arguments, tracing their development, two determine which one is more effective.		
2. The question posed in the stem requires students to complete analyses consistent with grade level expectations		
3. The stem provides adequate framing so that students can produce an essay or coherent long-form response.		
4. The question and desired analyses can be supported by the texts		

provided.		
5. The item is robust enough to allow for a simplistic reading of the texts AND yet also signals room for a complex analysis/comprehension.		
6. The expected outcome/product indicated in the stem is clear and explicit.		
<b>IF YES TO EACH THEN THE ITEM MEETS EXPECTATIONS FOR 4 pt CR (P)</b>		
Check the appropriate box below and transfer finding to first page		
The item meets expectations for 4 pt CR (P)		The item does not meet expectations for 4 pt CR (P)
If item does not meet expectations for 4 pt CRs, why? If item does not meet expectations for 4 pt CRs but can be easily made acceptable, how?		

## Attachment L Review Criteria for Potential Grades 3-8 Math Items

Item ID: 154070008	Item Reviewer:	Date: 10/4/13
Recommendation:	Aligned Standards: 7.RP.2a, 7.NS.2c	MRs: Pi, C2d

Clarity	Yes/No	If “No”, Explain or Describe
1. Item uses the simplest terms possible to convey information.	Yes	
2. Vocabulary is grade level.	Yes	
3. Avoids technical terms unrelated to the content.	Yes	
4. Avoids ambiguous or double-meaning words.	Yes	
5. Pronouns have clear referents.	Yes	
6. Item can be transcribed into Braille.	Yes	
7. Item does not include copyrighted or trademarked references.	Yes	
8. Item avoids irregularly spelled words.	Yes	
9. There are standards based reasons to violate UD language principles.	NA	
Fairness/Bias	Yes/No	If “No”, Explain or Describe
1. The item is free of content that might offend or typecast based on gender.	Yes	
2. The item is free of content that might offend or typecast an ethnic subgroup.	Yes	
3. The item is free of content that might unfairly advantage or disadvantage groups of students (ethnicity, gender, geographic location, ability, SES level, etc.).	Yes	
Math Art	Yes/No	If “No”, Explain or Describe
1. The picture clearly relates to item.	NA	
2. The details in picture accurately portray numbers/concepts	NA	

contained in text.		
3. The picture does not imply inaccuracies or false interpretations.	NA	
4. Graphics are clear (symbols are highly distinguished, free from clutter, reasonable scale, etc.).	NA	
5. Visual Load Requirements are reasonable (interpreting graphic does not confuse underlying construct).	NA	
<b>Primary Standard Measured</b>		<b>List Secondary/Tertiary Standards</b>
7.RP.2a		7.NS.2c
<b>Focus of Measurement</b>	<b>Yes/No</b>	<b>Explain or Describe</b>
1. The Stem uses language from the actual standard(s) or the alignment is easily discernible based on the content of the item. <i>If "no", explain.</i>	Yes	
2. The item requires students to show understanding of aspects of the assigned standard(s).	Yes	Which aspects? Decide whether two quantities are in a proportional relationship. Apply properties of operations as strategies to multiply and divide rational numbers.
3. The item does not require students to attend to all aspects of the standard(s).	No	Which aspects are not attended to?
4. The item could be answered correctly without using the skills/concepts referenced in the standard(s). <i>If "yes", explain.</i>	No	
5. The item requires the student to access skills referenced in the primary standard and also the secondary and additional standards.	Yes	Which standards and why? The student must decide whether two quantities are in a proportional relationship by applying properties of operations as strategies to multiply and divide rational numbers.
6. The item forces students to show understanding of the skills referenced in standard(s).	Yes	How? Student will decide whether two quantities are in a proportional relationship by applying properties of operations as strategies to multiply and divide rational numbers.
7. The item includes non-standard numbers (e.g., Students are asked to solve questions using	Yes	Student must understand and manipulate fractions and decimals to solve the problem.

non-whole numbers).		
<b>Primary MR: Pi</b>	<b>EXPLAIN</b>	
8. The item is aligned to the correct primary Multiple Representation.	Yes — Pi. Incorporate new information introduced in stem to information given in accompanying table, graph, or picture.	
9. The item is aligned to the correct secondary/additional Multiple Representation.	Yes — C2d. Discern and articulate patterns represented numerically, graphically, or with symbols.	
<b>Application/Modeling Items</b>	<b>Yes/No/NA</b>	<b>Explain or Describe</b>
1. The item is measures a standard that requires modeling/application.	NA	
1a. If yes, the language of the item does not obscure the math concept	NA	
1b. If yes, the item presents the math concept in a manner consistent with underlying rationale for application	NA	Explain the rationale for application and how item is aligned to rationale
2. Standard does not call for modeling/application, but there is a compelling reason for it to be represented as such.	NA	
3. Modeling/Application scenario is realistic (the situation is one that a reasonable person would encounter in everyday life, no stretching velvet ropes or weighing kittens in milligrams).	NA	Explain context and why it's appropriate
4. Figures/Numbers/Concepts used in modeling/application are realistic (e.g., downloads cost 99¢, the side of a house isn't 3x-32 long).	NA	
5. The item requires conversions of unit.	NA	
5a. If yes, conversion tables include necessary figures.	NA	
6. Modeling scenario is presented in the most simplistic manner possible.	NA	
7. Modeling/Application scenario does not assume outside	NA	

knowledge (e.g. approximate weight of paper)		
8. Modeling/Application scenario provides all necessary information for student to apply math concepts.	NA	
9. Item does not indicate correct math strategy; instead, student must choose which to apply.	NA	
<b>Mathematic Correctness (MCQs)</b>	<b>Yes/No/NA</b>	<b>Explain or Describe</b>
1. The stem references a central math concept.	Yes	Stem references how to decide whether two quantities are in a proportional relationship.
2. The math presented in stem is clear. <i>If "no", explain.</i>	Yes	
3. The math presented in stem is conceptually correct. <i>If "no", explain.</i>	Yes	
4. The problem can be solved with multiple strategies.	Yes	
4a. If yes, does each strategy yield the same answer? Solve without answer choices.	Yes	
5. There is a rationale for the correct response that is aligned to the language of the Standard. <i>If "no", explain.</i>	Yes	
6. Answer Choice A is plausible? <i>Why?</i>	Yes	Common student misconception.
7. Answer Choice B is plausible? <i>Why?</i>	Yes	Common student misconception.
8. Answer Choice C is plausible? <i>Why?</i>	Yes	Common student misconception.
9. Answer Choice D is plausible? <i>Why?</i>	Key	Correct Answer.

<b>2 pt Constructed Response</b>	<b>Yes/No</b>	<b>Explain or Describe</b>
1. The item involves multi-step processes. <i>If "no", explain.</i>	NA	
2. The item requires students to show work. <i>If "no", explain.</i>	NA	
3. Work referenced in item is not trivial (i.e., If work was not shown, it would be likely that mistakes would be made). <i>If "no", explain.</i>	NA	
4. The item assesses more than computation.	NA	
5. The item asks students to explain a concept.	NA	
6. If students are asked to describe what they did, clear direction is given as to what they should describe (the theory, the rationale for the answer, the reason a strategy is wrong, etc.) <i>If "no", explain.</i>	NA	
<b>3 pt Constructed Response</b>	<b>Yes/No</b>	<b>Explain or Describe</b>
1. The item involves multi-step processes. <i>If "no", explain.</i>	NA	
2. The item requires students to show work. <i>If "no", explain.</i>	NA	
3. The item is presented in a manner consistent with the Application MRs. <i>If "no", explain.</i>	NA	Explain which one, and how it is realized
4. The item involves students making conjectures.	NA	
5. The item could be solved using alternative strategies.	NA	

6. The item could have more than one correct answer. <i>If "yes", explain.</i>	NA	
7. The item requires students to make an inference based on use of math concepts.	NA	
8. The outcome/product of a three point item is explicit.	NA	
<b>Overarching Comments</b>	<b>Yes/No</b>	<b>If "No", Explain or Describe</b>
1. The Item is aligned to the standard.	Yes	
2. The Item is rigorous.	Yes	
3. The Item is fair.	Yes	
4. The Item is mathematically correct.	Yes	
5. The distracters are all plausible	Yes	
6. Item is coded correctly for MR	Yes	
<b>Overarching Comments</b>	<b>Yes/No</b>	<b>Explain or Describe</b>
1. Accept		
2. Accept with Edits		Describe Edits:
3. Reject		Rationale:

## Attachment M: Draft Enhanced Internal Blueprint for Grade 6 ELA

Grade 6 ELA					
	Passage Type	Qualitative Passage Complexity	Standard Coverage		Target PLs
Book 1	Literary non-fiction	Moderately Complex	RI2	1-2	<i>Across Book 1 and 2</i>  <i>Informational</i> PL1- 3-5 PL2- 5-7 PL3- 6-8 PL4- 4-6  <i>Literary</i> PL1- 3-5 PL2- 6-8 PL3- 5-7 PL4- 3-5
			RI3	1-2	
			RI4	1-3	
			RI5	0-1	
			RI6	0-1	
			L4	0-1	
	Fiction	Readily Accessible to Moderately Complex	RL2	1-2	
			RL3	1-3	
			RL4	2-3	
			RL5	0-1	
			RL6	0-1	
			L4	1-2	
	Fiction	Moderately Complex	RL2	1-3	
			RL3	1-3	
			RL4	2-3	
			RL5	1	
			RL6	0-1	
			L4	1-2	
	Expository with graphic	Moderately Complex to Very Complex	RI2	1-2	
			RI3	1-2	
RI4			1-2		
RI5			0-1		
RI6			1		
RI7			1-2		
L4			0-1		
RL2			1-2		
RL3			1-3		
Fiction			Readily Accessible to Moderately Complex	RL4	1-2
				RL5	0-1
				RL6	0-1
	L4	1-2			
	RI2	1-2			
	RI3	1-2			
Book 2	Argumentative with Chart	Moderately Complex	RI4	1-2	
			RI5	0-1	
			RI6	1	
			RI7	1-2	
			L4	0-1	

Grade 6 ELA				
	Passage Type	Qualitative Passage Complexity	Standard Coverage	Target PLs
Book 2 CR	Argumentative or Expository with Chart	Readily-accessible to Moderately Complex	Two, 2 pt CRs RI6: 0-1 RI7: 0-1 RI8: 0-1	Defined By Rubric
	Literary	Moderately Complex	One, 2 pt CR RL 2: 0-1 RL 3: 0-1 RL 4: 0-1 RL 5: 0-1 RL 6: 0-1	
			One, 4 pt CR RL2/RL3: 1	
Book 3	Literary	Moderately Complex	Two, 2 pt CR RL 2: 0-1 RL 3: 0-1 RL 4: 0-1 RL 5: 1 RL 6: 0-1	Defined By Rubric
	Paired Argumentative Texts	1 Readily Accessible to Moderately Complex 1 Moderately complex to Very Complex	Three, 2 pt CRs RI2: 1-2 RI3: 0-1 RI4: 0-1	
			One, 4 pt CR RI8/RI9 (RI5): 1	

## Attachment N: - Minimum Technical Requirements for Computer Devices to be Used by Schools for CBT

At the time of the development of this RFP, the minimum device specifications for New York State schools are provided below. The vendor shall ensure the test administration and test delivery platforms are compatible with the existing computers and infrastructure likely to be available in New York State's schools.

<b>Minimum Device Specifications for Desktop, Laptop, Netbook, and Thin Client/VDI Computers</b>	
<b>Operating System</b>	<b>Minimum Specifications</b>
<b>Windows</b>	Windows XP or newer
<b>Mac OS</b>	Mac OS X 10.5 or newer
<b>Linux</b>	Linux: Ubuntu 9, Fedora 6 or newer
<b>Chrome OS</b>	Chrome OS 19 or newer
<b>Memory</b>	512 MB RAM or greater
<b>Connectivity</b>	Wired or wireless
<b>Screen Size</b>	9.5 inch screen size or larger
<b>Screen Resolution</b>	1024 x 768 resolution or higher
<b>Input Device Requirements</b>	Keyboard Mouse or Touchpad or Touchscreen
<b>Headphone/Earphone and Microphone Requirements</b>	Headphones/Earphones Microphone
<b>Additional Guidance</b>	Each computer operating in a thin client environment must meet or exceed minimum hardware specifications, as well as bandwidth and security requirements.
<b>Minimum Device Specifications for Tablets</b>	
<b>Operating System</b>	<b>Minimum Specifications</b>
<b>Android</b>	Android 4.0 or newer (with 512 MB RAM or greater)
<b>Apple iOS</b>	iPad 2 or newer running iOS 6 or newer (with 512 MB RAM or greater)
<b>Windows</b>	Windows 8 or newer (with 512 MB RAM or greater)
<b>Memory</b>	By operating system
<b>Connectivity</b>	Wired or wireless
<b>Screen Size</b>	9.5 inch screen size or larger
<b>Screen Resolution</b>	1024 x 768 resolution or higher
<b>Input Device Requirements</b>	Keyboard Touchscreen or Mouse
<b>Headphone/Earphone and Microphone Requirements</b>	Headphones/Earphones Microphone
<b>Additional Guidance</b>	Due to the onscreen space occupied by a tablet's virtual keyboard, external keyboards should be provided for test takers using tablets so as not to limit or obscure the view of test item content and related functionalities when text input is required.

## 6.) PROPOSAL SUBMISSION DOCUMENT PACKAGES A - E

**RESPONSE TO  
REQUEST FOR PROPOSAL #15-008  
NEW YORK STATE EDUCATION DEPARTMENT**

**Title: Continuing the Development of State Assessments in Elementary-and Intermediate-Level English Language Arts (ELA) and Mathematics Measuring the Common Core State Standards**

To respond to the RFP, which is noted above, you must complete all the documents that are contained in each package, signing each individual document as required. Attach any other pertinent information that responds to the information requested in the RFP and mail the documents to ensure the documents are received by the due date that is stated on the cover of the RFP:

Submit each of the following submission document packages in separately sealed envelopes:

Proposal Submission Document Packages A-E	Number of copies
<b>A. Submission Documents labeled: Submission Documents - RFP #15-008 Do Not Open</b>	Two copies (one signed original)
<b>B. Technical Proposal labeled: Technical Proposal - RFP #15-008 Do Not Open</b>	Eight copies (one signed original)
<b>C. Cost Proposal labeled Cost Proposal: – RFP #15-008 Do Not Open</b>	Three copies (one signed original)
<b>D. M/WBE Documents labeled: M/WBE Documents—RFP #15-008 Do Not Open</b>	Three copies per component (one signed original)
<b>E. CD-ROM containing technical/ cost proposal, M/WBE and Submission Documents labeled: CD-ROM– RFP #15-008 Do Not Open</b>	Two copies

To:

**NYS Education Department  
Bureau of Fiscal Management  
Contract Administration Unit  
Attn: Jessica Hartjen, RFP #15-008  
89 Washington Avenue, Room 503W EB  
Albany, NY 12234**

## PACKAGE A. - SUBMISSION DOCUMENTS

All bidders must complete the checklist presented below and submit the following forms and required Narrative Information in the order listed in the checklist.

<u>1. APPLICATION CHECK LIST RFP #15-008</u>		Included
1.	This checklist	<input type="checkbox"/>
2.	Response Sheet to Bids	<input type="checkbox"/>
3.	Non-collusion Certification	<input type="checkbox"/>
4.	MacBride Certification	<input type="checkbox"/>
5.	Certification-Omnibus Procurement Act of 1992	<input type="checkbox"/>
6.	Certifications Regarding Lobbying; Debarment and Suspension; and Drug-Free Workplace Requirements	<input type="checkbox"/>
7.	Offerer Disclosure of Prior Non-Responsibility Determinations	<input type="checkbox"/>
8.	Iran Divestment Act Certification	<input type="checkbox"/>
9.	NYSED Substitute Form W-9 (If bidder is not yet registered in the SFS centralized vendor file. If registered, insert NYS Vendor ID in "Response Sheet for Bids" Check <input type="checkbox"/> if not applicable)	<input type="checkbox"/>
10.	Vendor Responsibility Questionnaire ( <input type="checkbox"/> Paper submission <input type="checkbox"/> Electronic filing <input type="checkbox"/> Not applicable)	<input type="checkbox"/>
11.	Request for Exemption from Disclosure Pursuant to the Freedom of Information Law	<input type="checkbox"/>
<b>While the following forms are not required until notification of selection is made, bidders are <u>strongly encouraged</u> to submit the following forms with their proposal</b>		
<i>Sales and Compensating Use Tax Documentation</i> ST-220 CA: <a href="http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf">http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf</a> ST-220 TD: <a href="http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf">http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf</a>		
12.	<b>ST-220 CA</b> , Sales and Compensating Use Tax Certification	<input type="checkbox"/>
<i>Worker's Compensation Documentation</i> <a href="http://www.wcb.ny.gov/content/main/Employers/busPermits.jsp">http://www.wcb.ny.gov/content/main/Employers/busPermits.jsp</a> .		
13.	<b>Form C-105.2</b> – Certificate of Workers' Compensation Insurance issued by private insurance carriers, or <b>Form U-26.3</b> issued by the State Insurance Fund; OR	<input type="checkbox"/>
14.	<b>Form SI-12</b> – Certificate of Workers' Compensation Self-Insurance; or <b>Form GSI-105.2</b> Certificate of Participation in Workers' Compensation Group Self-Insurance; OR	<input type="checkbox"/>
15.	<b>CE-200</b> Certificate of Attestation for New York Entities with No Employees and certain out of State Entities, that New York State Worker's compensation and/or Disability Benefits Insurance is not required.	<input type="checkbox"/>
<i>Disability Benefits Coverage</i> <a href="http://www.wcb.ny.gov/content/main/Employers/busPermits.jsp">http://www.wcb.ny.gov/content/main/Employers/busPermits.jsp</a> .		
16.	<b>Form DB-120.1</b> - Certificate of Disability Benefits Insurance; OR	<input type="checkbox"/>
17.	<b>Form DB-155</b> - Certificate of Disability Benefits Self-Insurance; OR	<input type="checkbox"/>
18.	<b>CE-200</b> – Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage.	<input type="checkbox"/>
<i>Consultant Disclosure Reporting</i> <a href="http://www.osc.state.ny.us/procurement/contractor_instr_forms_a_b.doc">http://www.osc.state.ny.us/procurement/contractor_instr_forms_a_b.doc</a>		
19.	<b>Form A</b>	<input type="checkbox"/>

**PACKAGE B. - TECHNICAL PROPOSAL PACKAGE**

	<b>Requirement</b>	<b>Included</b>
1.	Technical Proposal – Component 1	<input type="checkbox"/>
2.	Technical Proposal – Component 2	<input type="checkbox"/>
3.	Mandatory Requirements Certification, Signature Required.	<input type="checkbox"/>
4.	Resumes	<input type="checkbox"/>
5.	References	<input type="checkbox"/>

**PACKAGE C. - COST PROPOSAL PACKAGE (SIGNATURE REQUIRED)**

	<b>Requirement</b>	<b>Included</b>
1.	Annual Schedule of Deliverables – Component 1	<input type="checkbox"/>
2.	Budget Summary – Component 1	<input type="checkbox"/>
3.	Subcontracting Form – Component 1	<input type="checkbox"/>
4.	M/WBE Subcontracting/Supplier Form – Component 1	<input type="checkbox"/>
5.	Annual Schedule of Deliverables – Component 2	<input type="checkbox"/>
6.	Budget Summary – Component 2	<input type="checkbox"/>
7.	Subcontracting Form – Component 2	<input type="checkbox"/>
8.	M/WBE Subcontracting/Supplier Form – Component 2	<input type="checkbox"/>

**PACKAGE D. - M/WBE DOCUMENTS PACKAGE (SIGNATURES REQUIRED)**

Component 1:  Full Participation  Request Partial Waiver  Request Total Waiver

Component 2:  Full Participation  Request Partial Waiver  Request Total Waiver

Type of Form	<b>Forms Required</b>		
	Full Participation	Request Partial Waiver	Request Total Waiver
<b>1. M/WBE Cover Letter</b> – Component 1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>2. M/WBE 100</b> Utilization Plan – Component 1	<input type="checkbox"/>	<input type="checkbox"/>	N/A
<b>3. M/WBE 102</b> Notice of Intent to Participate – Component 1	<input type="checkbox"/>	<input type="checkbox"/>	N/A
<b>4. EEO 100</b> Staffing Plan and Instructions – Component 1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>5. M/WBE 105</b> Contractor’s Good Faith Efforts – Component 1	N/A	<input type="checkbox"/>	<input type="checkbox"/>
<b>6. M/WBE 101</b> Request for Waiver Form and	N/A	<input type="checkbox"/>	<input type="checkbox"/>

Instructions – Component 1			
1. <b>M/WBE Cover Letter</b> – Component 2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. <b>M/WBE 100</b> Utilization Plan – Component 2	<input type="checkbox"/>	<input type="checkbox"/>	N/A
3. <b>M/WBE 102</b> Notice of Intent to Participate – Component 2	<input type="checkbox"/>	<input type="checkbox"/>	N/A
4. <b>EEO 100</b> Staffing Plan and Instructions – Component 2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. <b>M/WBE 105</b> Contractor’s Good Faith Efforts – Component 2	N/A	<input type="checkbox"/>	<input type="checkbox"/>
6. <b>M/WBE 101</b> Request for Waiver Form and Instructions – Component 2	N/A	<input type="checkbox"/>	<input type="checkbox"/>

PACKAGE E. - CD ROM

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

**2. RESPONSE SHEET TO BIDS**

**Please complete the bidder section on this sheet even if you choose not to bid.** Read the detailed specifications, terms, and conditions, and submit this form along with your completed bid form and supporting materials.

**Agency and Bid-Delivery Information**

Bids may not be faxed. To ensure the confidentiality of your bid before the bid opening, enclose your bid within an envelope labeled

**Bid Proposal #15-008  
DO NOT OPEN**

Place this sealed envelope within another envelope labeled with the delivery information.

**Bidder Information—Please Complete This Section**

Please complete the following even if you are choosing not to bid; responses must be legible. By signing, you indicate your express authority to sign on behalf of yourself, or your company or other entity and full knowledge and acceptance of the terms and conditions of the bid. You also affirm that you understand and agree to comply with the procedures of the NYSED relative to permissible contacts as required by State Finance Law §XX9-j (3) and §XX9-j (6) (b).

<b><u>Name of Company Bidding</u></b>	<b><u>Employer's Federal Tax ID Number</u></b>
	<b><u>NYS Vendor ID</u></b>
<b>Address</b> <i>Street</i> <i>City</i> <i>State</i> <i>Zip Code</i>	

**Check one of the following:**

- I certify that my organization has filed its Vendor Responsibility Questionnaire online via the New York State VendRep System and that the current questionnaire was certified within the past six months.
- I am including a completed paper copy of the Vendor Responsibility Questionnaire with the bid proposal.
- My entity is exempt based on the OSC listing.
- My proposal is less than \$100,000, therefore a questionnaire is not required.
- Other, explanation: \_\_\_\_\_

**I am not submitting a bid.** (Please complete and submit this sheet only; in addition, please indicate why you have chosen not to bid.) \_\_\_\_\_

<b>Bidder's Signature</b>	<i>Date</i>	<i>E-mail</i>
	<i>Phone</i>	<i>Fax</i>

**Print Name as Signed and Title**

The New York State Education Department reserves the right to request any additional information deemed necessary to properly review bids.

**NON-COLLUSION BIDDING CERTIFICATION**

In accordance with Section XX9-d of the State Finance Law and paragraph 7 of Appendix A (Standard Clauses for NYS Contracts), the bidder hereby affirms, under penalty of perjury:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

**A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FORGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:**

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

Subscribed to under penalty of perjury under the laws of the State of New York, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ as the act and deed of said corporation or partnership.

The person signing on behalf of the bidder further affirms that he/she is authorized and responsible for signing this certificate.

**Identifying Data**

Name of Potential Contractor \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, zip code \_\_\_\_\_

Telephone \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

Joint or combined bids by companies or firms must be certified on behalf of each participant.

\_\_\_\_\_  
Legal name of person, firm or corporation

\_\_\_\_\_  
Legal name of person, firm or corporation

By \_\_\_\_\_  
Name

\_\_\_\_\_  
Name

Title \_\_\_\_\_

\_\_\_\_\_

Street Address \_\_\_\_\_

\_\_\_\_\_





4. CERTIFICATION – OMNIBUS PROCUREMENT ACT OF 1992

The Omnibus Procurement Act of 1992 requires that by signing this RFP/bid proposal, contractors certify that whenever the total bid amount is greater than \$1 million:

1. The contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors on this project, and has retained the documentation of these efforts to be provided upon request to the State;
2. The contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
3. 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;
4. The contractor acknowledges notice that New York 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.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

## Required Assurances

### 5. CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

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#### 1. LOBBYING

As required by Section XX52, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

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#### 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions,

as defined at 34 CFR Part 85, Sections 85.105 and 85.110--

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or

State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

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#### 3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 -

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants Policy and Oversight Professional, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs

(a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, and zip code)

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Check [ ] if there are workplaces on file that are not identified here.

### **DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.610-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Policy and Oversight Professional, Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications. The applicant will provide immediate written notice to the NYSED Contract Administration Unit if at any time the applicant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

NAME OF APPLICANT NAME	PR/AWARD NUMBER AND /OR PROJECT
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

Instructions: The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract. It shall be submitted to the State Education Department.

**6. OFFERER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS**

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name and Title of Person Submitting this Form: \_\_\_\_\_

\_\_\_\_\_

Contract RFP Number: \_\_\_\_\_

Date: \_\_\_\_\_

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §XX9-j (Please circle):

No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: \_\_\_\_\_

Date of Finding of Non-responsibility: \_\_\_\_\_

Basis of Finding of Non-Responsibility: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No Yes

6. If yes, please provide details below.

Governmental Entity: \_\_\_\_\_

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Add additional pages as necessary)

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §XX9-k is complete, true and accurate.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## 7. IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should the New York State Education Department (AGENCY) receive information that a person is in violation of the above-referenced certification, AGENCY will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then AGENCY shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

AGENCY reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award 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.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_



**NYS Education Department  
Instructions for Completing NYSED Substitute W-9**

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The NYS Education Department (NYSED) is using the NYSED Substitute Form W-9 to obtain certification of your TIN in order to facilitate your 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.

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 SFS centralized vendor file.

**Part I: Payee/Vendor/Organization Information**

1. **Legal Business Name:** For individuals, enter the name of the person who will do business with NYS as it appears on the Social Security card or other required Federal tax documents. An organization should enter the name shown on its charter or other legal documents that created the organization. Do not abbreviate names.
2. **DBA (Doing Business As):** Enter your DBA name, if applicable.
3. **Entity Type:** Mark the Entity Type doing business with New York State.

**Part II: Taxpayer Identification Number (TIN) and Taxpayer Identification Type**

1. **Taxpayer Identification Number:** Enter your nine-digit Social Security Number, Individual Taxpayer Identification Number (ITIN)<sup>17</sup> or Employer Identification Number.
2. **Taxpayer Identification Type:** Mark the type of identification number provided.

**Part III: Address**

1. **Physical Address:** List the location of where your business is physically located.
2. **Remittance Address:** List the location where payments should be delivered.

**Part IV: Certification of CEO or Properly Authorized Individual**

Please sign, date and print the authorized individual's name, telephone and email address. An email address will facilitate communication and access to Vendor Self Service.

**Part V: Contact Information**

Please provide the contact information for an individual who is authorized to make legal and financial decisions for your organization. An email address will facilitate communication and access to Vendor Self Service.

**Part VI: Survey of Future Payment Methods**

Payment methods are needed for informational purposes. To expedite payments, vendors are strongly encouraged to consider accepting payment via VISA credit card.

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<sup>17</sup> An ITIN is a nine-digit number used by the United States Internal Revenue Service for individuals not eligible to obtain a Social Security Number, but are required to file income taxes. To obtain an ITIN, submit a completed W-7 to the IRS. The IRS will notify you in writing within 4 to 6 weeks about your ITIN status. In order to do business with New York State, **you must submit IRS Form W-8** along with our NYSED Substitute Form W-9 showing your ITIN. IRS Form W-8 certifies your foreign status. To obtain IRS Forms W-7 and W-8, call 1-800-829-3676 or visit the IRS website at [www.irs.gov](http://www.irs.gov).

# 11. Request for Exemption from Disclosure Pursuant to the Freedom of Information Law

New York State Public Officers Law, Article 6 (Freedom of Information Law) requires that each agency shall make available all records maintained by said agency, except that agencies may deny access to records or portions thereof that fall within the scope of the exceptions listed in Public Officers Law §87(2).

Any proprietary materials submitted as part of, or in support of, a bidder's proposal, which bidder considers confidential or otherwise excepted from disclosure under the Freedom of Information Law, must be specifically so identified, and the basis for such confidentiality or other exception must be specifically set forth.

Please list **all** such documents for every portion of the proposal on the form below, and include a copy of this document with each separate portion of the proposal (technical, cost, M/WBE). Materials which are not indicated below may be released in their entirety upon request without notice to you.

According to law, the entity requesting exemption from disclosure has the burden of establishing entitlement to confidentiality. Submission of this form does not necessarily guarantee that a request for exemption from disclosure will be granted. If necessary, NYSED will make a determination regarding the requested exemptions, in accordance with the process set forth in Public Officers Law §89(5).

<b>Material for which Exemption is Requested</b>	<b>Location / Page Number(s)</b>	<b>Basis for Request</b>

# PACKAGE B. - TECHNICAL PROPOSAL

## Mandatory Requirements Certification

**RFP 15-008: Continuing the Development of State Assessments in Elementary-and Intermediate-Level English Language Arts (ELA) and Mathematics Measuring the Common Core State Standards**

**By signing this form, the undersigned certifies it can provide and/or meet all of the requirements listed below as well as all of the deliverables outlined in the RFP. Please use the line space, where provided, to describe how you are going to provide or meet the specified requirement.**

***Mandatory Requirements will be met as follows (Please clearly document how this proposal meets each mandatory requirement):***

<i>Requirement</i>	<i>Name of staff person (if appropriate)</i>	<i>Education/Experience</i>
1. Bidders must bid on all aspects of both Component 1 and 2 for both ELA and Mathematics Tests as described in this RFP for all years listed.		
2. Bidders that wish to identify proprietary information considered confidential must submit the "Request for Exemption from Disclosure Pursuant to the Freedom of Information Law" located in Package A, Submission Documents, section 6.) Proposal Submission Document Packages A-E. The basis for such confidentiality must be specifically set forth on this form.		
3. Bidders must identify two fulltime program managers or one fulltime overall program manager and one fulltime assistant program manager for the contract resulting from this RFP, neither of whom may have primary responsibility for any large scale testing program in another state or with a consortium serving multiple states. The program managers must each have a Bachelor's Degree or above and are to be the central points of contact with NYSED for this contract resulting from this RFP.		
4. The vendor must identify and maintain a full staff consisting of a minimum of three Mathematics content specialists, one each for Grades 3–4, 5–6, and 7–8, and three ELA content specialists, one each for Grades 3–4, 5–6, and 7–8 for a total of six content specialists, and at least one development supervisor for the duration of the contract.		
5. All activities proposed by the vendor must receive prior approval from NYSED.		
6. All materials must be held strictly confidential and must not be copied, duplicated, or disseminated by any manner or discussed with anyone except as authorized by NYSED.		

***Proposals that do not include the completed and signed Mandatory Requirement Certification will be disqualified and removed from further consideration.***

Vendor Signature: _____ Date: _____	
Printed Name	
Title	
Company Name	
Company Address	

## PACKAGE C. - COST PROPOSAL

### 1. Bid Form - Cost Proposal

#### Annual Schedule of Deliverables for English Language Arts Component 1

Please include the following components for each deliverable<sup>18</sup>:

- Total Staff Cost
- Total Fringe Benefit Cost
- Total Purchased Services (non-employee consultants, subcontractors)
- Total Non-Personal Services (supplies and materials, employee travel, etc.)
- Other Costs (indirect costs, overhead, etc.)

<b>Year 1 ELA: July 1, 2015–June 30, 2016 — Component 1</b>					
<b>ACTIVITY</b>			<b>MONTH/YEAR</b>		<b>TOTAL COST</b>
<b>Obtain Passages for 2017 ELA Field Tests</b>			<b>August- November 2015</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Item Selection/Form Construction for the 2016 Operational Tests</b>			<b>September 2015</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Update 2016 3-8 ELA Test Educator Guides for Online Posting</b>			<b>September-October 2015</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Draft Items for 2017 ELA Field Tests</b>			<b>September-December 2015</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Conduct Risk Review for 2016 ELA Operational Tests</b>			<b>October 2015</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Submit Scoring Files Including Consistency Assurance Sets for the 2016 Operational Tests to NYSED</b>			<b>October-December 2015</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	

<sup>18</sup> Vendors should be prepared to show how they derived the amounts listed in each column for each activity should they be subject to audit by NYSED or the NYS Office of the State Comptroller.

**Year 1 ELA: July 1, 2015–June 30, 2016 — Component 1**

<b>ACTIVITY</b>			<b>MONTH/YEAR</b>		<b>TOTAL COST</b>
<b>Conduct Final Eyes for 2016 ELA Operational Tests</b>			<b>October-November 2015</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Submit Proposed 2017 ELA Field Test Passages and Items to NYSED</b>			<b>October-December 2015</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Provide Camera Ready 2016 Operational Tests Regular Edition, (Including Embedded Items) Teacher's Directions, and SAM</b>			<b>December 2015</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Provide Camera Ready 2016 Operational Tests Large Type</b>			<b>December 2015</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Provide Production Copies of 2016 Operational Test Braille Editions (Including Embedded Items)</b>			<b>January 2016</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Construct Stand-alone ELA Field Test Forms Including Anchor Items</b>			<b>February 2016</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Provide Reproductions on CDs or Flash Drives or Secure School/District Access to the Printable Scoring PDF Files Including Consistency Assurance Sets</b>			<b>March 2016</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Develop Stand-alone Field Test Forms in Braille and Large Type</b>			<b>March 2016</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Conduct Pre-Review for 2016 Operational Test Items</b>			<b>January-March 2016</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	

**Year 1 ELA: July 1, 2015–June 30, 2016 — Component 1**

<b>ACTIVITY</b>			<b>MONTH/YEAR</b>		<b>TOTAL COST</b>
<b>Conduct Passage and Item Review for the 2017 ELA Field Tests</b>			<b>April-June 2016</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Conduct Educator Review of Passages/Items for the 2017 ELA Field Tests</b>			<b>April-June 2016</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Print 2016 Stand-alone ELA Field Test Forms and Ship to Schools</b>			<b>April-May 2016</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Maintain Scoring Helpline for Full Duration of 2016 Scoring Period</b>			<b>April-May 2016</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Develop Annotations for 2016 Operational Test Items</b>			<b>April-June 2016</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Administer Spring 2016 Stand-alone ELA Field Tests</b>			<b>May-June 2016</b>		
Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	Other Costs	
<b>Score 2016 Operational ELA Tests (MC Items)</b>			<b>May-June 2016</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Perform Scaling and Equating Analysis of the 2016 ELA Operational Tests</b>			<b>May-June 2016</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Deliver General Research File for 2016 ELA Operational Tests</b>			<b>June 2016</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Total for Year 1 ELA:</b>					

## Schedule of Deliverables for English Language Arts Component 1

<b>Year 2 ELA: July 1, 2016–June 30, 2017 — Component 1</b>					
<b>ACTIVITY</b>			<b>MONTH/YEAR</b>		<b>TOTAL COST</b>
<b>Score 2016 ELA Field Tests (MC and CR)</b>			<b>July 2016</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Conduct Rangefinding for 2016 ELA CR Field Tests</b>			<b>July 2016</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Obtain Passages for 2018 ELA Field Tests</b>			<b>August-September 2016</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Item Selection / Forms Construction for the 2017 ELA Operational Tests</b>			<b>September 2016</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Update 2017 3-8 ELA Test Educator Guides for Online Posting</b>			<b>September-October 2016</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Draft Items for 2018 ELA Field Tests</b>			<b>September-December 2016</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Conduct Risk Review for 2017 ELA Operational Tests</b>			<b>October 2016</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Submit Scoring Files Including Consistency Assurance Sets for the 2017 ELA Operational Tests to NYSED</b>			<b>October-December 2016</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Conduct Final Eyes for 2017 ELA Operational Tests</b>			<b>October – November 2016</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	

**Year 2 ELA: July 1, 2016–June 30, 2017 — Component 1**

<b>ACTIVITY</b>			<b>MONTH/YEAR</b>		<b>TOTAL COST</b>
<b>Submit Proposed 2018 Field Test Passages and Items to NYSED</b>			<b>October-December 2016</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Provide Camera Ready 2017 Operational Tests Regular Edition, (Including Embedded Items) Teacher’s Directions and SAM</b>			<b>December 2016</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Provide Technical Report on 2016 ELA Field Tests</b>			<b>December 2016</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Provide Technical Report on the 2016 ELA Operational Tests</b>			<b>December 2016</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Provide Camera Ready 2017 ELA Operational Tests Large Type (Including Embedded Items)</b>			<b>December 2016</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Provide Production Copies 2017 Operational Tests Braille Editions (Including Embedded Items)</b>			<b>January 2017</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Conduct Pre-Review for 2017 Operational ELA Test Items</b>			<b>January-March 2017</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Construct Stand-alone ELA Field Test Forms Including Anchor Items</b>			<b>February 2017</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	

**Year 2 ELA: July 1, 2016–June 30, 2017 — Component 1**

<b>ACTIVITY</b>			<b>MONTH/YEAR</b>		<b>TOTAL COST</b>
Provide Reproductions on CDs or Flash Drives or Secure School/District Access to the Printable Scoring PDF Files Including Consistency Assurance Sets			March 2017		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
Develop Stand-alone ELA Field Test Forms in Braille and Large Type			March 2017		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
Conduct Passage and Item Review for the 2018 Field Tests			April-June 2017		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
Conduct Educator Review of Passages/Items for the 2018 Field Tests			April-June 2017		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
Print 2017 ELA Stand-alone Field Test Forms and Ship to Schools			April-May 2017		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
Maintain Scoring Helpline for Full Duration of 2017 ELA Scoring Period			April–May 2017		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
Develop Annotations for 2017 Operational ELA Test Items			April-June 2017		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
Perform Scaling and Equating Analysis of the 2017 ELA Operational Tests			May-June 2017		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	

**Year 2 ELA: July 1, 2016–June 30, 2017 — Component 1**

<b>ACTIVITY</b>			<b>MONTH/YEAR</b>		<b>TOTAL COST</b>
<b>Score 2017 ELA Operational Tests (MC Items)</b>			<b>May-June 2017</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Administer Spring 2017 ELA Stand-alone Field Tests</b>			<b>May-June 2017</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Deliver General Research File for 2017 ELA Operational Tests</b>			<b>June 2017</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Conduct Standard Setting and Provide Technical Report</b>			<b>June 2017</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Total for Year 2 ELA:</b>					

## Schedule of Deliverables for English Language Arts Component 1

<b>Year 3 ELA: July 1, 2017–June 30, 2018 — Component 1</b>					
<b>ACTIVITY</b>			<b>MONTH/YEAR</b>		<b>TOTAL COST</b>
<b>Score 2017 ELA Field Tests (MC and CR)</b>			<b>July 2017</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Conduct Rangefinding for 2017 ELA CR Field Tests</b>			<b>July 2017</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Obtain Passages for 2019 ELA Field Tests</b>			<b>August-September 2017</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Item Selection/Form Construction for the 2018 Operational ELA Tests</b>			<b>September 2017</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Update 2018 3-8 ELA Test Educator Guides for Online Posting</b>			<b>September-October 2017</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Draft Items for 2019 ELA Field Tests</b>			<b>September-December 2017</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Conduct Risk Review for 2018 ELA Operational ELA Tests</b>			<b>October 2017</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Conduct Final Eyes for 2018 ELA Operational Tests</b>			<b>October-November 2017</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Submit Scoring Files Including Consistency Assurance Sets for the 2018 ELA Operational Tests to NYSED</b>			<b>October-December 2017</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	

<b>Year 3 ELA: July 1, 2017–June 30, 2018 — Component 1</b>					
<b>ACTIVITY</b>			<b>MONTH/YEAR</b>		<b>TOTAL COST</b>
<b>Submit Proposed 2019 ELA Field Test Passages and Items to NYSED</b>			<b>October-December 2017</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Provide Camera Ready 2018 Operational Tests Regular Edition, (Including Embedded Items), Teacher’s Directions and SAM</b>			<b>December 2017</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Provide Technical Report on 2017 ELA Field Tests</b>			<b>December 2017</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Provide Technical Report on 2017 ELA Operational Tests</b>			<b>December 2017</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Provide Camera Ready 2018 Operational Tests Large Type (Including Embedded Items)</b>			<b>December 2017</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Provide Production Copies 2018 Operational ELA Tests Braille Editions (Including Embedded Items)</b>			<b>January 2018</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Conduct Pre-Review for 2018 ELA Operational Test Items</b>			<b>January-March 2018</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Construct ELA Stand-alone Field Test Forms Including Anchor Items</b>			<b>February 2018</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	

<b>Year 3 ELA: July 1, 2017–June 30, 2018 — Component 1</b>					
<b>ACTIVITY</b>			<b>MONTH/YEAR</b>		<b>TOTAL COST</b>
Develop ELA Stand-alone Field Test Forms in Braille and Large Type			March 2018		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
Provide Reproductions on CDs or Flash Drives or Secure School/District Access to the Printable Scoring PDF Files Including Consistency Assurance Sets			March 2018		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
Print 2018 ELA Stand-alone Field Test Forms and Ship to Schools			April-May 2018		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
Maintain Scoring Helpline for Full Duration of 2018 Scoring Period			April-May 2018		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
Conduct Passage and Item Review for the 2019 ELA Field Tests			April-June 2018		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
Conduct Educator Review of Passages/Items for the 2019 ELA Field Tests			April-June 2018		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
Develop Annotations for 2018 ELA Operational Test Items			April-June 2018		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
Administer Spring 2018 ELA Stand-alone Field Tests			May-June 2018		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	

**Year 3 ELA: July 1, 2017–June 30, 2018 — Component 1**

<b>ACTIVITY</b>			<b>MONTH/YEAR</b>		<b>TOTAL COST</b>
<b>Score 2018 ELA Operational Tests (MC Items)</b>			<b>May-June 2018</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Perform Scaling and Equating Analysis of the 2018 ELA Operational Tests</b>			<b>May-June 2018</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Deliver General Research File for 2018 ELA Operational Tests</b>			<b>June 2018</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Total for Year 3 ELA:</b>					

## Schedule of Deliverables for English Language Arts Component 1

<b>Year 4 ELA: July 1, 2018–June 30, 2019 — Component 1</b>					
<b>ACTIVITY</b>			<b>MONTH/YEAR</b>		<b>TOTAL COST</b>
<b>Score 2018 ELA Field Tests (MC and CR)</b>			<b>July 2018</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Conduct Rangefinding for 2018 ELA CR Field Tests</b>			<b>July 2018</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Obtain Passages to Develop 2020 ELA Field Tests</b>			<b>August-September 2018</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Update 2019 3-8 ELA Test Educator Guides for Online Posting</b>			<b>September-October 2018</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Draft Items for 2019 ELA Field Tests</b>			<b>September-December 2018</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Item Selection/Form Construction for the 2019 Operational ELA Tests</b>			<b>September 2018</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Conduct Risk Review for 2019 ELA Operational ELA Tests</b>			<b>October 2018</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Conduct Final Eyes for 2019 Operational ELA Tests</b>			<b>October-November 2018</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Submit Proposed 2020 Field Test Passages and Items to NYSED</b>			<b>October-December 2019</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	

**Year 4 ELA: July 1, 2018–June 30, 2019 — Component 1**

<b>ACTIVITY</b>			<b>MONTH/YEAR</b>		<b>TOTAL COST</b>
Provide Camera Ready 2019 Operational Tests Regular Edition, (Including Embedded Items), Teacher’s Directions and SAM			December 2018		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
Provide Technical Report on 2018 ELA Field Tests			December 2018		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
Provide Technical Report on the 2018 ELA Operational Tests			December 2018		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
Provide Camera Ready 2019 ELA Operational Tests Large Type (Including Embedded Items)			December 2018		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
Provide Production Copies 2019 ELA Operational Tests Braille Editions (Including Embedded Items)			January 2019		
Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	Other Costs	
Submit Scoring Files Including Consistency Assurance Sets for the 2019 ELA Operational Tests to NYSED			January 2019		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
Conduct Pre-Review for 2019 ELA Operational Test Items			January-March 2019		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
Construct Stand-alone ELA Field Test Forms Including Anchor Items			February 2019		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	

**Year 4 ELA: July 1, 2018–June 30, 2019 — Component 1**

<b>ACTIVITY</b>			<b>MONTH/YEAR</b>		<b>TOTAL COST</b>
Provide Reproductions on CDs or Flash Drives or Secure School/District Access to the Printable Scoring PDF Files Including Consistency Assurance Sets			March 2019		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
Develop ELA Stand-alone Field Test Forms in Braille and Large Type			March 2019		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
Print 2019 Stand-alone Field Test Forms and Ship to Schools			April-May 2019		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
Maintain Scoring Helpline for Full Duration of 2019 Scoring Period			April-May 2019		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
Conduct Passage and Item Review for the 2020 ELA Field Tests			April-June 2019		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
Conduct Educator Review of Passages/Items for the 2020 ELA Field Tests			April-June 2019		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
Score 2019 ELA Operational Tests (MC Items)			May-June 2019		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
Administer Spring 2019 Stand-alone ELA Field Tests			May-June 2019		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	

**Year 4 ELA: July 1, 2018–June 30, 2019 — Component 1**

<b>ACTIVITY</b>			<b>MONTH/YEAR</b>		<b>TOTAL COST</b>
<b>Perform Scaling and Equating Analysis of the 2019 ELA Operational Tests</b>			<b>May–June 2019</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Develop Annotations for 2019 ELA Operational Test Items</b>			<b>April-June 2019</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Deliver General Research File for 2019 ELA Operational Tests</b>			<b>May–June 2019</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Total for Year 4 ELA:</b>					

## Schedule of Deliverables for English Language Arts Component 1

<b>Year 5 ELA: July 1, 2019–October 31, 2020 — Component 1</b>					
<b>ACTIVITY</b>			<b>MONTH/YEAR</b>		<b>TOTAL COST</b>
<b>Score 2019 Field Tests (MC and CR)</b>			<b>July 2019</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Conduct Rangefinding for 2019 ELA CR Field Tests</b>			<b>July 2019</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Obtain Passages to Develop 2020 Field Tests</b>			<b>August-September 2019</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Item Selection/Form Construction for the 2020 Operational ELA Tests</b>			<b>September 2019</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Update 2020 3-8 ELA Test Educator Guides for Online Posting</b>			<b>September-October 2019</b>		
Total Purchased Services	Total Non-Personal Services	Other Costs	Total Non-Personal Services	Other Costs	
<b>Draft Items for 2020 ELA Field Tests</b>			<b>September-December 2019</b>		
Total Purchased Services	Total Non-Personal Services	Other Costs	Total Non-Personal Services	Other Costs	
<b>Conduct Risk Review for 2020 Operational ELA Tests</b>			<b>October 2019</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Conduct Final Eyes for 2020 Operational Tests</b>			<b>October 2019</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Submit Scoring Files Including Consistency Assurance Sets for the 2020 Operational Tests to NYSED</b>			<b>October-December 2019</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	

**Year 5 ELA: July 1, 2019–October 31, 2020 — Component 1**

<b>ACTIVITY</b>			<b>MONTH/YEAR</b>		<b>TOTAL COST</b>
Submit Proposed 2021 Field Test Passages and Items to NYSED			October-December 2019		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
Provide Camera Ready 2020 Operational Tests Regular Edition, (Including Embedded Items), Teacher’s Directions and SAM			December 2019		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
Provide Technical Report on 2019 ELA Field Tests			December 2019		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
Provide Technical Report on the 2019 ELA Operational Tests			December 2019		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
Provide Camera Ready 2020 Operational Tests Large Type (Including Embedded Items)			December 2019		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
Provide Production Copies 2020 Operational Tests Braille Editions (Including Embedded Items)			January 2020		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
Conduct Pre-Review for 2020 ELA Operational Test Items			January-March 2019		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
Construct Stand-alone 2020 Field Tests Including Anchor Items			February 2020		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
Provide Reproductions on CDs or Flash Drives or Secure School/District Access to the Printable Scoring PDF Files Including Consistency Assurance Sets			March 2020		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	

**Year 5 ELA: July 1, 2019–October 31, 2020 — Component 1**

<b>ACTIVITY</b>			<b>MONTH/YEAR</b>		<b>TOTAL COST</b>
<b>Develop Stand-alone Field Test Forms in Braille and Large Type</b>			<b>March 2020</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Print 2020 Stand-alone Field Test Forms and Ship to Schools</b>			<b>April-May 2020</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Conduct Passage and Item Review for the 2021 ELA Field Tests</b>			<b>April-June 2020</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Conduct Educator Review of Passages/Items for 2021 ELA Field Tests</b>			<b>April-June 2020</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Maintain Scoring Helpline for Full Duration of 2020 Scoring Period</b>			<b>April–May 2020</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Develop Annotations for 2020 ELA Operational Test Items</b>			<b>April-June 2020</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Administer Spring 2020 Stand-alone Field Tests</b>			<b>May-June 2020</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Score 2020 Operational Tests (MC Items)</b>			<b>May–June 2020</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Perform Scaling and Equating Analysis of 2020 Operational Tests</b>			<b>May–June 2020</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	

**Year 5 ELA: July 1, 2019–October 31, 2020 — Component 1**

<b>ACTIVITY</b>			<b>MONTH/YEAR</b>		<b>TOTAL COST</b>
<b>Deliver General Research File for 2020 Operational Tests</b>			<b>June 2020</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Conduct Passage and Item Review for the 2021 Field Tests</b>			<b>June 2020</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Conduct Rangefinding for 2020 ELA CR Field Tests</b>			<b>July 2020</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Score 2020 ELA Field Tests (MC and CR)</b>			<b>July 2020</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Provide Technical Report on the 2020 ELA Operational Tests</b>			<b>October 2020</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Provide Technical Report on 2020 ELA Field Tests</b>			<b>October 2020</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Total for Year 5 ELA:</b>					

**Bid Form Cost Proposal  
Schedule of Deliverables for Mathematics Component 1**

<b>Year 1 Math: July 1, 2015–June 30, 2016 — Component 1</b>					
<b>ACTIVITY</b>			<b>MONTH/YEAR</b>		<b>TOTAL COST</b>
<b>Update 2016 3-8 Math Test Educator Guides for Online Posting</b>			<b>September-October 2015</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Item Selection/Form Construction for the 2016 Operational Math Tests</b>			<b>September 2015</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Draft Items for 2017 Math Field Tests</b>			<b>September-December 2015</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Conduct Risk Review for 2017 Math Operational Tests</b>			<b>October 2015</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Conduct Final Eyes for 2016 Operational Tests</b>			<b>October-November 2015</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Submit Scoring Files Including Consistency Assurance Sets for the 2016 Operational Tests to NYSED</b>			<b>October-December 2015</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Submit Proposed 2017 Math Field Test Items to NYSED</b>			<b>October-December 2015</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	

**Year 1 Math: July 1, 2015–June 30, 2016 — Component 1**

<b>ACTIVITY</b>			<b>MONTH/YEAR</b>		<b>TOTAL COST</b>
<b>Provide Camera Ready 2016 Operational Tests Regular Edition (Including Embedded Items) &amp; Teacher's Directions</b>			<b>December 2015</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Provide Camera Ready 2016 Operational Tests Large Type (Including Embedded Items)</b>			<b>December 2015</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Provide 2016 Operational Tests Translated Editions (Including Embedded Items)</b>			<b>January 2016</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Provide Production Copies of 2016 Operational Test Braille (Including Embedded Items)</b>			<b>January 2016</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Conduct Pre-Review for 2016 Math Operational Test Items</b>			<b>January-March 2016</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Construct Stand-alone Field Test Forms Including Anchor Items</b>			<b>February 2016</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	

ACTIVITY			MONTH/YEAR		
Provide Reproductions on CDs or Flash Drives or Secure School/District Access to the Printable Scoring PDF Files Including Consistency Assurance Sets			March 2016		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
Develop Stand-alone Field Test Forms in Braille and Large Type			March 2016		
Total Staff Cost	Total Fringe Benefit Cost	Total Staff Cost	Total Fringe Benefit Cost	Total Staff Cost	
Print 2016 Stand-alone Field Test Forms and Ship to Schools			April-May 2016		
Total Staff Cost	Total Fringe Benefit Cost	Total Staff Cost	Total Fringe Benefit Cost	Total Staff Cost	

<b>Maintain Scoring Helpline for Full Duration of 2016 Scoring Period</b>			<b>April–May 2016</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Staff Cost	Total Fringe Benefit Cost	Total Staff Cost	
<b>Conduct Item Review for the 2017 Math Field Tests</b>			<b>April-June 2016</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Staff Cost	Total Fringe Benefit Cost	Total Staff Cost	
<b>Conduct Educator Review of Items for the 2017 Math Field Tests</b>			<b>April-June 2016</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Staff Cost	Total Fringe Benefit Cost	Total Staff Cost	

ACTIVITY			MONTH/YEAR		TOTAL COST
Develop Annotations for 2016 Math Operational Test Items			April-June 2016		
Total Staff Cost	Total Fringe Benefit Cost	Total Staff Cost	Total Fringe Benefit Cost	Total Staff Cost	
Administer Spring 2016 Stand-alone Math Field Tests			May-June 2016		
Total Staff Cost	Total Fringe Benefit Cost	Total Staff Cost	Total Fringe Benefit Cost	Total Staff Cost	
Score 2016 Operational Tests (MC Items)			May-June 2016		
Total Staff Cost	Total Fringe Benefit Cost	Total Staff Cost	Total Fringe Benefit Cost	Total Staff Cost	
Perform Scaling and Equating Analysis of the 2016 Operational Tests			May-June 2016		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
Deliver General Research File for 2016 Operational Tests			June 2016		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Total for Year 1 Math:</b>					

**Schedule of Deliverables for Mathematics Component 1**

<b>Year 2 Math: July 1, 2016–June 30, 2017 — Component 1</b>					
<b>ACTIVITY</b>			<b>MONTH/YEAR</b>		<b>TOTAL COST</b>
<b>Score 2016 Math Field Tests (MC and CR)</b>			<b>July 2016</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Conduct Rangefinding for 2016 Math CR Field Tests</b>			<b>July 2016</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Item Selection/Forms Construction for the 2017 Operational Math Tests</b>			<b>September 2016</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Update 2017 3-8 Math Test Educator Guides for Online Posting</b>			<b>September-October 2016</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Draft Items for 2018 Math Field Tests</b>			<b>September-December 2016</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Conduct Final Eyes for 2017 Math Operational Tests</b>			<b>October-November 2016</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Conduct Risk Review for 2017 Math Operational Tests</b>			<b>October 2016</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Submit Scoring Files Including Consistency Assurance Sets for the 2017 Math Operational Tests to NYSED</b>			<b>October-December 2016</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Submit Proposed 2018 Math Field Test Items to NYSED</b>			<b>October-December 2016</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Provide Technical Report on 2016 Math Field Tests</b>			<b>December 2016</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	

**Year 2 Math: July 1, 2016–June 30, 2017 — Component 1**

<b>ACTIVITY</b>			<b>MONTH/YEAR</b>		<b>TOTAL COST</b>
<b>Provide Technical Report on the 2016 Math Operational Tests</b>			<b>December 2016</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Provide Camera Ready 2017 Operational Tests Regular Edition, (Including Embedded Items) and Teacher’s Directions</b>			<b>December 2016</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Provide Camera Ready 2017 Math Operational Tests Large Type (Including Embedded Items)</b>			<b>December 2016</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Provide Production Copies of 2017 Math Operational Tests Braille (Including Embedded Items)</b>			<b>January 2017</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Staff Cost	Total Non-Personal Services	Other Costs	
<b>Provide 2017 Math Operational Tests Translated Editions (Including Embedded Items)</b>			<b>January 2017</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Staff Cost	Total Non-Personal Services	Other Costs	
<b>Conduct Pre-Review for 2017 Math Operational Test Items</b>			<b>January-March 2017</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Construct Stand-alone Field Test Forms Including Anchor Items</b>			<b>February 2017</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Provide Reproductions on CDs or Flash Drives or Secure School/District Access to the Printable Scoring PDF Files Including Consistency Assurance Sets</b>			<b>March 2017</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Develop Math Stand-alone Field Test Forms in Braille and Large Type</b>			<b>March 2017</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	

**Year 2 Math: July 1, 2016–June 30, 2017 — Component 1**

<b>ACTIVITY</b>			<b>MONTH/YEAR</b>		<b>TOTAL COST</b>
<b>Print 2017 Stand-alone Field Test Forms and Ship to Schools</b>			<b>April–May 2017</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Maintain Scoring Helpline for Full Duration of 2017 Scoring Period</b>			<b>April–May 2017</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Develop Annotations for 2017 Math Operational Test Items</b>			<b>April-June 2017</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Conduct Item Review for the 2018 Math Field Tests</b>			<b>April-June 2017</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Conduct Educator Review of Items for the 2018 Math Field Tests</b>			<b>April-June 2017</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Perform Scaling and Equating Analysis of the 2017 Operational Tests</b>			<b>May–June 2017</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Score 2017 Math Operational Tests (MC Items)</b>			<b>May–June 2017</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Administer Spring 2017 Stand-alone Math Field Tests</b>			<b>May-June 2017</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Deliver General Research File for 2017 Operational Tests</b>			<b>June 2017</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Conduct Standard Setting and Provide Technical Report</b>			<b>June 2017</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	

**Year 2 Math: July 1, 2016–June 30, 2017 — Component 1**

<b>ACTIVITY</b>	<b>MONTH/YEAR</b>	<b>TOTAL COST</b>
<b>Total for Year 2 Math:</b>		

**Schedule of Deliverables for Mathematics Component 1**

**Year 3 Math: July 1, 2017–June 30, 2018 — Component 1**

<b>ACTIVITY</b>			<b>MONTH/YEAR</b>		<b>TOTAL COST</b>
<b>Score 2017 Math Field Tests (MC and CR)</b>			<b>July 2017</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Conduct Rangefinding for 2017 Math CR Field Tests</b>			<b>July 2017</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Item Selection/Forms Construction for the 2018 Operational Math Tests</b>			<b>September 2017</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Update 2018 3-8 Math Test Educator Guides for Online Posting</b>			<b>September-October 2017</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Draft Items for 2019 Math Field Tests</b>			<b>September-December 2017</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Conduct Final Eyes for 2018 Math Operational Tests</b>			<b>October-November 2017</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Conduct Risk Review for 2018 Math Operational Tests</b>			<b>October 2017</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Submit Scoring Files Including Consistency Assurance Sets for the 2018 Math Operational Tests to NYSED</b>			<b>October-December 2017</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Submit Proposed 2019 Math Field Test Items to NYSED</b>			<b>October-December 2017</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Provide Technical Report on 2017 Math Field Tests</b>			<b>December 2017</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	

**Year 3 Math: July 1, 2017–June 30, 2018 — Component 1**

<b>ACTIVITY</b>			<b>MONTH/YEAR</b>		<b>TOTAL COST</b>
<b>Provide Technical Report on the 2017 Math Operational Tests</b>			<b>December 2017</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Provide Camera Ready 2018 Operational Tests Regular Edition, (Including Embedded Items) and Teacher’s Directions</b>			<b>December 2017</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Provide Camera Ready 2018 Operational Tests Large Type (Including Embedded Items)</b>			<b>December 2017</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Provide Production Copies of 2018 Operational Tests Braille (Including Embedded Items)</b>			<b>January 2018</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Staff Cost	Total Non-Personal Services	Other Costs	
<b>Provide 2018 Math Operational Tests Translated Editions (Including Embedded Items)</b>			<b>January 2018</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Staff Cost	Total Non-Personal Services	Other Costs	
<b>Conduct Pre-Review for 2018 Math Operational Test Items</b>			<b>January-March 2018</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Construct Stand-alone Field Test Forms Including Anchor Items</b>			<b>February 2018</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Provide Reproductions on CDs or Flash Drives or Secure School/District Access to the Printable Scoring PDF Files Including Consistency Assurance Sets</b>			<b>March 2018</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Develop Stand-alone Math Field Test Forms in Braille and Large Type</b>			<b>March 2018</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	

**Year 3 Math: July 1, 2017–June 30, 2018 — Component 1**

<b>ACTIVITY</b>			<b>MONTH/YEAR</b>		<b>TOTAL COST</b>
<b>Print 2018 Stand-alone Field Test Forms and Ship to Schools</b>			<b>April–May 2018</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Maintain Scoring Helpline for Full Duration of 2018 Math Scoring Period</b>			<b>April-May 2018</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Develop Annotations for 2018 Math Operational Test Items</b>			<b>April-June 2018</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Conduct Item Review for the 2019 Math Field Tests</b>			<b>April-June 2018</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Conduct Educator Review of Items for the 2019 Math Field Tests</b>			<b>April-June 2018</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Perform Scaling and Equating Analysis of the 2018 Math Operational Tests</b>			<b>May-June 2018</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Score 2018 Math Operational Tests (MC Items)</b>			<b>May-June 2018</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Administer Spring 2018 Stand-alone Math Field Tests</b>			<b>May-June 2018</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Deliver General Research File for 2018 Math Operational Tests</b>			<b>June 2018</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Conduct Standard Setting and Provide Technical Report</b>			<b>June 2018</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	

**Year 3 Math: July 1, 2017–June 30, 2018 — Component 1**

<b>ACTIVITY</b>	<b>MONTH/YEAR</b>	<b>TOTAL COST</b>
<b>Total for Year 3 Math:</b>		

**Schedule of Deliverables for Mathematics Component 1**

**Year 4 Math: July 1, 2018–June 30, 2019 — Component 1**

<b>ACTIVITY</b>			<b>MONTH/YEAR</b>		<b>TOTAL COST</b>
<b>Score 2018 Math Field Tests (MC and CR)</b>			<b>July 2018</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Conduct Rangefinding for 2018 Math CR Field Tests</b>			<b>July 2018</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Item Selection/Forms Construction for the 2019 Operational Math Tests</b>			<b>September 2018</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Update 2019 3-8 Math Test Educator Guides for Online Posting</b>			<b>September-October 2018</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Draft Items for 2020 Math Field Tests</b>			<b>September-December 2018</b>		
<b>Conduct Final Eyes for 2019 Math Operational Tests</b>			<b>October-November 2018</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Conduct Risk Review for 2019 Math Operational Tests</b>			<b>October 2018</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Submit Scoring Files Including Consistency Assurance Sets for the 2019 Math Operational Tests to NYSED</b>			<b>October-December 2018</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Submit Proposed 2020 Math Field Test Items to NYSED</b>			<b>October-December 2018</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Provide Technical Report on 2018 Math Field Tests</b>			<b>December 2018</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	

**Year 4 Math: July 1, 2018–June 30, 2019 — Component 1**

<b>ACTIVITY</b>			<b>MONTH/YEAR</b>		<b>TOTAL COST</b>
<b>Provide Technical Report on the 2018 Math Operational Tests</b>			<b>December 2018</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Provide Camera Ready 2019 Operational Tests Regular Edition, (Including Embedded Items) and Teacher’s Directions</b>			<b>December 2018</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Provide Camera Ready 2019 Operational Tests Large Type (Including Embedded Items)</b>			<b>December 2018</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Provide Production Copies of 2019 Operational Tests Braille (Including Embedded Items)</b>			<b>January 2019</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Staff Cost	Total Non-Personal Services	Other Costs	
<b>Provide 2019 Math Operational Tests Translated Editions (Including Embedded Items)</b>			<b>January 2019</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Staff Cost	Total Non-Personal Services	Other Costs	
<b>Conduct Pre-Review for 2019 Math Operational Test Items</b>			<b>January-March 2019</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Construct Stand-alone Field Test Forms Including Anchor Items</b>			<b>February 2019</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Provide Reproductions on CDs or Flash Drives or Secure School/District Access to the Printable Scoring PDF Files Including Consistency Assurance Sets</b>			<b>March 2019</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Develop Stand-alone Math Field Test Forms in Braille and Large Type</b>			<b>March 2019</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	

**Year 4 Math: July 1, 2018–June 30, 2019 — Component 1**

<b>ACTIVITY</b>			<b>MONTH/YEAR</b>		<b>TOTAL COST</b>
<b>Print 2019 Stand-alone Field Test Forms and Ship to Schools</b>			<b>April-May 2019</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Maintain Scoring Helpline for Full Duration of 2019 Math Scoring Period</b>			<b>April-May 2019</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Develop Annotations for 2019 Math Operational Test Items</b>			<b>April-June 2019</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Conduct Item Review for the 2020 Math Field Tests</b>			<b>April-June 2019</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Conduct Educator Review of Items for the 2020 Math Field Tests</b>			<b>April-June 2019</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Perform Scaling and Equating Analysis of the 2019 Math Operational Tests</b>			<b>May-June 2019</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Score 2019 Math Operational Tests (MC Items)</b>			<b>May-June 2019</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Administer Spring 2019 Stand-alone Math Field Tests</b>			<b>May-June 2019</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Deliver General Research File for 2019 Math Operational Tests</b>			<b>June 2019</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Total for Year 4 Math:</b>					

**Year 5 Math: July 1, 2019–October 31, 2020 — Component 1**

<b>ACTIVITY</b>			<b>MONTH/YEAR</b>		<b>COST</b>
<b>Conduct Rangefinding for 2019 Math CR Field Tests</b>			<b>July 2019</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Score 2019 Math Field Tests (MC and CR)</b>			<b>July 2019</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Update 2020 3-8 Math Test Educator Guides for Online Posting</b>			<b>September-October 2019</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Draft Items for 2021 Math Field Tests</b>			<b>September-December 2019</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Item Selection/Forms Construction for the 2020 Operational Math Tests</b>			<b>September 2019</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Conduct Risk Review for 2020 Math Operational Tests</b>			<b>October 2019</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Conduct Final Eyes for 2020 Math Operational Tests</b>			<b>October-November 2019</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Submit Scoring Files Including Consistency Assurance Sets for the 2020 Operational Tests to NYSED</b>			<b>October-December 2019</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Submit Proposed 2021 Math Field Test Items to NYSED</b>			<b>October-December 2019</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Provide Camera Ready 2020 Operational Tests Regular Edition (Including Embedded Items) and Teacher's Directions</b>			<b>December 2019</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	

**Year 5 Math: July 1, 2019–October 31, 2020 — Component 1**

<b>ACTIVITY</b>			<b>MONTH/YEAR</b>		<b>COST</b>
<b>Provide Technical Report on 2019 Math Field Tests</b>			<b>December 2019</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Provide Technical Report on the 2019 Math Operational Tests</b>			<b>December 2019</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Provide Camera Ready 2020 Operational Tests Large Type (Including Embedded Items)</b>			<b>December 2019</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Provide Production Copies 2020 Operational Tests Braille Editions (Including Embedded Items)</b>			<b>January 2020</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Provide 2020 Operational Tests Translated Editions (Including Embedded Items)</b>			<b>January 2020</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Staff Cost	Total Non-Personal Services	Other Costs	
<b>Conduct Pre-Review for 2020 Math Operational Test Items</b>			<b>January-March 2020</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Staff Cost	Total Non-Personal Services	Other Costs	
<b>Construct Stand-alone Field Test Forms Including Anchor Items</b>			<b>February 2020</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Staff Cost	Total Non-Personal Services	Other Costs	
<b>Provide Reproductions on CDs or Flash Drives or Secure School/District Access to the Printable Scoring PDF Files Including Consistency Assurance Sets</b>			<b>March 2020</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Staff Cost	Total Non-Personal Services	Other Costs	
<b>Develop Stand-alone Field Test Forms in Braille and Large Type</b>			<b>March 2020</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	

**Year 5 Math: July 1, 2019–October 31, 2020 — Component 1**

<b>ACTIVITY</b>			<b>MONTH/YEAR</b>		<b>COST</b>
<b>Print 2020 Stand-alone Field Test Forms and Ship to Schools</b>			<b>April-May 2020</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Maintain Scoring Helpline for Full Duration of 2020 Scoring Period</b>			<b>April–May 2020</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Conduct Item Review for the 2021 Math Field Tests</b>			<b>April-June 2020</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Tests Conduct Educator Review of Items for the 2021 Math Field Tests</b>			<b>April-June 2020</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Develop Annotations for 2020 Math Operational Test Items</b>			<b>April-June 2020</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Administer Spring 2020 Math Stand-alone Field Tests</b>			<b>May-June 2020</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Score 2020 Operational Math Tests (MC Items)</b>			<b>May-June 2020</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Perform Scaling and Equating Analysis of the 2020 Operational Tests</b>			<b>May-June 2020</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Deliver General Research File for 2020 Operational Math Tests</b>			<b>June 2020</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Conduct Rangefinding for 2020 Math CR Field Tests</b>			<b>July 2020</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	

**Year 5 Math: July 1, 2019–October 31, 2020 — Component 1**

<b>ACTIVITY</b>			<b>MONTH/YEAR</b>		<b>COST</b>
<b>Score 2020 Math Field Tests (MC and CR)</b>			<b>July 2020</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Provide Technical Report on the 2020 Math Operational Tests</b>			<b>October 2020</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Provide Technical Report on 2020 Math Field Tests</b>			<b>October 2020</b>		
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>Total for Year 5 Math:</b>					

New York State Education Department  
Name of RFP

2. BUDGET SUMMARIES AND GRAND TOTAL FOR YEARS 1-5  
(Whole dollar figures only)

**Development of State Assessments in Elementary and Intermediate (Middle) Level  
Language Arts (ELA) and Mathematics**

**Five Year Budget Summary – Component 1  
July 1, 2015 – October 31, 2020**

<b>Subject Area</b>	<b>Year 1 7/1/15-6/30/16</b>	<b>Year 2 7/1/16-6/30/17</b>	<b>Year 3 7/1/17-6/30/18</b>	<b>Year 4 7/1/18-6/30/19</b>	<b>Year 5 7/1/19-10/31/20</b>	
English Language Arts						
Mathematics						
Total (ELA and Mathematics)						

<b>Category</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Five Year Total</b>
<b>1. Total Staff Costs</b>						
<b>2. Total Fringe Benefits</b>						
<b>3. Total Purchased Services- Non- Employees</b>						
<b>4. Total Non-Personal Services</b>						
<b>5. Total Other</b>						
<b>Total</b>						

<b>Vendor Signature</b>		<b>Date:</b>	
<b>Printed Name</b>			
<b>Title</b>			
<b>Company Name</b>			
<b>Company Address</b>			

The financial criteria portion of the RFP will be based on the 5 year grand total.

### 3. SUBCONTRACTING FORM – COMPONENT 1

New York State Education Department  
(Whole dollar figures only)

Title of RFP: \_\_\_\_\_

Bidder Name: \_\_\_\_\_

RFP #: \_\_\_\_\_

**Subcontracting For Year One —**

Name of Subcontractor	M/WBE	Entity Type	Work Description & Estimated Hours/Days	Projected Cost
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE	<input type="checkbox"/> For Profit <input type="checkbox"/> Not –For-Profit		
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE	<input type="checkbox"/> For Profit <input type="checkbox"/> Not –For-Profit		
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE	<input type="checkbox"/> For Profit <input type="checkbox"/> Not –For-Profit		
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE	<input type="checkbox"/> For Profit <input type="checkbox"/> Not –For-Profit		
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE	<input type="checkbox"/> For Profit <input type="checkbox"/> Not –For-Profit		
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE	<input type="checkbox"/> For Profit <input type="checkbox"/> Not –For-Profit		
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE	<input type="checkbox"/> For Profit <input type="checkbox"/> Not –For-Profit		

\*Indicate whether the subcontractor is a Minority or Women–Owned Business Enterprise. Leave box blank if subcontractor is neither.

Total Subcontracting Cost	Total Project Budget	Percent of Subcontracting to Total Budget

Subcontracting (5 Years)	Total Year 1	Total Year 2	Total Year 3	Total Year 4	Total Year 5	Grand Total Subcontracting For 5 Years
Percent of Subcontracting to Annual Budget						

Subcontracting is limited to thirty percent (30%) of the annual contract budget.

**4. M/WBE SUBCONTRACTING/SUPPLIER FORM – COMPONENT 1**

New York State Education Department  
(Whole dollar figures only)

Title of RFP: \_\_\_\_\_

Bidder Name: \_\_\_\_\_ RFP #: \_\_\_\_\_

**M/WBE Purchases For Year One**

**Table 1-- Minority Business Enterprise (MBE)**

Name of Vendor	Type of Services or Supplies	Cost
<b>Total Year 1 MBE Costs</b>		
<b>Total Year 1 Budget</b>		
<b>Total Year 1 MBE Costs divided by Total Year 1 Budget (%)</b>		

**Table 2-- Women-Owned Business Enterprise (WBE)**

Name of Vendor	Type of Services or Supplies	Cost
<b>Total Year 1 WBE Costs</b>		
<b>Total Year 1 Budget</b>		
<b>Total Year 1 WBE Costs divided by Total Year 1 Budget (%)</b>		

**M/WBE Purchases For Years 1-5**

M/WBE Purchases (5 Years)	Year 1	Year 2	Year 3	Year 4	Year 5	Grand Total For 5 Years
<b>% MBE Purchases to Budget</b>						
<b>% WBE Purchases to Budget</b>						

## **Bid Form Cost Proposal**

### **Schedule of Additional Deliverables for English Language Arts and Mathematics Component 2**

Two separate prices will be established for each deliverable in Component 2, based upon the following assumptions:

**Component 2a:**

- No more than 1,700 schools statewide will enroll in computer-based operational tests and/or field tests.
- Local scoring of operational tests using vendor-provided computer-based scoring platform will occur at no more than 875 scoring locations statewide.

**Component 2b:**

- More than 1,700 schools, but no more than 3,100 schools statewide will enroll in computer-based operational tests and/or field tests.
- Local scoring of operational tests using vendor-provided computer-based scoring platform will occur at more than 875 scoring locations, but no more than 1,600 scoring locations statewide.
- If either or both of the above two thresholds for Component 2b is achieved, the vendor will be entitled to payment at the Component 2b prices.

For each contract year, payment to the vendor will be determined based upon the number of schools enrolling in computer-based operational testing and/or field testing and the number of scoring sites being supported by the vendor-provided scoring platform during the corresponding school year. In the event that school enrollment in computer-based operational testing and/or field testing or the number of scoring locations supported by the vendor-provided scoring platform exceeds the limits specified above for Component 2b, NYSED will negotiate pricing with the vendor and enter into a formal contract amendment, subject to the approval of the Office of the State Comptroller.

Please include the following components for each deliverable<sup>19</sup>:

Total Staff Cost

Total Fringe Benefit Cost

Total Purchased Services (non-employee consultants, subcontractors)

Total Non-Personal Services (supplies and materials, employee travel, etc.)

Other Costs (indirect costs, overhead, etc.)

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<sup>19</sup> Vendors should be prepared to show how they derived the amounts listed in each column for each activity should they be subject to audit by NYSED or the NYS Office of the State Comptroller.

### Schedule of Additional Deliverables for CBT

#### Year 1 ELA and Math: July 1, 2015–June 30, 2016 — Component 2

<b>Schedule of Additional Deliverables for CBT</b>						
<b>Year 1 ELA and Math: July 1, 2015–June 30, 2016 — Component 2</b>						
<b>ACTIVITY</b>				<b>MONTH/YEAR</b>		<b>TOTAL COST</b>
Provide minimum system requirements for test administration and test delivery platforms				October 2015		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						
Provide system to create or update state, district, and school user accounts in the test administration platform				November 2015		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						
Provide online tools for schools to check that their computers meet minimum requirements to administer the 2016 SAFTs				December 2015		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						
Provide online practice tests and sample items in the test delivery system				December 2015		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						

**Year 1 ELA and Math: July 1, 2015–June 30, 2016 — Component 2**

<b>ACTIVITY</b>				<b>MONTH/YEAR</b>		<b>TOTAL COST</b>
Provide system manuals for the online test delivery platform that detail how to set up the system, how to deliver the SAFTs, and sufficiently describes all features and accommodations				December 2015		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						
Provide regional trainings on the computer based test administration and test delivery systems				December 2015 - March 2016		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						
Maintain a help line for districts and schools prior to and for the duration of the field testing window				December 2015 – June 2016		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						
Submit computer-based SAFT forms for review and testing				March 2016		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						

**Year 1 ELA and Math: July 1, 2015–June 30, 2016 — Component 2**

<b>ACTIVITY</b>				<b>MONTH/YEAR</b>		<b>TOTAL COST</b>
If included, provide computer-based test forms for download to a local, secure proctor caching server				1 week prior to the first day of the field test administration window		
<b>a</b>	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>b</b>						
Deliver computer-based SAFTs				May–June 2016		
<b>a</b>	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
<b>b</b>						
<b>a</b>	<b>Total for Year 1 CBT:</b>					
<b>b</b>	<b>Total for Year 1 CBT:</b>					

**Year 2 ELA and Math: July 1, 2016–June 30, 2017 — Component 2**

<b>ACTIVITY</b>				<b>MONTH/YEAR</b>		<b>TOTAL COST</b>
Provide minimum system requirements for test administration and test delivery platforms				July 2016		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						
Provide system to create or update state, district, and school user accounts in the test administration platform				October 2016		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						
Provide online practice tests and sample items in the test delivery system				December 2016		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						
Provide system manuals for the online test delivery platform that detail how to set up the system, how to deliver the tests, and sufficiently describes all features and accommodations				December 2016		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						

**Year 2 ELA and Math: July 1, 2016–June 30, 2017 — Component 2**

<b>ACTIVITY</b>				<b>MONTH/YEAR</b>		<b>TOTAL COST</b>
Provide online tools for schools to check that their computers meet minimum requirements to administer the assessments				December 2016		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						
Provide regional trainings on the test administration and test delivery systems				December 2016 - February 2017		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						
Maintain a help line for districts and schools prior to and for the duration of the testing window				December 2016 – June 2017		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						
Submit computer-based operational test forms for review and testing				January 2017		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						

**Year 2 ELA and Math: July 1, 2016–June 30, 2017 — Component 2**

<b>ACTIVITY</b>				<b>MONTH/YEAR</b>		<b>TOTAL COST</b>
Submit computer-based field test forms for review and testing				March 2017		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						
If included, provide computer-based operational test forms for download to a local, secure proctor caching server				1 week prior to the first day of the test administration window		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						
Deliver computer-based operational tests				March-April 2017		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						
Provide platform for schools and districts to score on computers at the schools' facilities student responses to CR items written on computers				March-May 2017		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						

**Year 2 ELA and Math: July 1, 2016–June 30, 2017 — Component 2**

ACTIVITY			MONTH/YEAR		TOTAL COST
If included, provide computer-based SAFT forms for download to a local, secure proctor caching server			1 week prior to the first day of the field test administration window		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs
b					
Deliver computer-based SAFTs			May-June 2017		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs
b					
Conduct Comparability Study of PBT vs. CBT and Prepare Report			May-June 2017		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs
b					
a	<b>Total for Year 2 CBT:</b>				
b	<b>Total for Year 2 CBT:</b>				

**Year 3 ELA and Math: July 1, 2017–June 30, 2018 — Component 2**

ACTIVITY			MONTH/YEAR		TOTAL COST
Provide minimum system requirements for test administration and test delivery platforms			July 2017		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs
b					
Provide system to create or update state, district, and school user accounts in the test administration platform			October 2017		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs
b					
Provide online tools for schools to check that their computers meet minimum requirements to administer the assessments			December 2017		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs
b					
Provide online practice tests and sample items in the test delivery system			December 2017		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs
b					

**Year 3 ELA and Math: July 1, 2017–June 30, 2018 — Component 2**

ACTIVITY				MONTH/YEAR		TOTAL COST
Provide system manuals for the online test delivery platform that detail how to set up the system, how to deliver the tests, and sufficiently describes all features and accommodations				December 2017		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						
Provide regional trainings on the test administration and test delivery systems				December 2017 - February 2018		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						
Maintain a help line for districts and schools prior to and for the duration of the testing window				December 2017 – June 2018		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						
Submit computer-based operational test forms for review and testing				January 2018		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						

**Year 3 ELA and Math: July 1, 2017–June 30, 2018 — Component 2**

<b>ACTIVITY</b>				<b>MONTH/YEAR</b>		<b>TOTAL COST</b>
Submit computer-based field test forms for review and testing				March 2018		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						
If included, provide computer-based operational test forms for download to a local, secure proctor caching server				1 week prior to the first day of the test administration window		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						
Deliver computer-based operational tests				March-April 2018		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						
Provide platform for schools and districts to score on computers at the schools' facilities student responses to CR items written on computers				March-May 2018		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						

**Year 3 ELA and Math: July 1, 2017–June 30, 2018 — Component 2**

<b>ACTIVITY</b>				<b>MONTH/YEAR</b>		<b>TOTAL COST</b>
If included, provide computer-based operational test forms for download to a local, secure proctor caching server				1 week prior to the first day of the SAFT administration window		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						
Deliver computer-based SAFTs				May-June 2018		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						
a	<b>Total for Year 3 CBT:</b>					
b	<b>Total for Year 3 CBT:</b>					

**Year 4 ELA and Math: July 1, 2018–June 30, 2019 — Component 2**

<b>ACTIVITY</b>				<b>MONTH/YEAR</b>		<b>TOTAL COST</b>
Provide minimum system requirements for test administration and test delivery platforms				July 2018		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						
Provide system to create or update state, district, and school user accounts in the test administration platform				October 2018		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						
Provide online tools for schools to check that their computers meet minimum requirements to administer the assessment				December 2018		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						
Provide online practice tests and sample items in the test delivery system				December 2018		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						

**Year 4 ELA and Math: July 1, 2018–June 30, 2019 — Component 2**

<b>ACTIVITY</b>				<b>MONTH/YEAR</b>		<b>TOTAL COST</b>
Provide system manuals for the online test delivery platform that detail how to set up the system, how to deliver the tests, and sufficiently describes all features and accommodations				December 2018		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						
Provide regional trainings on the test administration and test delivery systems				December 2018-February 2019		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						
Maintain a help line for districts and schools prior to and for the duration of the testing window				December 2018-June 2019		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						
Submit computer-based test operational test forms for review and testing				January 2019		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						

**Year 4 ELA and Math: July 1, 2018–June 30, 2019 — Component 2**

<b>ACTIVITY</b>				<b>MONTH/YEAR</b>		<b>TOTAL COST</b>
Submit computer-based test SAFT forms for review and testing				March 2019		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						
If included, provide computer-based operational and field test forms for download to a local, secure proctor caching server				1 week prior to the first day of the test administration window		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						
Deliver computer-based operational tests				March–April 2019		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						
Provide platform for schools and districts to score on computers at the schools' facilities student responses to CR items written on computers				March-May 2019		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						

**Year 4 ELA and Math: July 1, 2018–June 30, 2019 — Component 2**

<b>ACTIVITY</b>				<b>MONTH/YEAR</b>		<b>TOTAL COST</b>
If included, provide computer-based SAFT forms for download to a local, secure proctor caching server				1 week prior to the first day of the SAFT administration window		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						
Deliver computer-based SAFTs				May-June 2019		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						
a	<b>Total for Year 4 CBT:</b>					
b	<b>Total for Year 4 CBT:</b>					

<b>Year 5 ELA and Math: July 1, 2019–October 31, 2020 — Component 2</b>						
<b>ACTIVITY</b>				<b>MONTH/YEAR</b>		<b>TOTAL COST</b>
Provide minimum system requirements for test administration and test delivery platforms				July 2019		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						
Provide system to create or update state, district, and school user accounts in the test administration platform				October 2019		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						
Provide online tools for schools to check that their computers meet minimum requirements to administer the assessment				December 2019		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						
Provide online practice tests and sample items in the test delivery system				December 2019		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						

**Year 5 ELA and Math: July 1, 2019–October 31, 2020 — Component 2**

ACTIVITY				MONTH/YEAR		TOTAL COST
Provide system manuals for the online test delivery platform that detail how to set up the system, how to deliver the tests, and sufficiently describes all features and accommodations				December 2019		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						
Provide regional trainings on the test administration and test delivery systems				December 2019-February 2020		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						
Maintain a help line for districts and schools prior to and for the duration of the testing window				December 2019 – June 2020		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						
Submit computer-based operational test forms for review and testing				January 2020		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						

**Year 5 ELA and Math: July 1, 2019–October 31, 2020 — Component 2**

<b>ACTIVITY</b>				<b>MONTH/YEAR</b>		<b>TOTAL COST</b>
Submit computer-based SAFTs for review and testing				March 2020		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						
If included, provide computer-based operational test forms for download to a local, secure proctor caching server				1 week prior to the first day of the test administration window		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						
Deliver computer-based operational tests				March-April 2020		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						
Provide platform for schools and districts to score on computers at the schools' facilities student responses to CR items written on computers				March-May 2020		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						

**Year 5 ELA and Math: July 1, 2019–October 31, 2020 — Component 2**

<b>ACTIVITY</b>				<b>MONTH/YEAR</b>		<b>TOTAL COST</b>
If included, provide computer-based SAFT forms for download to a local, secure proctor caching server				1 week prior to the first day of the SAFT administration window		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						
Deliver computer-based SAFTs				May - June 2020		
a	Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Services	Other Costs	
b						
a	<b>Total for Year 5 CBT:</b>					
b	<b>Total for Year 5 CBT:</b>					

**Development of State Assessments in Elementary and Intermediate (Middle) Level English Language Arts (ELA) and Mathematics**

**Five Year Budget Summary for Additional Deliverables – Component 2  
July 1, 2015-October 31, 2020**

	<b>Year 1</b> 7/1/15-6/30/16	<b>Year 2</b> 7/1/16-6/30/17	<b>Year 3</b> 7/1/17-6/30/18	<b>Year 4</b> 7/1/18-6/30/19	<b>Year 5</b> 7/1/19-10/31/20	<b>Total</b>
a						
b						

The Financial Criteria portion of the RFP will be scored based upon the average of the Component 2a and Component 2b totals on this Five Year Budget Summary.

In the event that the amount proposed by the winning bidder for Component 2b exceeds the budgetary resources of NYSED, the Financial Criteria portion of the RFP will be recalculated using the total for Component 2a only. In that case, the awarded contract will be limited to the costs and school participation rates specified for Component 2a.

In the event that the amount proposed by the winning bidder for Component 2a exceeds the budgetary resources of NYSED, all scores for Component 2 will be excluded and NYSED will issue a contract solely contain Component 1.

<b>Vendor Signature</b>		<b>Date:</b>	
<b>Printed Name</b>			
<b>Title</b>			
<b>Company Name</b>			
<b>Company Address</b>			

**Subcontracting Form – Component 2  
New York State Education Department**

Development of State Assessments in Elementary and Intermediate (Middle)  
Level English Language Arts (ELA) and Mathematics Tests

Subcontracting For Year One — (July 1, 2015-June 30, 2016)

Name of Subcontractor	M/WBE	Work Description & Estimated Hours/Days	Projected Cost*

Indicate with an asterisk (\*) which subcontractors are M/WBE.

Total Subcontracting Cost	Total Project Budget	Percent of Subcontracting to Total Budget

Subcontracting (5 Years & 4 Months)	Total Year 1 7/1/15- 6/30/16	Total Year 2 7/1/16- 6/30/17	Total Year 3 7/1/17- 6/30/18	Total Year 7/1/18- 6/30/19	Total Year 5 7/1/19- 10/31/20	Grand Total Subcontracting For 5 Years & 4 Months
Percent of Subcontracting to Annual Budget						
Percent of Subcontracting allocated to M/WBE						

Subcontracting is limited to thirty percent (30%) of the annual contract budget.

---

\*Note that costs the vendor expects to pay to subcontractors must also be accounted for under "Total Purchased Services" in the Bid Form Cost Proposal.

**4. M/WBE SUBCONTRACTING/SUPPLIER FORM – Component 2**

New York State Education Department  
(Whole dollar figures only)

Title of RFP: \_\_\_\_\_

Bidder Name: \_\_\_\_\_

RFP #: \_\_\_\_\_

**M/WBE Purchases For Year One**

**Table 1-- Minority Business Enterprise (MBE)**

Name of Vendor	Type of Services or Supplies	Cost
<b>Total Year 1 MBE Costs</b>		
<b>Total Year 1 Budget</b>		
<b>Total Year 1 MBE Costs divided by Total Year 1 Budget (%)</b>		

**Table 2-- Women-Owned Business Enterprise (WBE)**

Name of Vendor	Type of Services or Supplies	Cost				
<b>Total Year 1 WBE Costs</b>						
<b>Total Year 1 Budget</b>						
<b>Total Year 1 WBE Costs divided by Total Year 1 Budget (%)</b>						
<b>M/WBE Purchases For Years 1-5</b>						
M/WBE Purchases (5 Years)	Year 1	Year 2	Year 3	Year 4	Year 5	Grand Total For 5 Years
<b>% MBE Purchases to Budget</b>						
<b>% WBE Purchases to Budget</b>						

# PACKAGE D. - M/WBE Documents

1. M/WBE COVER LETTER RFP # \_\_\_\_\_

## Minority & Woman-Owned Business Enterprise Requirements

NAME OF FIRM \_\_\_\_\_

In accordance with the provisions of Article 15-A of the NYS Executive Law, 5 NYCRR Parts 140-144, Section 163 (6) of the NYS Finance Law and Executive Order #8 and in fulfillment of the New York State Education Department (NYSED) policies governing Equal Employment Opportunity and Minority and Women-Owned Business Enterprise (M/WBE) participation, it is the intention of the New York State Education Department to provide real and substantial opportunities for certified Minority and Women-Owned Business Enterprises on all State contracts. It is with this intention the NYSED has assigned M/WBE participation goals to this contract.

In an effort to promote and assist in the participation of certified M/WBEs as subcontractors and suppliers on this project for the provision of services and materials, the bidder is required to comply with NYSED's participation goals through one of the three methods below. Please indicate which one of the following is included with the M/WBE Documents Submission.

- Full Participation – No Request for Waiver (PREFERRED)
- Partial Participation – Partial Request for Waiver
- No Participation – Request for Complete Waiver

By my signature on this Cover Letter, I certify that I am authorized to bind the Bidder's firm contractually.
Typed or Printed Name of Authorized Representative of the Firm
Typed or Printed Title/Position of Authorized Representative of the Firm
Signature/Date

**2. M/WBE 100 UTILIZATION PLAN**

**INSTRUCTIONS:** All bidders submitting responses to this procurement must complete this M/WBE Utilization Plan unless requesting a total waiver and submit it as part of their proposal. The plan must contain detailed description of the services to be provided by each Minority and/or Women-Owned Business Enterprise (M/WBE) identified by the bidder.

Bidder's Name \_\_\_\_\_ Telephone: \_\_\_\_\_

Address \_\_\_\_\_ Federal ID No.: \_\_\_\_\_

City, State, Zip \_\_\_\_\_ RFP No.: \_\_\_\_\_

Certified M/WBE	Classification (check all applicable)	Description of Work (Subcontracts/Supplies/Services)	Annual Dollar Value of Subcontracts/Supplies/Services
NAME ADDRESS CITY, ST, ZIP PHONE/E-MAIL FEDERAL ID No.	NYS ESD Certified  MBE _____  WBE _____  <input type="checkbox"/> For Profit <input type="checkbox"/> Not -For-Profit		\$ _____
NAME ADDRESS CITY, ST, ZIP PHONE/E-MAIL FEDERAL ID No.	NYS ESD Certified  MBE _____  WBE _____  <input type="checkbox"/> For Profit <input type="checkbox"/> Not -For-Profit		\$ _____

PREPARED BY (Signature) \_\_\_\_\_ DATE \_\_\_\_\_

**SUBMISSION OF THIS FORM CONSTITUTES THE BIDDER'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-1, 5 NYCRR PART 143 AND THE ABOVE REFERENCE SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR PROPOSAL DISQUALIFICATION.**

NAME AND TITLE OF PREPARER: \_\_\_\_\_ (print or type)

TELEPHONE/E-MAIL \_\_\_\_\_

DATE \_\_\_\_\_

REVIEWED BY _____	DATE _____
UTILIZATION PLAN APPROVED YES/NO _____	DATE _____
NOTICE OF DEFICIENCY ISSUED YES/NO _____	DATE _____
NOTICE OF ACCEPTANCE ISSUED YES/NO _____	DATE _____

**/WBE SUBCONTRACTORS AND SUPPLIERS**  
**3. M/WBE 102 NOTICE OF INTENT TO PARTICIPATE**

INSTRUCTIONS: Part A of this form must be completed and signed by the Bidder/Contractor unless requesting a total waiver. Parts B & C of this form must be completed by MBE and/or WBE subcontractors/suppliers. The bidder/contractor must submit a separate M/WBE Notice of Intent to Participate form for each MBE or WBE as part of the proposal.

Bidder Name: \_\_\_\_\_ Federal ID No.: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ E-mail: \_\_\_\_\_  
\_\_\_\_\_  
Signature of Authorized Representative of Bidder's Firm      Print or Type Name and Title of Authorized Representative of Bidder's Firm  
Date: \_\_\_\_\_

**PART B - THE UNDERSIGNED INTENDS TO PROVIDE SERVICES OR SUPPLIES IN CONNECTION WITH THE ABOVE PROCUREMENT:**

Name of M/WBE: \_\_\_\_\_ Federal ID No.: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_ E-mail: \_\_\_\_\_

**BRIEF DESCRIPTION OF SERVICES OR SUPPLIES TO BE PERFORMED BY MBE OR WBE:**

**DESIGNATION:**     MBE Subcontractor     WBE Subcontractor     MBE Supplier     WBE Supplier

**PART C - CERTIFICATION STATUS (CHECK ONE):**

The undersigned is a certified M/WBE by the New York State Division of Minority and Women-Owned Business Development (MWBD).  
 The undersigned has applied to New York State's Division of Minority and Women-Owned Business Development (MWBD) for M/WBE certification.

**THE UNDERSIGNED IS PREPARED TO PROVIDE SERVICES OR SUPPLIES AS DESCRIBED ABOVE AND WILL ENTER INTO A FORMAL AGREEMENT WITH THE BIDDER CONDITIONED UPON THE BIDDER'S EXECUTION OF A CONTRACT WITH THE NEW YORK STATE EDUCATION DEPARTMENT.**

The estimated dollar amount of the agreement \$ \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative of M/WBE Firm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name and Title of Authorized Representative

**4. EEO100 - EQUAL EMPLOYMENT OPPORTUNITY - STAFFING PLAN AND INSTRUCTIONS**

**Instructions on Page 2**

Bidder Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Federal ID No.: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

RFP No: \_\_\_\_\_

Report includes:

Reporting Entity: \_\_\_\_\_

Work force to be utilized on this contract

Contractor

Contractor/Subcontractor's total work force

Subcontractor - Name: \_\_\_\_\_

**Enter the total number of employees in each classification in each of the EEO-Job Categories identified.**

EEO - Job Categories	Total Work Force	Race/Ethnicity - report employees in only one category																	
		Hispanic or Latino		Not-Hispanic or Latino															
				Male											Female				
		Male	Female	White	African-American or Black	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races	Disabled	Veteran	White	African-American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races	Disabled	Veteran
Executive/Senior Level Officials and Managers																			
First/Mid-Level Officials and Managers																			
Professionals																			
Technicians																			
Sales Workers																			
Administrative Support Workers																			
Craft Workers																			
Operatives																			
Laborers and Helpers																			
Service Workers																			
TOTAL																			

PREPARED BY (Signature): \_\_\_\_\_

DATE : \_\_\_\_\_

NAME AND TITLE OF PREPARER: \_\_\_\_\_  
(print or type)

TELEPHONE/EMAIL: \_\_\_\_\_

**EEO 100**

## STAFFING PLAN INSTRUCTIONS

General Instructions: All Bidders and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (EEO 100) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's or subcontractor's total work force, the Bidder shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's or subcontractor's total work force, the Bidder shall complete this form for the contractor's or subcontractor's total work force.

### Instructions for Completing:

1. Enter the RFP number that this report applies to, along with the name, address, and federal ID number of the Bidder.
2. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Bidder's total work force.
3. Check off the appropriate box to indicate if the Bidder completing the report is the contractor or subcontractor.
4. Enter the total work force by EEO job category.
5. Break down the total work force by gender and race/ethnic background and enter under the heading Race/Ethnicity. Contact the Designated Contact(s) for the solicitation if you have any questions.
6. Enter the name, title, phone number and/or email address for the person completing the form. Sign and date the form in designated areas.

## RACE/ETHNIC IDENTIFICATION

For purposes of this form NYSED will accept the definitions of race/ethnic designations used by the federal Equal Employment Opportunity Commission (EEOC), as those definitions are described below or amended hereafter. (Be advised these terms may be defined differently for other purposes under NYS statutory, regulatory, or case law). Race/ethnic designations as used by the EEOC do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. The race/ethnic categories for this survey are:

- **Hispanic or Latino** - A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.
- **White (Not Hispanic or Latino)** - A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.
- **Black or African American (Not Hispanic or Latino)** - A person having origins in any of the black racial groups of Africa.
- **Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino)** - A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **Asian (Not Hispanic or Latino)** - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- **American Indian or Alaska Native (Not Hispanic or Latino)** - A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.
- **Two or More Races (Not Hispanic or Latino)** - All persons who identify with more than one of the above five races.
- **Disabled** - Any person who has a physical or mental impairment that substantially limits one or more major life activity; has a record of such an impairment; or is regarded as having such an impairment
- **Vietnam Era Veteran** - a veteran who served at any time between and including January 1, 1963 and May 7, 1975.

EEO 100

## 5. MWBE 105 - 5 NYCRR 142.8 CONTRACTOR'S GOOD FAITH EFFORTS

- (a) The contractor must document its good faith efforts toward meeting certified minority- and women-owned business enterprise utilization plans by providing, at a minimum:
- (1) Copies of its solicitations of certified minority- and women-owned business enterprises and any responses thereto;
  - (2) If responses to the contractor's solicitations were received, but a certified minority- or woman-owned business enterprise was not selected, the specific reasons that such enterprise was not selected;
  - (3) Copies of any advertisements for participation by certified minority- and women-owned business enterprises timely published in appropriate general circulation, trade and minority- or women-oriented publications, together with the listing(s) and date(s) of the publication of such advertisements;
  - (4) Copies of any solicitations of certified minority- and/or women-owned business enterprises listed in the directory of certified businesses;
  - (5) The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the State agency awarding the State contract, with certified minority- and women-owned business enterprises which the State agency determined were capable of performing the State contract scope of work for the purpose of fulfilling the contract participation goals;
  - (6) Information describing the specific steps undertaken to reasonably structure the contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified minority- and women-owned business enterprises.
- (b) In addition to the information provided by the contractor in paragraph (a) above, the State agency may also consider the following to determine whether the contractor has demonstrated good faith efforts.
- (1) whether the contractor submitted an alternative utilization plan consistent with the subcontract or supplier opportunities in the contract;
  - (2) the number of certified minority- and women-owned business enterprises in the region listed in the directory of certified businesses that could, in the judgment of the State agency, perform work required by the State contract scope of work;
  - (3) The actions taken by the contractor to contact and assess the ability of certified minority- and women-owned business enterprises located outside of the region in which the State contract scope of work is to be performed to participate on the State contract;
  - (4) whether the contractor provided relevant plans, specifications or terms and conditions to certified minority- and women-owned business enterprises sufficiently in advance to enable them to prepare an informed response to a contractor request for participation as a subcontractor or supplier;
  - (5) the terms and conditions of any subcontract or provision of suppliers offered to certified minority- or women-owned business enterprises and a comparison of such terms and conditions with those offered in the ordinary course of the contractor's business and to other subcontractors or suppliers of the contractor;
  - (6) whether the contractor offered to make up any inability to comply with the certified minority- and women-owned business enterprises goals in the subject State contract in other State contracts being performed or awarded to the contractor; and
  - (7) any other information that is relevant or appropriate to determining whether the contractor has demonstrated a good faith effort.

**M/WBE CONTRACTOR UNAVAILABLE CERTIFICATION**

RFP#/PROJECT NAME \_\_\_\_\_

I, \_\_\_\_\_  
 (Authorized Representative) (Title) (Bidder's Company)

\_\_\_\_\_  
 (Address) (Phone) ( )

I certify that the following New York State Certified Minority/Women Business Enterprises were contacted to obtain a quote for work to be performed on the abovementioned project/contract.

List of date, name of M/WBE firm, telephone/e-mail address of M/WBEs contacted, type of work requested, estimated budgeted amount for each quote requested.

<u>DATE</u>	<u>M/WBE NAME</u>	<u>PHONE/EMAIL</u>	<u>TYPE OF WORK</u>	<u>BUDGET</u>	<u>REASON</u>
1.					
2.					
3.					
4.					
5.					

To the best of my knowledge and belief, said New York State Certified Minority/Women Business Enterprise contractor(s) was/were not selected, unavailable for work on this project, or unable to provide a quote for the following reasons: Please check appropriate reasons given by each MBE/WBE firm contacted above.

- \_\_\_\_\_ **A.** Did not have the capability to perform the work
- \_\_\_\_\_ **B.** Contract too small
- \_\_\_\_\_ **C.** Remote location
- \_\_\_\_\_ **D.** Received solicitation notices too late
- \_\_\_\_\_ **E.** Did not want to work with this contractor
- \_\_\_\_\_ **F.** Other (give reason) \_\_\_\_\_

\_\_\_\_\_  
**Authorized Representative Signature**      **Date**      **Print Name**



**6. M/WBE 101 - REQUEST FOR WAIVER FORM AND INSTRUCTIONS**

<b>BIDDER/CONTRACTOR NAME:</b>	<b>TELEPHONE:</b>
<b>ADDRESS:</b>	<b>EMAIL:</b>
<b>CITY, STATE, ZIPCODE:</b>	<b>FEDERAL ID NO.:</b>
	<b>RFP#/CONTRACT NO.:</b>

**INSTRUCTIONS:** By submitting this form and the required information, the bidder/contractor certifies that Good Faith Efforts have been taken to promote M/WBE participation pursuant to the M/WBE goals set forth under this RFP/Contract.  
Please see Page 2 for additional requirements and document submission instructions.

<b>BIDDER/CONTRACTOR IS REQUESTING (check all that apply):</b>	
<input type="checkbox"/> <b>MBE Waiver</b> - A waiver of the MBE goal for this procurement is requested. <input type="checkbox"/> <b>Total</b> <input type="checkbox"/> <b>Partial</b> _____%	<input type="checkbox"/> <b>WBE Waiver</b> - A waiver of the WBE goal for this procurement is requested. <input type="checkbox"/> <b>Total</b> <input type="checkbox"/> <b>Partial</b> _____%
<input type="checkbox"/> <b>Waiver Pending ESD Certification</b> (check here if subcontractor or supplier is not certified M/WBE, but an application for certification has been filed with Empire State Development)	
Subcontractor/Supplier Name: _____ Date of application filing: _____	

PREPARED BY (*Signature*): \_\_\_\_\_ DATE: \_\_\_\_\_

**SUBMISSION OF THIS FORM CONSTITUTES THE BIDDER/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR PROPOSAL DISQUALIFICATION.**

<b>NAME OF PREPARER:</b>	<b>FOR AUTHORIZED USE ONLY</b>
<b>TITLE OF PREPARER:</b>	<b>REVIEWED BY:</b> _____ <b>DATE:</b> _____
<b>TELEPHONE:</b>	<b>WAIVER GRANTED</b> <input type="checkbox"/> <b>YES</b> <input type="checkbox"/> <b>NO</b> <input type="checkbox"/> <b>TOTAL WAIVER</b> <input type="checkbox"/> <b>PARTIAL WAIVER</b> <input type="checkbox"/> <b>ESD CERTIFICATION WAIVER</b> <input type="checkbox"/> <b>NOTICE OF DEFICIENCY</b> <input type="checkbox"/> <b>CONDITIONAL WAIVER</b>
<b>EMAIL:</b>	<b>COMMENTS:</b> _____ <b>DATE:</b> _____

## REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS

**When completing the Request for Waiver Form, please check all boxes that apply. To be considered, the Request for Waiver Form must be accompanied by documentation for items 1-11, as listed below. If a Waiver Pending ESD Certification is requested, please see Item 11 below. Copies of the following information and all relevant supporting documentation must be submitted along with the request.**

1. A statement setting forth your basis for requesting a partial or total waiver.
2. The names of general circulation, trade association, and M/WBE-oriented publications in which you solicited certified M/WBEs for the purposes of complying with your participation goals.
3. A list identifying the date(s) that all solicitations for certified M/WBE participation were published in any of the above publications.
4. A list of all certified M/WBEs appearing in the NYS Directory of Certified Firms that were solicited for purposes of complying with your certified M/WBE participation levels.
5. Copies of notices, dates of contact, letters, and other correspondence as proof that solicitations were made in writing and copies of such solicitations, or a sample copy of the solicitation if an identical solicitation was made to all certified M/WBEs.
6. Provide copies of responses made by certified M/WBEs to your solicitations.
7. Provide a description of any contract documents, plans, or specifications made available to certified M/WBEs for purposes of soliciting their bids and the date and manner in which these documents were made available.
8. Provide documentation of any negotiations between you, the Bidder/Contractor, and the M/WBEs undertaken for purposes of complying with the certified M/WBE participations goals.
9. Provide any other information you deem relevant which may help us in evaluating your request for a waiver.
10. Provide the name, title, address, telephone number and email address of the Bidder/Contractor's representative authorized to discuss and negotiate this waiver request.
11. Copy of notice of application receipt issued by Empire State Development (ESD).

**NOTE: Unless a Total Waiver has been granted, Bidder/Contractor will be required to submit all reports and documents pursuant to the provisions set forth in the procurement and/or contract, as deemed appropriate by NYSED, to determine M/WBE compliance.**

## **PACKAGE E. - CD-ROM**

Two CD-ROM copies containing technical/cost proposal, M/WBE and Submission Documents.