

6. Attachments (REVISED 3-28-2017)

Attachment A: Security Guidelines for the New York State Assessment Program

1. Staff of NYSED and of contractors working with the Office of State Assessment who are responsible for transporting, receiving, or handling secure test materials or confidential data, distributing such materials to consultants, work groups, and committees, and/or coordinating and overseeing related activities with consultants must be provided appropriate guidance 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 contractor 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 an unattended hotel conference room.
3. Contractors must discuss with their NYSED contact person and receive prior approval of arrangements for delivery and storage of secure materials to locations other than NYSED or the contractor's place of business.
4. Contractors must make arrangements for the secure destruction of any secure materials used during the contract process of which they wish to dispose.
5. The contractor's security procedures will include shipment of all tests in NYSED's locked boxes. The locked containers will be provided to the contractor by NYSED. When shipping of all non-secure test materials, the contractor must use a carrier with ground-tracking capability, to test centers and to NYSED, whenever shipment of printed materials is necessary. The contractor, may not utilize electronic transfer to ship individual student information or any secure test materials, unless as authorized by NYSED on a case-by-case basis. Electronic transfer includes transfer via e-mail, Internet, or facsimile (FAX).
6. Secure materials may never be emailed or faxed. If there appears to be a compelling reason to do so, prior approval must be obtained in writing from the NYSED Office of State Assessment.
7. The contractor will host and maintain a secure file transfer protocol (SFTP) site as a means of file transfer. Access to the New York State test information on the site must be limited to the contractor and NYSED unless further sharing with other parties is authorized in writing by NYSED.
8. Photocopying of secure or confidential material must be undertaken with care. Paper jams may result in paper containing secure or confidential materials being lodged in the copier and later discovered by another user. Extreme caution must be used. The contractor's plan for photocopying must be approved by NYSED.
9. The contractor will require all staff and consultants who review secure materials, including but not limited to secure test questions, scoring materials, and related materials that reference secure test questions, or confidential data, must sign a Non-Disclosure Agreement (NDA) to be provided by NYSED. The contractor must retain the signed forms for at least one year beyond the end date of the contract, and promptly submit the signed forms to NYSED upon request.

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Attachment B: Non-Disclosure Agreement

**NON-DISCLOSURE AGREEMENT
New York State Education Department
Office of State Assessment**

Name: _____

Title: _____

Organization: _____

Examination Title(s): _____

Type of work to be performed: _____

Date(s) of work to be performed: _____

The purpose of all New York State assessments is to provide a fair and equitable assessment system that reliably measures the State learning standards. The expert opinions of consultants, educational organizations, and test development companies are vital to guiding our continuing efforts to develop fair, valid, and reliable State assessments that measure what each student knows and can do. Because you will have access to secure and/or confidential materials as part of your participation in the test development process, you also have the responsibility to assist the Office of 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 ("Department"). I acknowledge that such secure and confidential information includes many items, including but not limited to the following information types:

- a) all oral or written information in draft or final form relating to the development, review and/or scoring of a New York State Assessment, including operational tests, field tests, and pretests;
- b) all test items or test forms, whether in draft or final form, prior to public release by the Department;
- c) all test data and statistical analyses, whether provided to me by OSA or developed by me or my organization, prior to public release by the Department;
- d) any reports, prior to public release by the Department;
- e) the results of any analyses or studies, whether provided to me by OSA or developed by me or my organization, prior to public release by the Department;
- f) any individual student data or information; and
- g) any other confidential information that has not been made available to the general public by the Department.

By signing this agreement, I agree to maintain and honor the security of test materials, test data, and confidential student information and to abide by the following security restrictions:

- 1) I agree not to disclose any secure or confidential materials, including test questions, test data, individual student information, or technical reports, whether in draft or final form, to anyone other than OSA staff or other person(s) participating in the work described above, unless specifically authorized to do so by OSA. I also agree not to disclose such materials to any Department staff other than OSA staff without the prior permission of OSA.

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- 2) If I am responsible for supervising other staff or subcontractors, I agree to limit the access and use of secure and confidential materials to only those individuals who have a legitimate need to access such materials in order to perform the work described above.
- 3) I agree to provide appropriate training, guidance, and oversight to any staff or subcontractors under my supervision who may work with secure or confidential materials in order to maintain the security of such materials.
- 4) I agree to follow all guidelines and instructions provided by OSA regarding the transfer of the secure and confidential materials in my possession. Such transfer may include secure electronic transfer using encrypted files, shipment of materials using a carrier with ground tracking capabilities, and/or the use of locked boxes when shipping. At no time will I transfer or store any secure and confidential materials in a location other a secure area within my organization's facility without the authorization of OSA.
- 5) Upon completion of the work described above, I agree to securely store, destroy, or return all secure and confidential materials provided to or prepared by me, including all copies thereof and all notes prepared by me, in accordance with the instructions given to me by OSA.
- 6) I understand that secure and confidential materials are not to be copied or duplicated in any way, shared with or discussed with anyone other than OSA staff or other person(s) participating in the work described above, unless specifically authorized to do so by OSA.
- 7) I agree to immediately report to OSA if I learn of or suspect any potential misuse of secure and confidential information.

Ownership and Return of Secure Test Materials and Test Data

All secure test materials and test data are the property of the Department, including all materials prepared by me in the course of my participation in the work described above. All such materials prepared by me are being commissioned by the Department and shall be works made for hire as defined by the United States Copyright Law. In the event that such materials prepared by me are deemed not to be works made for hire, I hereby assign to the Department any and all right, title and interest I may have, including but not limited to any copyright, in the work commissioned by the Department.

I, _____, have read the non-disclosure agreement above and agree to abide by the security restrictions and ownership provisions described herein.

Please Print: Signature: _____
Date: _____
Name: _____
Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: (_____) _____
E-mail: _____

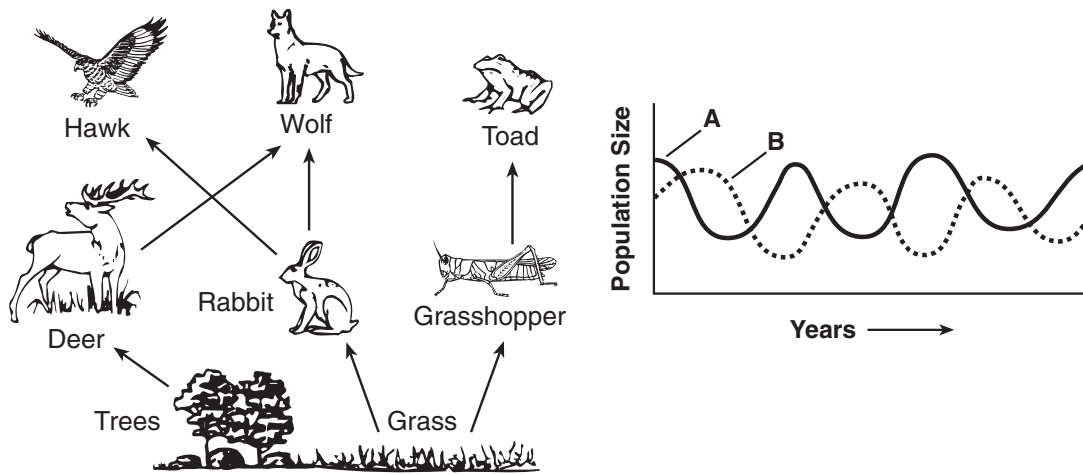
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Attachment C: Test Sample Pages (This section has been REVISED 3-28-2017)

Each vendor submitting a proposal for this RFP, is required to submit with Package B—Technical Proposal, test sample pages, **consisting of** 1 page each of **Living Environment**, Global History and Geography, and Mathematics transcribed by the vendor, under the rules of EBAE and UEB. **The three, one page samples are found on the next three pages.** For additional details see §2. *Submission* and §3. *Evaluation Criteria and Method of Award.*

This space intentionally left blank.

Base your answers to questions 47 through 49 on the food web and graph below and on your knowledge of biology. The graph represents the interaction of two different populations, A and B, in the food web.

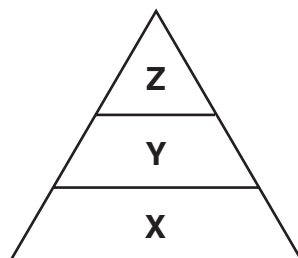


47 Population A is made up of living animals. The members of population B feed on these living animals. The members of population B are most likely

- (1) scavengers
- (2) autotrophs
- (3) predators
- (4) parasites

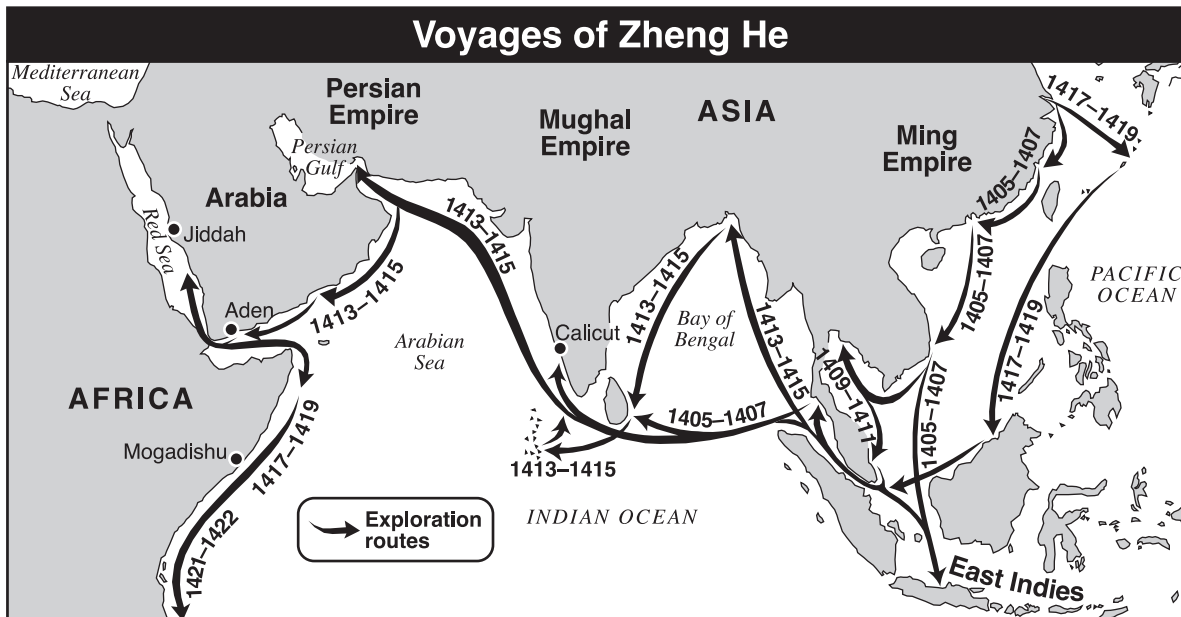
48 Identify one heterotroph from the food web that could be a member of population A. [1]

49 An energy pyramid is shown below.



Identify one organism shown in the food web that would be found at level X. [1]

Base your answers to questions 8 and 9 on the map below and on your knowledge of social studies.



Source: Elisabeth Gaynor Ellis and Anthony Esler, *World History, Connections to Today*, Prentice Hall (adapted)

8 The map shows that on his voyages, Zheng He explored

- (1) both the Pacific and the Atlantic Oceans
- (2) at the same time as the Spanish explorers
- (3) lands in the Western Hemisphere
- (4) Arabia and the east coast of Africa

9 One result of the voyages of Zheng He was that

- (1) Chinese merchants began trading with Africa
- (2) Christian missionaries arrived in China
- (3) Indian artisans showed the Chinese how to make Ming porcelain
- (4) China set up colonies in Europe

10 Many achievements of Islamic civilization reached European society by way of the

- (1) Crusades and eastern Mediterranean trading networks
- (2) merchant guilds and the Industrial Revolution
- (3) Middle Passage and the Columbian Exchange
- (4) conquests of the Germanic tribes and trade along the Silk Road

11 Prior to the Protestant Reformation, the medieval church in western Europe was criticized for

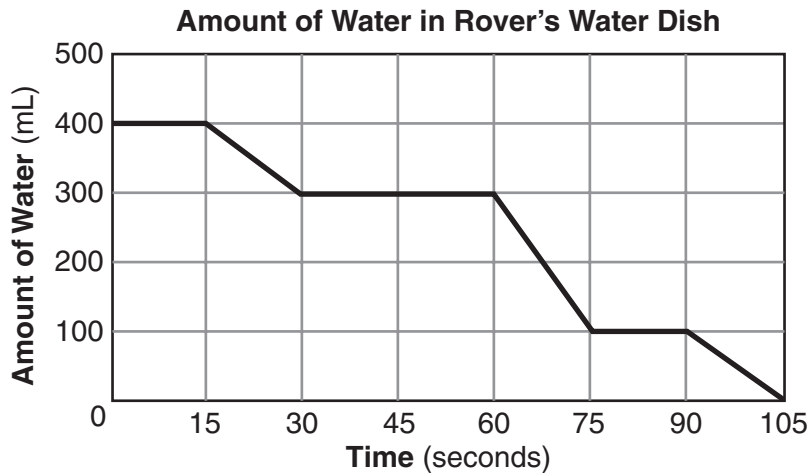
- (1) sponsoring explorations to the Middle East
- (2) allowing the Bible to be printed and distributed to the people
- (3) being too concerned with worldly power and riches
- (4) refusing to sell indulgences to peasants

Use this space for computations.

9 What are the coordinates of P' , the image of $P(-4,0)$ under the translation $(x - 3, y + 6)$?

- (1) $(-7,6)$ (3) $(1,6)$
(2) $(7,-6)$ (4) $(2,-3)$

10 The accompanying graph shows the amount of water left in Rover's water dish over a period of time.



How long did Rover wait from the end of his first drink to the start of his second drink of water?

- (1) 10 sec (3) 60 sec
(2) 30 sec (4) 75 sec

11 Which inequality is represented in the accompanying graph?



- (1) $-3 \leq x < 4$ (3) $-3 < x < 4$
(2) $-3 \leq x \leq 4$ (4) $-3 < x \leq 4$

12 The ratio of Tariq's telephone bill to Pria's telephone bill was 7:5. Tariq's bill was \$14 more than Pria's bill. What was Tariq's bill?

- (1) \$21 (3) \$35
(2) \$28 (4) \$49