Department of Education

Dennis M. Walcott, *Chancellor*

REQUEST FOR PROPOSALS

No.

RFP # R0911

Title:

PERIODIC ASSESSMENT PROGRAM

Sealed proposals should be sent to NYC Department of Education, 65 Court Street, Room 1201, Attn: Bid Unit/Vendor Resources, Brooklyn, New York 11201

Due: 1:00 P.M. ET On: April 23, 2012

PROPOSALS MUST BE RECEIVED NO LATER THAN THE ABOVE DUE DATE AND TIME

PRE-PROPOSAL CONFERENCE WILL BE HELD ON:
March 22, 2012 at 11:30 A.M. ET, located at Brooklyn Borough Hall, Courtroom, 209 Joralemon St., Brooklyn, NY 11201.

Please bring a copy of the RFP with you to the Pre-proposal Conference.

FOR ADDITIONAL PROCUREMENT INFORMATION SEE OUR WEBSITE: http://schools.nyc.gov/dcp

EACH ENVELOPE SUBMITTED MUST BE LABELED AND EVERY LABEL MUST REFERENCE THE RFP NUMBER (R0911)

Vendor Hotline 718-935-2300

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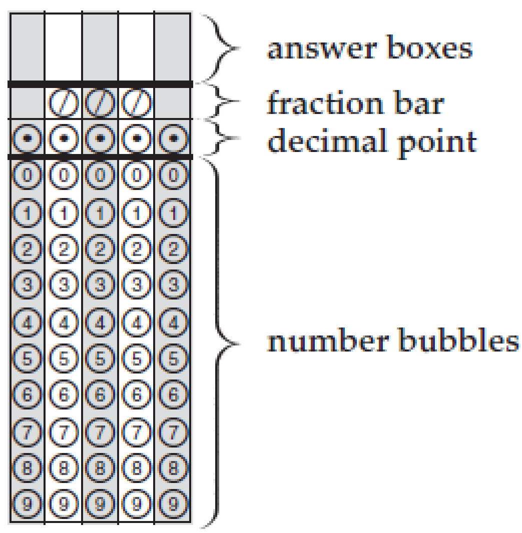
FOR THE PURPOSES OF THIS DOCUMENT THE TERM "RFP" IS USED TO DEFINE THE METHOD OF SOLICITATION USED. THE TERMS "WE," "US," OR "OUR" SHALL MEAN THE NEW YORK CITY DEPARTMENT OF EDUCATION (NYCDOE), AND "YOU" OR "YOUR" SHALL MEAN THE ENTITY SUBMITTING THE PROPOSAL TO THE NYCDOE. ALTHOUGH THIS AGENCY IS BEING REFERRED TO AS THE NYCDOE, FOR CONTRACT AND INSURANCE PURPOSES, THE AGENCY IS STILL THE BOARD OF EDUCATION AND THEREFORE THE CONTRACTS AND INSURANCE CERTIFICATES MUST STILL REFERENCE THE BOARD OF EDUCATION OF THE CITY OF NEW YORK.

DEFINITIONS OF KEY TERMS USED IN THIS RFP

Term	Definition
Administration	The period of time when the assessment is given.
ARIS	Achievement Reporting and Innovation System – NYCDOE's data reporting system.
Align/Alignment (to standards)	Ensure that assessment items (and any other related content) are consistent with, and have a direct relationship to, the knowledge and skills delineated in the Common Core Learning Standards and the New York State Standards.
Answer Document	Paper containing student responses to assessment items including machine-scorable to open-ended items.
Assessment (also, Test)	A method of measuring a student's understanding of concepts and/or skills via an objective metric or set of metrics.
Assessment Development	Development and compilation of specific assessment items aligned to the Common Core and New York State Standards based on blueprints.
Assessment Form (also, Test Form or Form)	An item or set of items that comprise a unique assessment. Individual forms may contain content (an item or items, passages, etc) existing on other forms; the assessment's uniqueness is defined by a series of characteristics including audience, intended administration year, etc.
Central DOE Staff	Employees of the New York City Department of Education tasked with supporting the work of assessment but who are not based in schools or in network offices.
Cluster	A level of organization within the NYCDOE. Schools are organized into 60 networks and 6 clusters.
Common Core Learning Standards (CCLS) or Common Core State Standards (CCSS)	The Common Core Learning Standards define what students are expected to learn at each grade level and as they progress to the next grade. The standards are designed to reflect the knowledge and skills that students need in order to succeed in college and/or in their chosen careers. The standards are intended to prepare students to participate successfully in the global economy. New York State has adopted the Common Core Learning Standards. They encompass all of the Common Core Standards and include additional standards specific to New York State. Proposers should consider the NYSCCLS for alignment in place of the Common Core Standards. See: http://www.p12.nysed.gov/ciai/common_core_standards/
Computer Adaptive	Form of assessment delivered by computer where different items are selected for examinees based on their responses to previous assessment items. The test adapts to the

Term	Definition
	examinee's level and provides data about his or her strengths and weaknesses in relation to the standards assessed.
Component 1 (of the RFP)	Assessment content.
Component 2 (of the RFP)	Assessment technology.
Comprehension Assessments	Activities that provide educators with actionable information regarding student proficiency with a particular text or text type (e.g. level of difficulty or format).
Content (for tests)	Items related to subject matter and aligned to standards to be assessed.
Content Area	Subject area (e.g., English Language Arts, Mathematics, Science, Social Studies, etc.)
Curriculum	Content to be taught in school, specific to each grade and content area, and decided by educators at the school level.
Customized Assessments	Assessments created by educators within the assessment and reporting platform.
Data Reporting	Display of results and/or analysis of student responses to assessment.
Differential Item Functioning Analysis	Differential Item Functioning (DIF) Analysis is statistical procedures that is based on the assumption that test takers, regardless of ethnicity or other group membership, have similar knowledge and perform similarly on individual items.
District 75	District 75 provides citywide educational, vocational, and behavior support programs for students who are on the autism spectrum, have significant cognitive delays, are severely emotionally challenged, sensory impaired and/or multiply disabled. District 75 consists of 56 school organizations, home and hospital instruction and vision and hearing services. District 75 schools and programs are located at more than 310 sites in the Bronx, Brooklyn, Manhattan, Queens, Staten Island and Syosset, New York.
Distributed Scoring	A system to scan student responses to assessment items and provide the means for teachers to score the responses electronically.
End of Course Diagnostic Assessment	End of Course Diagnostic assessments are machine scorable assessments that align with the PARCC end of course assessments in content, design and structure. These assessments, given once a year, are intended to provide students and teachers with formative, CCLS-aligned data in advance of the PARCC assessments they are aligned to.
FERPA	The Family Educational Rights and Privacy Act (FERPA).

Term	Definition
	(20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. For more information visit: http://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html
Force Scoring	Takes the results of students with unscored open-ended items and generates a score using only the multiple-choice questions.
Formative Assessment	Diagnostic assessment used by an educator to gain understanding of what students know and do not know in order to adjust instruction with appropriate teaching strategies to promote learning.
Grade-span	Specific number of grades in a set, for instance, grades 3 – 6.
Grid-in Items	Grid-in items are also referred to as Gridded Response items. These are items in which the students record their answers in an answer grid and fill in the bubble under each letter or symbol so that the student generated response is machine-scorable. See below: 
High Leverage	Refers to any standards within the CCLS which are prioritized for instruction and assessment and are likely to have the greatest impact on student achievement in critical thinking, analysis, application of learning and problem solving (skills critical to College and Career readiness) across content areas and grade levels. High leverage standards may be defined by an individual teacher, school, district, NYSED, or external organization (i.e.; PARCC).

Term	Definition
IEP	Individualized Education Plan; students with diagnosed learning disabilities are legally required to have an IEP.
Implement/Implementation (for assessments)	The execution of a set of actions related to delivering, administering, gathering, scoring and delivery of assessment results (for the purpose of reporting those results and facilitating instructional next steps).
Independent Task	A type of Performance-based Assessment (or Performance Assessment or Performance Task) that is largely unscaffolded (see definition for "scaffolded task") and intended to assess independent and individual student learning; usually happens before instruction (as a diagnostic pre-task) or after instruction (to assess student mastery of related content [post-task]). An independent task can include a series of prompts and/or can be comprised of a constellation of tasks. A scaffolded task will frequently culminate in an Independent Task.
IRT	Item Response Theory.
Item	Prompts or questions on an assessment that require a student's response.
Item Development (also, Question or Prompt)	Creation of assessment items and required supports (i.e. scaffolds, scoring rubrics, etc.) aligned to the Common Core and New York State Standards. The item development process may be done in collaboration with personnel from NYCDOE and/or school-based staff.
Longitudinal Reporting	Reporting containing assessment results over multiple assessment administrations years of school attendance. Longitudinal reporting allows for comparisons over time; comparisons could include growth by a standard or standards or from one assessment to another.
Multiple Solution Pathways	In math, representing that there are multiple ways to solve a particular item.
Machine-scorable	Items that can be scored by a machine including selected response and grid-in items. Non-machine scorable items sometimes include open-ended response.
NAEP	National Assessment of Educational Progress.
NCLB	No Child Left Behind.
Networks	Designation of the organization of the NYCDOE. Each school belongs to a network. There are 60 networks organized into 6 clusters.
Norm	The average performance in a test population with specific demographic characteristics (e.g., age, ethnicity, school, grade, etc.)

Term	Definition
Norming	The statistical process of constructing norms. After a test has been administered to a representative sample, the combined scores of the students to whom the assessment has been administered are standardized.
NYCDOE	New York City Department of Education.
NYS Learning Standards	New York State Learning Standards: For detailed information about the New York State Learning Standards, please refer to the following link: http://www.emsc.nysed.gov/ciai/pub/standards.pdf.
Open-ended Response	An answer to an assessment item or prompt which requires the student to write a short or extended response rather than select from an existing set of multiple choice responses.
Online Assessment	Any assessment delivered electronically rather than by paper and pencil.
PARCC	Partnership for the Assessment of Readiness for College and Careers.
Paper and Pencil Administration	An assessment in which responses are written on paper with pencil.
Performance-based Assessment or Performance Assessment or Performance Task	An assessment comprised of one or multiple items which collectively require a student to demonstrate critical thinking or solve a real-world problem. Performance based assessments may have more than one correct answer.
Periodic Assessment Program	NYCDOE no-stakes, interim assessment program. Historically, the Periodic Assessment (PA) program has included a portfolio of materials and resources provided to educators to support a culture of assessment and data driven instruction. Periodic assessments may also be commonly referred to as interim assessments or formative assessments.
Proposer	Entity submitting a proposal for this request for proposals.
Reading Level	Lexile ranges referenced in Appendix A of the CCSS.
Reliability	The consistency of the assessment scores.
Response	An answer directly related to a specific assessment item.
Rubric	A criterion-based marking system to evaluate student responses to assessment items.
Scaffolded Task (or Instructional Task)	A Performance-based Assessment (or Performance Assessment or Performance Task) that exists as part of an instructional/curricular unit. Scaffolded tasks may be largely indistinguishable from classroom activities and other aspects of instruction in that they are used throughout a unit to reinforce what is being taught. Scaffolded tasks may

Term	Definition
	culminate in an Independent Task, which would be used to determine student mastery and synthesis of the skills included in the Scaffolded Task.
Scan/Scanning	The process of digitally collecting information from answer documents including the responses to machine-scorable items or, with non-machine-scorable responses, electronic images of paper answer documents.
School Interoperability Framework (SIF)	A data-sharing open specification for K-12 academic institutions. The specification is composed of two parts: 1) an XML specification for modeling educational data, and 2) a Service-Oriented Architecture (SOA) specification for sharing that data between institutions.
School Year	Period of time when school is in session, typically crossing two different calendar years. For instance, the current School Year is 2011-2012.
School-Term-Course or Code-Section	The nomenclature used for courses and classes in high schools and some middle schools that offer high school level courses.
Score or Scoring System	Method and/or system by which responses are evaluated and delivered.
Selected Response Item	Selected Response items consist of a stem and several response options. The stem asks a question or is an incomplete statement; the response options contain one correct answer and several incorrect distracters.
Standards-based	Alignment to CCLS and/or NYS standards; the ability to measure student performance based on a set of expectations defined by those standards.
Student growth	Change in performance from one year to another.
Test Security	The process of ensuring that tests and assessment items are available only when appropriate, and to only those parties requiring access. Test security regulations for NYS tests are provided by NYSED; NYCDOE would define test security requirements for Periodic Assessments.
Universal Access	The process of ensuring that a diversity of people including those with disabilities are able to approach and respond to assessment items.
Validity	The degree to which a score accurately represents the construct or characteristic it is said to measure.
Vendor	Entity or organization that was a successful proposer under the RFP.

SECTION 1 PROGRAM SUMMARY AND BACKGROUND OF THE REQUEST FOR PROPOSALS

1.1 PROGRAM SUMMARY

The New York City Department of Education ("NYCDOE"), on behalf of the Division of Academics, Performance and Support ("DAPS"), is seeking proposals from eligible and experienced organizations, alone or in partnership with other organizations, to provide some or all of the components of the NYCDOE's Periodic Assessment (PA) Program. In 2012-13, New York State tests will begin to align to the Common Core Learning Standards (CCLS) and, in 2014-15, New York State will introduce Partnership for Assessment of Readiness for College and Careers (PARCC) assessments. As CCLS is integrated into the curriculum, the DOE will support educators in aligning instruction with CCLS through the existing periodic assessment (PA) program, which was established for all schools in 2007 and provides formative assessments and instructional resources in Literacy and Mathematics.

Among other goals, the PA program also seeks to provide resources and reporting on the skills embedded in the New York State Standards (NYSS) for Science and Social Studies until CCLS are available for these subject areas. Accordingly, the PA program will provide materials that support the instruction and assessment of students' higher-order thinking skills so that they are afforded better opportunities to graduate from NYC public schools, college and become career ready.

As part of the student data that is collected through the PA program, the assessments will provide educators with the ongoing and timely information they need in order to differentiate instructional support for students, better target classroom instruction, plan their curriculum, implement professional development, and monitor student learning and progress over time. The information on student understanding provided by the components of the PA Program will be of significant value in helping to inform instruction, and in so doing, helping educators to improve student learning.

The PA Program will offer CCLS-aligned End of Course Diagnostic Assessments and Task Assessments as the main considerations for measuring student achievement. Task Assessments are open-ended prompts that require students to use critical thinking skills to address real world problems. Task assessments provide a good indicator of a student's ability to synthesize information and demonstrate mastery of a number of skills at one time in a way which is consistent with the demands of the CCLS. End of Course Diagnostic Assessments are machine scorable assessments that align with the PARCC end of course assessments in content, design and structure. These assessments, given once a year, are intended to provide students and teachers with formative, CCLS-aligned data in advance of the PARCC assessments to which they are aligned.

The PA program will also provide a technology platform to facilitate assessment administration and reporting, incorporating additional educator resources, such as an item and task banks, an assessment creation tool, and robust reporting features. The PARCC assessments are expected to be administered online. To ensure that teachers are appropriately oriented and students are prepared to take online assessments, the RFP seeks online assessment resources for classroom instruction.

The successful proposer(s) will assist the NYCDOE in developing a comprehensive PA program. Proposers must address one or more components defined below. It is anticipated that a maximum of 24 contracts will result from this RFP, but a lower number is more likely because individual contractors may receive multiple awards. Contract(s) will last for a period of three (3) years. The NYCDOE reserves the unilateral option to extend the contract(s) for two (2) additional 1-year periods. It is anticipated that services will commence on or about summer 2012.

1.2 SUMMARY OF COMPONENTS, REQUIREMENTS AND OPTIONS

The required services for this RFP are defined in the following two (2) components:

COMPONENT 1 - ASSESSMENT CONTENT:

Assessment content (e.g., literacy, mathematics, science and social studies), which will be provided in two distinct subcomponents: **"Required"** content, which will be evaluated according to how well it meets the program's objectives, and **"Optional"** content, which will be evaluated according to how well it complements the required assessments, meets the program's priorities, and operates within the available budget. Assessment content includes both **End of Course Diagnostic Assessments**, which will be administered once per year and contain only machine scorable items, and **Task Assessments** which require open-ended responses and may be embedded in curriculum. Under this component, a maximum of 23 awards may result, based on the total number of grade-spans for which assessment content is being solicited (see Tables 1 and 2 below).

COMPONENT 2 – ASSESSMENT TECHNOLOGY:

A platform that will be used to administer the tests (i.e., select, compile and disseminate test items, score tests, report test results, etc.). This platform will allow teachers to create and save their own custom assessments. This component will be awarded to a single contractor.

1.3 REQUIREMENTS AND OPTIONS:

Proposers may address either Component, or any combination of Component 1 and Component 2 in a single proposal.

The successful proposer for Component 1 will provide the assessment content that will be delivered through their own or another vendor's technology (depending on the award for Component 2). In the event that assessment content is being delivered through another vendor's technology, vendors will be responsible for working together to ensure that all services are delivered effectively.

Proposers should consider the following requirements and restrictions for a responsive proposal:

CONSIDERATIONS FOR COMPONENT 1:

1.3-A Proposals may address any combination of the **Services**, **Grade-spans**, and **Content Areas** tabulated below. Proposals may address the ***Required*** Services, Content Areas and Grade-spans only (see Table 1) or these in combination with any of the ***Optional*** Services, Content Areas and Grade-spans (see Table 2). Proposals must address at least one *Required* Service. Proposals for *Optional* Service(s) only, for any Content Area or Grade-span, will not be considered.

1.3-B Where "*Required"* Grade-spans are proposed for any Content Area (i.e., subject), proposals may also address "*Optional*" Content Areas in the same Grade-span(s) or any other Grade-span for that same service, as applicable. Proposals addressing "*Optional*" Content Areas for services other than those proposed for the "*Required*" Content Areas may also address one or more *Optional* grades within a Grade-span (e.g. literacy for grade 2, science for grade 4, etc.).

1.3-C Proposers must identify, in detail, any portions of their program that would be subcontracted, if awarded.

Table 1: Component 1: Assessment Content – Required Services, Content Areas and Grade-spans

<table>
<tr><th rowspan="2"></th><th rowspan="2">Service</th><th colspan="3">Content Areas</th></tr>
<tr><th>Literacy*</th><th>Mathematics</th><th>Science**</th></tr>
<tr><td rowspan="5">COMPONENT 1
ASSESSMENT CONTENT</td><td rowspan="2"><u>Service 1</u>:
End of Course Diagnostic Assessments</td><td>3 – 8</td><td>3 – 8</td><td>6 – 8</td></tr>
<tr><td>9 – 12</td><td>Algebra, Geometry, Algebra 2 & Trigonometry</td><td>N/A</td></tr>
<tr><td rowspan="3"><u>Service 2</u>:
Task Assessments</td><td>PK – 2</td><td>PK – 2</td><td>N/A</td></tr>
<tr><td>3 – 8</td><td>3 – 8</td><td>N/A</td></tr>
<tr><td>9 – 12</td><td>Algebra, Geometry, Algebra 2 & Trigonometry</td><td>N/A</td></tr>
</table>

*Literacy includes texts covering Science, Social Studies (where applicable) and the technical areas.

** Content specific items.

Table 2: Component 1: Assessment Content – Optional Services, Content Areas and Grade-spans

<table>
<tr><th rowspan="2"></th><th rowspan="2">Service</th><th colspan="4">Content Areas</th></tr>
<tr><th>Literacy*</th><th>Mathematics</th><th>Science**</th><th>Social Studies**</th></tr>
<tr><td rowspan="6">COMPONENT 1
ASSESSMENT CONTENT</td><td rowspan="3"><u>Service 1</u>:
End of Course Diagnostic Assessments</td><td>2</td><td>2</td><td>N/A</td><td>N/A</td></tr>
<tr><td colspan="2" rowspan="2">N/A</td><td>3 – 5</td><td>3 – 8</td></tr>
<tr><td>9 – 12</td><td>9 – 12</td></tr>
<tr><td rowspan="3"><u>Service 2</u>:
Task Assessments</td><td colspan="2" rowspan="3">N/A</td><td>PK – 2</td><td>PK – 2</td></tr>
<tr><td>3 – 8</td><td>3 – 8</td></tr>
<tr><td>9 – 12</td><td>9 – 12</td></tr>
</table>

*Literacy includes texts covering Science, Social Studies (where applicable) and the technical areas.

** Content specific items.

1.3-D The NYCDOE intends to implement assessments in Science and Social Studies, beginning with the required End of Course Assessment for grades 6 – 8. Any optionally proposed Science and Social Studies materials will be carefully reviewed with a view to selecting those materials that would enhance the features and functionality of this component. The NYCDOE may select proposals for these “Optional” Content Areas and Grade-spans based on the quality of the content and the degree to which that complements the selected “Required” services.

1.3-E The NYCDOE reserves the right to select individual Content Area and grade-span even if multiple combinations were proposed. Furthermore, the NYCDOE reserves the right to select only the Required Services, Content Areas and Grade-spans.

CONSIDERATIONS FOR COMPONENT 2:

1.3-F This component describes the assessment and reporting platform that will be utilized in the administration of the periodic assessments. The successful proposer will be wholly responsible for providing, deploying, managing and maintaining the technology needed to successfully administer assessment content for the services specified in Component 1 above. The assessment content involved may be provided by the successful proposer for Component 2, another vendor, and/or the NYCDOE Office of Assessment.

1.3-G Where a proposal addresses both Components 1 and 2, the *Assessment Content* proposed for Component 1 must fully complement the *Assessment Technology* proposed for Component 2, so that the content can be fully integrated into the technology platform. Proposer must detail how the proposed “Assessment and Reporting” platform will be able to accept third-party Assessment Content, as outlined in section 3.3-N, in the event that all *Required* Content Areas and grade-spans were not addressed in their proposal for Component 1, or in the event that the NYCDOE selected other vendor(s) for those Content Areas and grade-spans.

1.3-H Proposals for this component must address all the requirements for Assessment Technology, as specified in Section 3 “Scope of Services”. A single contract will be awarded for this component.

1.4 BACKGROUND AND PURPOSE OF THE REQUEST FOR PROPOSALS

The New York City school system is the largest in the country with approximately 1.1 million students in more than 1,700 schools. In 2010, New York State adopted the Common Core Learning Standards, which define what students need to know and be able to do at each grade in order to graduate from high school ready for college and the workforce. These standards, which were developed by the National Governors Association Center for Best Practices (NGA Center) and the Council of Chief State School Officers (CCSSO) in collaboration with teachers, school administrators, and experts, set a higher bar for teaching and learning.

In New York City, educators have already integrating the Common Core standards. To support educators in strengthening instruction in alignment with the Common Core, the New York City Department of Education will offer high quality assessment and curriculum resources for teachers. Teachers will use these resources, offered as part of New York City’s periodic assessment program, to measure students’ strengths and areas of learning need, and to challenge students to read complex texts, write arguments, think critically, and solve problems. Enhancements to the current program may include resources for additional standards-aligned content areas of Science and Social Studies. The program may also provide a technology platform to facilitate assessment administration and reporting. The PARCC assessments that New York State will introduce in 2014-15 are expected to be administered online. To ensure that New York City teachers and students are prepared to take online assessments, the New

York City Department of Education seeks to offer additional online assessment resources for classroom instruction.

SECTION 2 MINIMUM QUALIFICATIONS

All proposals received on or before the Proposal Due Date and Time at the location specified in the RFP will be evaluated to determine whether they meet the following Minimum Qualifications.

2.1 Proposer must provide evidence of a minimum of three (3) years successful experience in providing assessment services in support of a student population similar in scope (large, urban, diverse, etc.) to those required in this RFP.

2.2 Proposer must provide 3 letters of reference from school systems and/or related educational organization(s) for projects or services of a similar nature and scope as required in this RFP, with respect to the Component(s). Each reference must state the dates, location, and description of the services provided.

2.3 Proposer must be an established organization. Individuals are not qualified and will not be considered.

PLEASE NOTE:

IF YOUR PROPOSAL DOES NOT CLEARLY EXHIBIT ALL OF THE ABOVE (AS APPROPRIATE FOR THE COMPONENT(S) ADDRESSED), THEN YOUR PROPOSAL WILL NOT BE FURTHER EVALUATED.

SECTION 3 SCOPE OF SERVICES

The success of the PA Program depends on the quality of the assessments, which is based on the strength of the research underlying the assessments and the usability and consistency of the technology supporting the administration and reporting platform of the assessments. The vendor is responsible for ensuring that the assessment related research and technology services are of the highest quality. The successful proposer will be required to provide all the deliverables herein, as they apply to each of the components that the proposers provided a bid for.

Over the next several years, it is anticipated that NYSED will announce changes to the resources and assessments released in support of the statewide transition to CCLS. All proposers must be prepared to adapt to the changes in content requirements, priorities, idiom and format of the items included in the State tests announced by New York State Education Department, as necessary. The NYCDOE expects that the vendor will work with the NYCDOE to quickly adapt to these changes in expectations and act in the best interest of the educators and students of New York City.

NOTE: **In addition to any other legal or equitable remedies available to the NYCDOE, the NYCDOE may assess liquidated damages if it was determined that the contractor has violated the terms of the contract, or failed to meet the requirements of the service level agreements defined in this RFP. Refer to Appendix H for information regarding liquated damages.**

COMPONENT 1: CONTENT DEVELOPMENT

3.1 SERVICE 1: END OF COURSE DIAGNOSTIC ASSESSMENTS

The successful proposer(s) will develop the End of Course Diagnostic assessments in Literacy, Math, Science and Social Studies to allow students to demonstrate mastery in the content that is expected to be covered on the PARCC End of Course assessments in Literacy and Mathematics. The scope of relates to the new NYS assessments in English for grades 9, 10 and 11; NYS assessments in Science and Social Studies for grades 6, 7 and 8; and Regents Exams or other NYS assessments for high school Science and Social Studies. Assessments will be based upon the following content areas and grade-spans.

Grade-Span	Grade-span Requirement	Content Area			
		Literacy*	Mathematics	Science**	Social Studies**
PK – 2	Optional	PK – 2	PK – 2	N/A	N/A
3 – 8	**Required**	**3 – 8**	**3 – 8**	**6 – 8**	N/A
	Optional	N/A	N/A	3 – 5	3 – 8
9 – 12	**Required**	**9 – 12**	**Algebra, Geometry, Algebra 2 & Trigonometry**	N/A	N/A
	Optional	N/A	N/A	**9 – 12**	**9 – 12**

*Literacy includes texts covering Science, Social Studies, and the technical areas.

** Content specific items.

Please address the points below in your response to the RFP (Section 4: program plan narrative):

a) Describe the content areas and grades-spans proposed for Component 1.

3.1-A ASSESSMENT DEVELOPMENT AND ALIGNMENT

For all assessments listed in Component 1, the successful vendor will:

Develop assessments in partnership with the NYCDOE. Be responsible for item development, including alignment, item writing, content and copy editing, quality control, and review. Vendors are responsible for all matters related to assessment quality (e.g., blueprinting, content reviews, alignment reviews, sensitivity and bias reviews, translations, composition of review committees, validity studies, reliability analysis, and DIF analysis).

3.1-A-1 Develop items according to the following guidelines:

- Items should mimic the content, format, style, of the state assessment items.
- Items should be free from bias and fair across race, religion, ethnicity and gender.
- Items should be developed to include depth of knowledge as the measure of rigor of the item.
- Items should be developed at the depth of knowledge dictated by the NYS CCLS in Literacy and Mathematics including the developmental skills leading to those difficulty levels.
- Items should include an explanation of the correct answer.
- Items should include an explanation of each distractor (items are written to have unique distractors, where feasible, providing information on the most likely areas of misunderstanding).
- Passages and items should fit NYCDOE requirements for content and genres—i.e., age/grade appropriate content - and for item construction (see Appendix J-3 - these requirements are currently being revised to reflect the different sorts of context that can be introduced in tasks vs. items administered in relative isolation).
- Passages and items should have proper copyright protection where appropriate.
- Passages should be from authentic sources.
- Passages should adhere to the CCLS text complexity and be grade level appropriate as defined by the most up-to-date measures provided by the Common Core authors, PARCC, and other leading text complexity experts.
- A description of or link to any manipulatives that are needed to answer the item.
- Class periods are typically 45 minutes. Administration of the assessment should be possible within a 45 minute class period or multiple periods of 45 minutes.

3.1-A-2 Design assessments for Universal Access. Students of all abilities must be able to participate in the assessments and educators must be able to derive meaningful data for all students. Assessments must be available in large-print and Braille.

3.1-A-3 Develop assessment administration instructions for proctors, educators and students. These instructions must contain clear, detailed, and logically-sequenced directions pertaining to specific content within the assessments to be incorporated with the overall assessment administration instructions that will be compiled by the proposer awarded Component 2. Directions for each grade and content area may vary.

3.1-A-4 Adapt to the changes in content requirements, priorities, idiom and format of the items included in the State tests announced by New York State Education Department as it may impact the requirements listed in the components. The NYCDOE expects that the vendor will work with the NYCDOE to quickly adapt to these changes in expectations and act in the best interest of the educators and students of New York City.

The NYCDOE anticipates an annual review of assessments and supporting materials prior to the administration of those materials in the following year. If additional information which would impact the usability and validity of the assessments becomes available after the annual revision is complete, a second revision may become necessary. For End of Course Diagnostic Assessments, the annual revision would take place after the administration each year (once student performance data from the assessment is available); Task Assessment review and revision would happen between school years, but could be staggered (schedule to be determined).

In addition to satisfying the requirements for Component 1, for Service 1: End of Course Diagnostic Assessments the successful vendor will:

3.1-A-5 Design the End of Course Diagnostic assessment to ensure adequate coverage of both depth and breadth of NYC CCLS and NYSS necessary to be successful in given content area and grade. Assessments should cover a wide range of content and have sufficient depth of items to provide data on student performance (minimums of items per standard will be determined during the blueprinting process). All items used should be consistent with the format of items on the PARCC aligned New York State End of Course summative assessment (based on the most current information release by New York State and PARCC) and the NYS assessments for High School English, Science and Social Studies. Assessments should be able to be administered under timed or untimed conditions.

Please address the points below in your response to the RFP (Section 4: program plan narrative):

a) Describe the process for item development, including alignment, item writing, content and copy editing, quality control, and review. Detail the process for alignment of items to the standards in the NYS CCLS for Literacy and Mathematics and NYSS for Science and Social Studies for both the content of the standards and for quantifying rigor. If CCLS are developed in Science and Social Studies, it is our expectation that the vendor will have the ability to align new and existing content to these standards. Detail if the process includes only partial alignment to standards. Also, include the process for selection and securing permissions for copyrighted passages.

b) Provide a general timeline for the development of the items necessary to complete one assessment or task, and indicate how many assessments or tasks can be developed at a given time using the content and publishing resources available. Due to the depth and breadth of the assessments requested in this proposal, the NYCDOE understands that the assessments may be developed over the course of the first year of implementation, school year 2012-2013, but in time for each of the scheduled assessment administrations during the school year 2012-2013, according to a schedule finalized by the NYCDOE.

c) Detail the difference between using existing items, editing existing items and developing new items. Include the process and steps for compiling these items in an assessment form.

d) Describe the process used to develop the existing assessments if an existing form or assessment is proposed without modification. Indicate the points in the process in which the NYCDOE will participate (see 3.1-C).

e) Describe the process for developing items to match the format of state assessment items. Indicate if any changes can be made to the items to reflect the anticipated changes in the state assessments.

f) Describe if there are measures of rigor used in addition to depth of knowledge.

g) Indicate if the following optional information is available for items and passages that currently exist or if this information can be available for newly developed items:

   i. A readability index for all passages used in items

   ii. The estimated amount of time it takes for the average student to answer the item

   iii. Statistics to help educators understand the performance of the item in use within similar student populations

   If the information above is not available for existing items and the vendor intends to include the optional information, the proposal should include a timeline for development of such information.

h) Detail all accommodations available to ensure Universal Access (e.g. Braille, touch screen computer administration, multiple language forms etc).

i) Describe the process of developing these materials. Provide samples of administration materials.

j) Describe the process for development and review of these materials.

k) Describe how the standards coverage and alignment will be developed.

3.1-B PSYCHOMETRIC REQUIREMENTS

For all assessments listed in Component 1, the successful vendor will:

Provide technical information for each item that may appear on an assessment to substantiate the psychometric validity, characteristics and appropriate content of all items, and the assessment as a whole.

3.1-B-1 This information shall include, but is not limited to:

- frequency distributions
- means
- standard deviations
- standard errors of measurement
- reliability and validity analysis
- relevant item statistics
- item analysis data (p-values, discrimination, distractor analyses)

- standardization and norming procedures
- validity
- mapping to the constructs measured by the assessment
- IRT item characteristics (if IRT is used)
- DIF/item bias information

3.1-B-2 Provide a technical manual describing the assessments before the occurrence of the professional development for the relevant assessments and thereafter by August 1 of each year of the contract beginning with August 1, 2012.

3.1-B-3 Provide field testing for new items and assessments or existing assessment that lack the appropriate sample size or demographics of student population.

In addition to satisfying the requirements for Component 1, for Service 1: End of Course Diagnostic Assessments the successful vendor will:

3.1-B-4 Develop the End of Course Diagnostic assessments that will allow the analysis of student performance relative to other students who took the assessment. Design the longitudinal research and data collection efforts to develop a measure of student performance relative to performance on the state test within the given content area.

Items must remain closed to the audience of educators and students to maintain the security of the assessment forms.

Replace poor performing items on the End of Course Diagnostic assessment. Based on the analysis of item performance and new information about blueprints, standards preference, item alignment, etc.; review and offer replacements for items on the End of Course Diagnostic. This process would take place each year prior to the follow year's anticipated administration date (with enough time to print and distribute the assessments, if necessary).

Please address the points below in your response to the RFP (Section 4: program plan narrative):

a) Describe the research in support of the validity of the proposed assessments. Include a general description of an ongoing research plan including proposed field testing and the process for conducting that field testing within the NYCDOE.

b) If existing assessments or items are to be used, demonstrate the validity of items or assessments with the appropriate statistics. Describe the process used for field testing these items and assessments including the size and demographics of the student population.

c) Provide a sample or describe the content that will be included in a technical manual.

d) Describe the methodology behind field testing items and assessments including the demographics of the student population and sample size to be used. Please indicate if field testing will be conducted within the NYCDOE or within another school district.

e) If such research is not yet available, include a plan for providing the research and technical manual.

f) Include a general description of an ongoing research plan in the proposal and the process of how changes to the forms might be included without sacrificing the validity of the forms and surrounding student work.

g) Describe the process to replace poor performing items after each assessment administration with valid items. If overage item are used, describe the review process for those items.

3.1-C NYCDOE REVIEW AND APPROVAL

For all assessments listed in Component 1, the successful vendor will:

Develop and manage a schedule for content development work for each stage of the development process that builds in sufficient time for review by the NYCDOE. The schedule should include the mechanics and timing of the NYCDOE review.

3.1-C-1 Obtain NYCDOE approval for existing items and assessments, existing items and assessments that are proposed to be modified and any blueprint, item, assessment or administrative materials that are newly developed.

3.1-C-2 Ensure that items are carefully written, edited, and proofed before being submitted to NYCDOE for review and approval. NYCDOE expects to receive only high-quality items with minimal need for revision. NYCDOE reserves the right to reject poor items (and accompanying item information and materials) as well as items that are not well aligned to the NYS CCLS for Literacy and Mathematics and NYSS for Science and Social Studies. In the case that an item is not of high quality, or is not properly aligned, the NYCDOE will require that it be rewritten, realigned or replaced.

3.1-C-3 Design the test booklets in accordance with the NYCDOE Style Guide (see Appendix J-3). Assessment booklets will need sign-off from the NYCDOE at each stage of development.

3.1-C-4 Provide appropriate graphics for the testing program on printed materials. Design may be modified each year at no cost to the NYCDOE. Modifications may include, but are not limited to: the change of the NYCDOE logo, typesetting, and font and graphic design.

Please address the points below in your response to the RFP (Section 4: program plan narrative):

a) Describe the process for blueprinting, item and assessment review and approval.

b) Describe the process for proofreading materials. Include contingency plans for error correction at each stage of assessment development and production.

c) Describe the process for updating the assessments, including the identification and replacement of poor-performing items (jointly defined with the NYCDOE), the monitoring of item alignments to NYS CCLS for Literacy and Mathematics and NYSS for Science and Social Studies, and the realignments of assessments to changes in the skills and concepts covered on the New York State tests.

d) Describe the format that the testing materials [this includes student facing assessments and all content provided for the teacher (instructions, rubrics, answer keys, et.) will be delivered in (that can be used by the printer of the vendor chosen for Component 2 with minimal manipulation].

e) Describe how the font size and/or appropriateness of images are varied for student developmental levels.

f) Describe how this format is included in the review process described in 3.1-C.

In addition to satisfying the requirements for Component 1, for Service 1: End of Course Diagnostic Assessments the successful vendor will:

3.1-D TRANSLATION

Provide translated versions of assessments and assessment administration materials in Spanish, Large Print and Braille.

Please address the points below in your response to the RFP (Section 4: program plan narrative):

a) Describe the resources used for translation services or the methodology used for translating the assessment materials. Include information about the quality control used to ensure that translations are accurate and match the English versions of the assessments.

b) Indicate if translations are available for the optional languages of Chinese (Traditional and Simplified), French, Haitian, Russian, Korean, Arabic, Bengali, and Urdu.

c) Describe the steps taken to ensure that non-English language forms are psychometrically equivalent to English language forms.

d) Ensure that non-English language forms are psychometrically equivalent to English language forms and provide evidence of score comparability of English and non-English forms as requested by the NYCDOE. Evidence for comparability must reflect the International Testing Commission's Guidelines on Adapting Tests (http://www.intestcom.org).

3.1-E CONTENT DELIVERY: ONLINE ADMINISTRATION

Deliver the content of the End of Course Diagnostic assessment to the awarded vendor of Component 2 for the purposes of online assessment and reporting. The awarded vendor of Component 2 will work with the awarded vendor of the End of Course Diagnostic assessments to develop an agreed upon format for delivering the content. The content vendor(s) may subcontract the content delivery process to an external party, if necessary.

Please address the points below in your response to the RFP (Section 4: program plan narrative):

a) Provide examples of successful delivery of content into a third party platform. Include the quantity of items and complete assessments delivered and the timeline for creating and delivering the files as well as the process and timeline necessary to ensure the accuracy of the content in the new system. Include documentation and materials for the platform vendor to use in order to assemble and present content.

b) If multiple content delivery methods are available, describe each of the ways the materials can be provided to the vendor chosen to provide Component 2. If QTI files are not currently one of the available options, describe what the process and timeline might be for including this option.

c) Describe the way in which the item alignment would be delivered with the content. Include in your description the way you represent the CCLS taxonomy. Provide a sample file containing both the content and the representation of alignments. At a minimum, items delivered should also include item type, item type, learning objective and local standard.

d) If you provide metadata (beyond item alignment), include a complete description of the data elements captured and provided. Demonstrate that the data would be represented in the content file deliverable. Metadata can include, but is not limited to copyright, level of difficulty, reference to related materials, national standard, state standard, topic, notes, and keywords.

e) If an assessment is composed of multiple items, explain how the file would present the items as individual units as well as defining them as part of a unique assessment.

3.1-F TECHNICAL ADVISORY COMMITTEE

Organize a Technical Advisory Committee (TAC) comprised of content experts who will work in partnership with the vendor and NYCDOE to help inform the content development within the changing landscape of the Common Core Learning Standards, NYS CCLS for Literacy and Mathematics and NYSS for Science and Social Studies, and the PARCC aligned New York State Tests. NYCDOE can recommend committee members; all committee members will be evaluated each year and can change at the discretion of the NYCDOE during the duration of the contract.

Please address the points below in your response to the RFP (Section 4: program plan narrative):

a) Describe the process for organizing the technical advisory committee membership, convening the committee, and developing the committee purpose and governance. Include key roles and responsibilities of committee members and frequency of communications from the committee to the NYCDOE.

b) Describe how they will be involved in the content development process.

c) Describe the evaluation criteria for selecting and maintaining the members of the committee.

d) Describe the notification process should the committee membership change.

3.1-G IMPLEMENTATION, PROJECT MANAGMENT AND ONGOING SUPPORT

Deliver a project plan for services contracted. Manage the scheduling, deliverables, and updates of the project plan including the tasks and responsibilities of the vendor and the NYCDOE. Include a plan for regular communication with the NYCDOE to describe:

- Recent revisions or developments completed outside of specific requests by the NYCDOE
- Issues with the development of the assessments or the delivery of the assessments, and the expected resolution of those issues
- Usage of various assessments and features within the reporting platform
- Summary of technical support issues
- Other issues that may have occurred, including those that may impact implementation and training
- How the organization is looking ahead and planning for future work and development

3.1-G-1 Designate an individual to work on a continuous basis with the NYCDOE throughout the contract, to serve as the project manager with the responsibility for continuous planning and coordination with the NYCDOE. In multi-organization bids, there should be one overall project manager. This project manager should be reachable for non-emergency questions and assistance from 9am to 5pm EST, Monday through Friday and reachable for emergency calls after hours.

3.1G-2 Identify and provide resumes for all staff associated with this work including but not limited to: Psychometrician, content specialists for all grades and content areas, research staff, professional developers, and project managers. Provide resumes, upon successful completion of contract negotiations, for all members of the proposer's proposed project team and submit a revised organization chart including all specific individuals and the percentage of each person's time dedicated to this contract. Once launched, members of the project team will not be replaced without prior approval of the NYCDOE DAPS Leadership.

3.1-G-3 Provide formal meetings and updates on the progress of the project, no less than 4 times during each school year. These meetings will be for the purpose of addressing matters such as specific expected milestones as defined by the final project plan and will be scheduled by the NYCDOE to occur at mutually convenient times throughout the year. Participate as needed in meetings with NYCDOE internal planning team and other expert partners involved in the development of the PA Program to ensure coherence across pilots and other initiatives. Facilitate regular reviews of product offerings and services, including surveys of users in the NYCDOE and other clients. If specific issues are identified through this process, include a plan to resolve such issues.

3.1-G-4 Provide a plan for program evaluation including usage metrics (to be provided by the Component 2 vendor) on a monthly basis, including but not limited to the following statistics:

- Number of assessments administered
- Number of users accessing the platform by user type
- Data issues identified from the field and from the vendor internally, and the expected resolution of those issues
- Number of paper and pencil assessment delivered vs. number of paper and pencil assessments administered
- Number of schools using online administration in combination with another administration type and online administration alone

- Number of schools scheduling assessment material pick ups
- Number of schools, total users, and user by function (i.e. test coordinator, educator) receiving professional development by topic

Please address the points below in your response to the RFP (Section 4: program plan narrative):

a) Provide a job description of the project manager.

b) Provide the resume of a current project manager managing a project of similar size and scope.

c) Include an organizational chart of all positions that will play a role on the contract implementation and ongoing team, including specification of FTEs per role dedicated to this contract.

d) Provide a description of the background and experience of those expected to be part of the implementation team.

e) Provide a draft or sample project plan of the first year of the program.

f) Provide a sample agenda of formal updates including the titles of the participants.

g) Describe the process for gathering feedback from users.

h) Detail how the program will be evaluated and findings shared on a regular basis as well as any metrics about usage that will be regularly provided to NYCDOE. NYCDOE and vendor will agree upon metrics for evaluation, along with evaluation frequency and deliverables, during the first quarter of the initial contract year and revisit annually.

3.2 SERVICE 2: TASK ASSESSMENTS

CONTENT AREAS AND GRADE-SPANS

For Service 2: Task Assessments, the successful proposer will:

Deliver Task Assessments in one or more of the following content areas and grade-spans. The assessments will be administered throughout the year according to a schedule approved by the NYCDOE.

Grade-Span	Grade-span Requirement	Content Area			
		Literacy*	Mathematics	Science**	Social Studies**
PK – 2	**Required**	**PK – 2**	**PK – 2**	N/A	N/A
3 – 8	**Required**	**3 – 8**	**3 – 8**	N/A	N/A
	Optional	N/A	N/A	3 – 8	3 – 8
9 – 12	**Required**	**9 – 12**	**Algebra, Geometry, Algebra 2 & Trigonometry**	N/A	N/A
	Optional	N/A	N/A	**9 – 12**	**9 – 12**

*Literacy includes texts covering Science, Social Studies and the technical areas.

**Content specific items.

Please address the points below in your response to the RFP (Section 4: program plan narrative):

a) Describe the content areas and grades-spans proposed for Component 1.

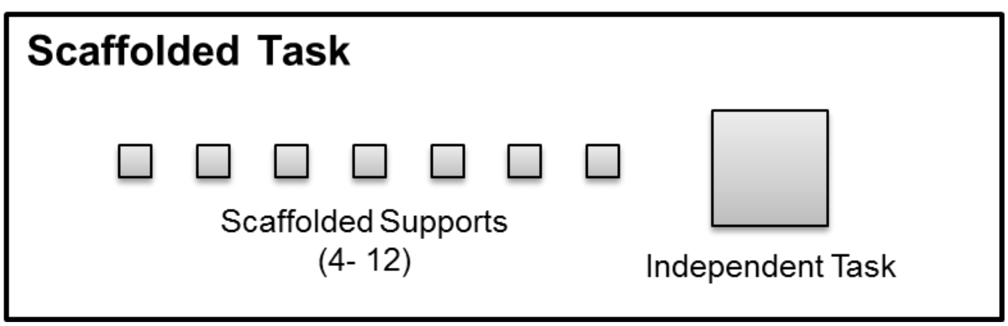
3.2-A ASSESSMENT DEVELOPMENT AND ALIGNMENT

In addition to satisfying the requirements for Component 1 in section 3.1-A, for Service 2: Task Assessments the successful vendor will:

Design the Task Assessments to be:

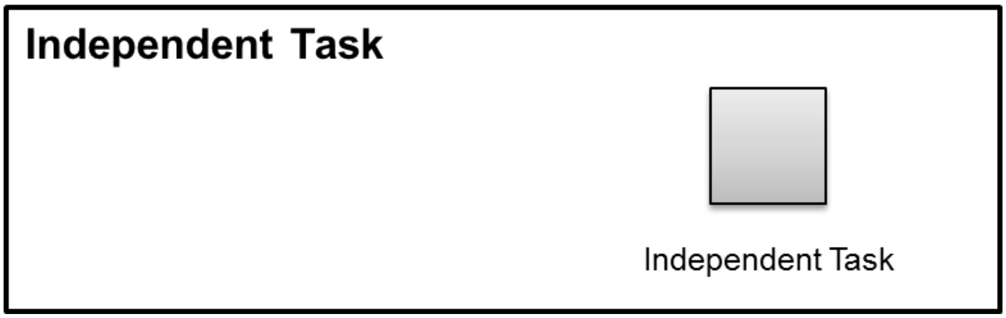
- Grounded in a thoughtful, standards-based curriculum with alignment to the NYS CCLS for Literacy and Mathematics (Science and Social Studies when available) and NYSS for Science and Social Studies in Literacy and Mathematics with results providing an indication of a student's strength or weakness relative to each skill and standard assessed
- Align with commonly used curricula, curricular modules, and instructional practices including those provided by NYSED through NYSED RFP SA-03
- Rigorous and aligned with standards that prove to be high leverage in preparing students for college and career success as defined by PARCC and the Common Core authors, the Technical Advisory Committee (as described in 3.1-F), and other educators and educational leaders advising the NYCDOE
- Inclusive of a prompt, rubric, cover sheet, and sample student work for each task
- Incorporate speaking and listening components for the applicable standards
- Incorporates machine-scorable item types like selected response and grid in items

3.2-A-1 Develop "scaffolded tasks" consisting of accompanying lessons, a unit outline, and other scaffolding materials culminating in an "independent task" that includes include a prompt, rubrics, and sample student work. "Scaffolded tasks" are designed for educators to work with students on associated support materials (i.e. lesson plan, shorter related tasks, etc.) and then use an "independent task" to assess the same content covered in the "scaffolded task" without the scaffolded supports. Scaffolded tasks should include instructional supports for English Language Learners and students with disabilities.



Create 4 "scaffolded tasks" per grade level and content area per year of the contract; each task should be aligned to standards determined by the NYCDOE.

3.2-A-2 Create "independent tasks" aligned to the same standards covered by the "scaffolded tasks" include a prompt, rubric, and sample student work. "Independent tasks" are designed for educators to assess whether students can, in fact, transfer their learning, understanding and ability to meet the standard without support or scaffolding. The "independent task" would also illustrate whether a student could be successful when doing such a task through the PARCC experience as well as in experiences beyond PK – 12 classrooms. An "independent task" can include a series of prompts and/or can be comprised of a constellation of tasks. "Independent tasks" should include instructional supports for English Language Learners and students with disabilities.



Create 8 "independent tasks" per grade level and content area per year of the contract; each task should be aligned to standards determined by the NYCDOE.

3.2-A-3 Provide the following associated documents for all Task Assessments (including the sample task assessment):

- Sources (if content contains authentic texts)
- Rubrics, both educator and student facing
- Annotated authentic student work samples
- Administration instructions
- Coversheet (see 3.2-A-4)
- Student checklists (in the appropriate grades)

3.2-A-4 Develop a coversheet in collaboration with the NYCDOE for each Task Assessment describing the following information (see sample in Appendix J-2):

- Task summary ("marketing-like" summary for educators)
- Standards the task covers; including an indication of whether/how the task aligns to the standards
- Precursor skills
- Reading level of included texts and continuum or scale used to determine reading level
- Depth of knowledge of task itself
- Task name
- Task type ("scaffolded" vs. "independent")
- Recommended uses
- Educator guidance or instructions

- Hyperlinks to guides and resources (including working hyperlinks to NYCDOE resources)

3.2-A-5 Design the assessments adhering to all requirements of 3.1-A and the following additional requirements:

- Develop possible solution pathways to task assessments in Mathematics with a minimum of 2 and a target of 2-4
- Develop scoring rubrics for all short constructed response items, extended response items, tasks, and any other non-machine-scorable items

3.2-A-6 Engage a focus group of NYCDOE educators (both retired and active) to assist in the content development of the Task Assessments including creating new content and assisting with approving and editing existing content.

Please address the points below in your response to the RFP (Section 4: program plan narrative):

a) Provide a sample "scaffolded task" for each grade-span and content area aligned to the standards listed below. The number of scaffolded supports can range from 4 to 12 and must also include an assessment task. If you are bidding on multiple grade-spans, include a sample for each grade-span.

Literacy

Grade Band	**Grade**	**CCLS Standard**
PK – 5	5	Written opinion based on an analysis of informational texts (Reading Informational Text Standards 1 and 10; Writing Standard 1)
6 – 12	8	Written argument based on an analysis of informational texts (Reading Informational Text Standards 1 and 10; Writing Standard 1)

Mathematics

Grade Band	**Grade**	**Standard of Practice**	**Domain of Focus**
PK – 5	3	Model with Mathematics and/or Construct Viable Arguments and Critique the Reasoning of Others	Operations and Algebraic Thinking
6 – 12	7		Ratios and Proportional Relationships

Science

Grade	**Grade**	**Standard**

Band		
PK – 5	4	Unit 1 - Animals And Plants In Their Environment. Performance Indicator 6.1 (choose any of the major understandings)[1]
6 – 12	9	Living Environment, Standard 4, Performance Indicator 1.2 (choose any of the major understandings)

Social Studies

Grade Band	Grade	Standard
PK – 5	4	Unit 1 - Native Americans: First Inhabitants Of New York State. Standard 3, Key idea 2
6 – 12	11	Unit Two: Constitutional Foundations For the United States Democratic Republic. Standard 1, Key idea 1[2]

b) Describe the depth and breadth of the task assessment that already exist.

c) Provide a sample "independent task" for each grade-span and content area aligned to the standards listed below. If you are bidding on multiple grade-spans, include a sample for each grad-span.

Literacy

Grade Band	Grade	CCLS Standard
PK – 5	5	Written opinion based on an analysis of informational texts (Reading Informational Text Standards 1 and 10; Writing Standard 1)
6 – 12	8	Written argument based on an analysis of informational texts (Reading Informational Text Standards 1 and 10; Writing Standard 1)

Mathematics

Grade Band	Grade	Standard of Practice	Domain of Focus
PK – 5	3	Model with Mathematics and/or Construct Viable Arguments and Critique the Reasoning of Others	Operations and Algebraic Thinking
6 – 12	7		Ratios and Proportional Relationships

[1] http://schools.nyc.gov/NR/rdonlyres/C7F8BDD8-3558-41ED-9861-F7954254B32B/86669/HS_SS_SS_8510final.pdf

[2] http://www.p12.nysed.gov/ciai/socst/socstand/soc11.html

Science

Grade Band	Grade	Standard
PK – 5	4	Unit 1 - Animals and Plants in Their Environment, Performance Indicator 6.1 (choose any of the major understandings)[3]
6 – 12	9	Living Environment, Standard 4, Performance Indicator 1.2 (choose any of the major understandings)

Social Studies

Grade Band	Grade	Standard
PK – 5	4	Unit 1 - Native Americans: First Inhabitants Of New York State. Standard 3, Key idea 2
6 – 12	11	Unit Two: Constitutional Foundations For the United States Democratic Republic. Standard 1, Key idea 1[4]

a) Describe the task assessments that already exist, as well as the standards alignment of existing tasks.

b) Describe how the authentic NYCDOE student work is collected and annotated. If authentic student work is not available during the first administration of the assessments, describe the plan for replacing the sample student work with authentic NYCDOE student work samples.

c) Provide a sample of the coversheet in the submission of the sample tasks described in 3.2-A-1 and 3.2-A-2.

d) Describe how multiple solution paths will be developed and displayed for use by educators.

e) Describe how and when NYCDOE educators will be engaged in the development process.

3.2-B PSYCHOMETRIC REQUIREMENTS

Please refer to the requirements in **3.1-B**.

3.2-C NYCDOE REVIEW AND APPROVAL

In addition to satisfying the requirements for Component 1 in section 3.1-C, for Service 2: Task Assessments the successful vendor will:

[3] http://schools.nyc.gov/NR/rdonlyres/C7F8BDD8-3558-41ED-9861-F7954254B32B/86669/HS_SS_SS_8510final.pdf

[4] http://www.p12.nysed.gov/ciai/socst/socstand/soc11.html

3.2-C-1 Work with the NYCDOE content team to review how long or how in depth a task needs to be to provide adequate information for a skill to be assessed including the number of scaffolds required for an instructional task.

3.2-D TRANSLATION

Please refer to the requirements in **3.1-D**.

3.2-E CONTENT DELIVERY: ONLINE ADMINISTRATION

Deliver the content of the Task Assessments and all related supporting materials (rubrics, scaffolds, examplars, teacher instructions, etc.) to the awarded vendor of Component 2 for the purposes of online assessment, scoring, data collection, and reporting. The awarded vendor of Component 2 will work with the awarded vendor of the Task Assessments to develop an agreed upon format for delivering the content. The content vendor(s) may subcontract the content delivery process to an external party, if necessary.

Please address the points below in your response to the RFP (Section 4: program plan narrative):

a) Provide examples of successful delivery of content into a third party platform. Include the quantity of items and complete assessments delivered and the timeline for creating and delivering the files as well as the process and timeline necessary to ensure the accuracy of the content in the new system. Include documentation and materials for the platform vendor to use in order to assemble and present content.

b) If multiple content delivery methods are available, describe each of the ways the materials can be provided to the vendor chosen to provide Component 2. If QTI files are not currently one of the available options, describe what the process and timeline might be for including this option.

c) Describe the way in which the item alignment would be delivered with the content. Include in your description the way you represent the CCLS taxonomy. Provide a sample file containing both the content and the representation of alignments. At a minimum, items delivered should also include item type, item type, learning objective and local standard.

d) If you provide metadata (beyond item alignment), include a complete description of the data elements captured and provided. Describe how that data would be represented in the content file deliverable. Metadata can include, but is not limited to copyright, level of difficulty, reference to related materials, national standard, state standard, topic, notes, and keywords.

e) If an assessment is composed of multiple items, explain how the file would present the items as individual units as well as defining them as part of a unique assessment.

3.2-F TECHNICAL ADVISORY COMMITTEE

Please refer to the requirements in **3.1-F.**

3.2-G PROGRAM MANAGEMENT

Please refer to the requirements in **3.1-G.**

COMPONENT 2: TECHNOLOGY DEVELOPMENT

3.3 SERVICE 3: ASSESSMENT AND REPORTING PLATFORM

3.3-A ASSESSMENT AND REPORTING PLATFORM FUNCTIONALITY

Provide an assessment and reporting platform for the students, educators and staff of the NYCDOE. The system must also meet the requirements listed in Appendix K.

DOE has a preference for a SAS/PAS (software as a service or platform as a service) solution that can be cloud based for the hosting environment, one that permits us to 'pay as you go' to minimize operating costs during summers and other low usage times of the year.

3.3-B INTEGRATION BETWEEN NYCDOE AND EXTERNAL PLATFORMS

This section addresses the integration requirements between proposer's platform and DOE systems.

DOE Middleware

DOE's enterprise architecture provides a robust middleware layer comprised of an Enterprise Service Bus (ESB), an FTP server, and Data Core. The proposed solution is expected to leverage these systems for all required integration.

DOE's ESB is a services architecture centered on a bus, which provides message routing and delivery services based on standards (e.g., SOAP, HTTP, JMS, etc.). It is designed for high-throughput, guaranteed message delivery. The proposer's platform shall establish the necessary ESB interfaces for messaging to DOE systems via the ESB. Batch processing of large amounts of data shall be performed using the FTP Server. See Appendix K-3—DOE Enterprise Service Bus (ESB) for detailed specifications.

DOE's Data Core contains master data aggregated and cleansed from DOE source systems including ATS, HRMS, and STARS. The vendor shall collaborate with DIIT to enhance these layers as well as the Data Core data model as necessary to accommodate assessment data requirements.

3.3-C USERS AND ORGANIZATIONAL STRUCTURE

3.3-C-1 Provide functionality within the assessment and reporting platform that allows various levels of users. Include the following levels of users including but not limited to:

- Student
- Educator
- Test Coordinator
- School Administrator

- Network Administrator
- Cluster Administrator
- City Administrator

3.3-C-2 Provide functionality within the assessment and reporting platform for the NYCDOE to define the permissions of the user types and including which reports and when they have access to view. Provide a cross over between the levels where a user can access all the information below their level within the hierarchy.

3.3-C-3 Provide functionality within the assessment and reporting platform that allows various levels of organization, including but not limited to:

- Sub-Groups
- Classes
- Schools
- Network
- Cluster
- City

3.3-C-4 Provide functionality within the assessment and reporting platform to allow users (administrators and test coordinators) to assign or change user access permissions of other users below them in the hierarchy within the assessment and reporting platform.

3.3-C-5 Provide the functionality within the assessment and reporting platform to customize access for individual educators and students that need to exist in or have access to multiple organizations simultaneously, including but not limited to students in District 75, inclusion educators and students and part-time educators who work at multiple locations.

3.3-C-6 In addition to the data rostering process described in section 3.3-M (which would source student, course and staff data directly from the DOE systems), provide functionality within the assessment and reporting platform for educators, test coordinators and administrators to:

- Create students within the system
- Create users including educator and test coordinators
- Update student information including class association
- Create groups of students within classrooms and across classrooms with the students whose reporting they have permission to view

3.3-C-7 Provide single sign-on for users to the assessment and reporting platform. The NYCDOE provides single sign-on for its users to vendor-hosted web applications using the SAML 2.0 standard, with NYCDOE acting as Identity Provider and the vendor acting as Service Provider. This technology is currently deployed to support authentication for all staff as well as a pilot group of students. The details of the NYCDOE single sign-on model are provided in Appendix K-1. Detail how their solution supports this model of authentication and allow for a fully automated nightly (at a minimum) data import for all student, teacher, school and role information.

Please address the points below in your response to the RFP (Section 4: program plan narrative):

a) If proposing an existing platform, describe the user types and functionality of each user type within the assessment and reporting platform.

b) Describe how the system maintains and audits compliance with FERPA.

c) Describe the process for keeping student information and assessment data secure as well as how the system will variously restrict and/or grant access depending on the type of data and the role within the hierarchy.

d) Describe what information about user access to the system is logged, and how this log information can be provided to the NYCDOE as an extract.

e) Describe how and how quickly the system could adapt to changes in the user structure. Assuming the changes are data-driven, explain how the system updates based on a data feed.

f) Describe the organization types and functionality of each.

g) Describe the multi-level hierarchical access in which schools roll up into Networks, which roll up into Clusters, which roll up into the city level organization.

h) Describe how and how quickly the system could adapt to changes in the organizational structure.

i) Describe how the ability to assign access can be delegated at various levels of the organizational hierarchy and within an individual school, as well as how an audit trail of permissions assignment is maintained. Include how this information in this audit trail can be provided to the NYCDOE.

j) Describe the ability of the system to include optional level of hierarchy above and below the network, and grouping cohorts that can be customized to meet the needs of the NYCDOE.

k) Describe how schools might have multiple affiliations, such as being part of a network and part of an organization like Urban Assembly or New Leaders for New Schools and how this would impact their access levels.

l) Describe how educator created groups might be impacted by the regular refreshing of student course data.

m) Describe the step-by-step process for creating users.

n) Describe how the assessment and reporting platform can identify existing students or educators during the creation process to avoid creating duplicate accounts.

o) Describe contextual help features that exist within the platform.

p) Describe the process for integrating single sign on with the NYCDOE. If solution does not currently support SAML, provide a migration plan for moving to SAML within the first year of the contract period. If the solution does not currently support SAML, describe the methods of data transfer available to load roster data regularly. Include how often data can be loaded, the file structure, the handoff and QA process, and the period of time between the file being received from NYCDOE and the data refreshing in the system. The vendor must also be prepared to provide NYCDOE with a full export of all usernames and passwords for all NYCDOE users upon request.

q) If single sign on is not available for the first year, describe the nomenclature and process for assigning usernames and passwords to all users type including the process for password recovery.

3.3-D ASSESSMENT CREATION

3.3-D-1 Provide functionality to allow educators to create a customized assessment with multiple item types from the item bank, including passages, educator authored items, and tasks; customize an existing assessment by adding or removing items; or create a “scaffolded task” as a series of assessments. The customized assessments must be available for both online and paper and pencil administration, printable from the platform, and the reporting on these assessments with the same requirements as indicated in 3.3-K.

3.3-D-2 Provide the functionality for a drafting process and document management system (including version control) to allow for participation by multiple educators from multiple schools and levels within the hierarchy.

3.3-D-3 Provide the functionality for the assessments to be shared at each level of the hierarchy with the permissions controlled by the NYCDOE program manager. Assessments created by an educator should remain available to the educator even if they move organization levels or structures within the assessment and reporting platform.

3.3-D-4 The assessment and reporting platform must accommodate the need for a student to access and reference multiple sources in order to complete a task. For instance, a student may need to use a reference sheet, respond to multiple pieces of written work, or view a video.

Please address the points below in your response to the RFP (Section 4: program plan narrative):

a) Describe the step by step process for an educator to create assessments. Include screenshots if available.

b) Describe how vendor created tasks can be easily identifiable for use for editing or mimicking the format and how the original item will remain protected.

c) Describe if there is a workflow or process management tool to assist with multiple educators collaborating on creating an assessment.

d) Describe the workflow and approval processes for sharing assessments (across the permissioned hierarchy and the organizational structure). Describe how the assessments are accessed by other educators.

e) Describe how the assessments are associated by one or multiple creators of the assessment.

f) Describe the workflow and approval process for item alignments and for assessments.

g) Provide a description (with screenshots and/or flowcharts, if applicable) of how the system supports content creation, management, revision, publishing, and sharing.

3.3-E ITEM & TASK AUTHORING

3.3-E-1 Provide functionality within the assessment and reporting platform for an educator to author items and tasks (including passages) to be stored in the item bank (described in 3.3-P) to use with the assessment creation tool (described in 3.3-D).

3.3-E-2 Provide functionality for educator to create scoring rubrics with multiple criteria and performance levels that can be associated with one or multiple tasks. Provide the functionality to create and submit rubrics with a task or independent of a task.

3.3-E-3 Provide functionality for educators to upload instructional/curricular supports associated with the task.

3.3-E-4 Provide functionality within the item authoring functionality for a drafting process and document management process (including version control). The drafting process should allow for participation by multiple educators from multiple schools and levels within the hierarchy. The authoring functionality will allow educators to edit work, use formatting functionality using Microsoft Word (or similar) style functionality to change font size, color text, create bulleted lists, copy and paste images, and include mathematics formula writing capabilities. Provide the functionality to use existing items as the template for educator authored items. The original version should remain distinct in the system from items edited or added by educators.

3.3-E-5 Provide functionality of an approval structure that allows the NYCDOE to review items, tasks, rubrics, and any associated supports after they are submitted; a communication process for indicating whether items have been approved or rejected and, if rejected, the rationale; and the ability to tag authored items with a NYCDOE stamp of approval. Approval of these items must be permission based and access to this permission must be at the discretion of the NYCDOE. The authoring tool should signal to the user when an item review is complete. Provide functionality for another user to review and edit an item, task, or rubric that has been submitted for approval without having to send the item, task, or rubric back to the original author for edits.

3.3-E-6 Provide the functionality for the approved items, tasks, and rubrics to be shared at each level of the hierarchy through the item bank (described in 3.3-P) with the permissions for this functionality controlled by the NYCDOE. Provide functionality for educators to share items with each other regardless of organization association (i.e. educators can share and work on items across schools, networks and clusters). It should be possible for users to easily determine the different sources of content (educator-created, vendor provided, NYCDOE, etc.)

3.3-E-7 Provide the functionality for items created by an educator to remain with the creator even if they move levels within the organization (i.e. from a position with a school to a position with a network) or organizations (moves schools or networks) within the assessment and reporting platform and for items created by an educator to remain in the bank if the creator leaves the NYCDOE.

3.3-E-8 Provide functionality to inactivate items from a permission-based system, where the author of an item or a user from the NYCDOE may inactivate an item from the system without impacting data related to the use of that item. Control over this permission should be maintained by the NYCDOE.

3.3-E-9 Provide functionality to modify items from a permission-based system, where the author of an item or a user from the NYCDOE may modify an item from the system without impacting data related to the use of that item. Control over this permission should be maintained by the NYCDOE.

3.3-E-10 Provide functionality to allow an educator to choose from existing items to create an assessment. This could be accomplished by pre-defining the item type and alignment and then choosing items from the subset, by defining the assessment blueprint and having the system recommend items, or by editing or modifying an existing assessment.

3.3-E-11 Provide functionality to allow some assessments to be available at particular times or throughout the year for customization; functionality would enable a user to add, remove or reorder items on an existing assessment.

3.3-E-12 System shall be able to publish content in JPEG, PPT, SWF, MPEG, PDF, text files formats.

3.3-E-13 System shall use XML for content transformation and delivery for publishing content.

3.3-E-14 System shall support HTML, wireless markup language, and smart interface for local exchange

Please address the points below in your response to the RFP (Section 4: program plan narrative):

a) Describe the step by step process of how educators create alignments, items, tasks and rubrics aligned to NYS CCLS for Literacy and Mathematics and NYSS for Science and Social Studies. If possible, provide screenshots of the functionality.

b) Describe how the authored items, tasks, or rubrics are housed within the item bank and distinguished from those from other sources.

c) Describe the document management tool to assist with version control if multiple educators are collaborating on creating an item or task.

d) Describe the process for approval of all items, tasks, rubrics, and other supporting materials created in the platform.

e) Describe how the permission structure works, including which users can approve items for whom and who can determine to whom the approved items are shared. Indicate whether it's possible for the assessment and reporting platform to allow some approvers to determine whether an item should be shared citywide and how the assessment and reporting platform allows users to indicate how they want their items shared (school only, network, city, etc.).

f) Describe if other, more customized sharing of content (like networks to their own schools) might be possible.

g) Describe how the items are associated with users and how this is evident within the system.

h) Describe the process for inactivating items. Indicate if the original author of an item is informed if user from the NYCDOE inactivates an item that user created.

i) Describe if inactivated items can be reactivated, and the process that could be used for this purpose.

j) Describe how existing complete assessments can be edited and revised and the process for sharing them. Included in the explanation the process for limiting the availability of the assessments that would be used for customization to certain times within the year.

3.3-F ASSIGNMENTS

3.3-F-1 Provide functionality for the vendor to assign the assessments described in Component 1, as well as customized assessments, to students at the city, school, classroom, group, and individual levels and to specify the mode of administration (online, paper and pencil, etc).

3.3-F-2 Provide functionality for the educator (classroom) or administrator (school wide) to assign the assessments described in Component 1, as well as any customized assessment to students in the classroom or school and to specify the mode of administration (online, paper and pencil, etc). Provide the functionality for the user to control whether the student's score will be visible to the student upon conclusion of the assessment if the assessment is taken online.

Please address the points below in your response to the RFP (Section 4: program plan narrative):

a) Describe the process for the vendor to assign the assessments to students.

b) Describe if this process can be controlled at a city level by the NYCDOE. Provide screens shots of the process if applicable.

c) Describe the step-by-step process of making the assignments to students. Include screens shots displaying the steps for assigning assessments.

d) If applicable, describe the timeline and process used to make the assignments for a district for an administration window.

3.3-G ONLINE ADMINISTRATION

3.3-G-1 Deliver assessments via online computer administration. Be responsible for the operational process for capturing student responses in the online assessment and reporting platform and for capturing scores entered by educators.

3.3-G-2 Provide any school-based software or hardware necessary to allow for online assessment administration. Online assessments will be used in those schools with adequate computer hardware, software, network availability, and support to do so. It should be assumed that only computers with basic monitors, keyboards and a mouse will be available at schools; all other computer hardware or software must be itemized and included in the pricing. Include a list of any central servers or other central hardware, software, or services necessary to centrally support online assessment administration.

3.3-G-3 Provide technical support for the online assessment administration. Develop a plan to support users throughout the year and during specific periods of high usage accounting for the complexities associated with online administration.

3.3-G-4 Provide functionality allowing all reporting described in section 3.3-K to be available online immediately at the student and class level upon the completion of the assessment for online administration and within 24 hours for all other reports.

3.3-G-5 Provide a process to “force” score incomplete assessments administered online.

3.3-G-6 Enable users to take low stakes and higher stakes assessments using the same sign in information and system navigation. The system should support functionality to allow a teacher to administer ad hoc assessments as well as more secure, time-bound assessments.

Please address the points below in your response to the RFP (Section 4: program plan narrative):

a) Describe how student’s responses will be collected for assessments online for all types of items and tasks. Describe functionality related to discontinuing and resuming online assessments, including pausing and saving. Explain whether the responses are auto-saved and, if so, how frequently.

b) Describe type size, fonts and spacing used for the online assessments. Indicate if the assessments on screen can be seen in larger font for students with special needs. Explain how this functionality works and who can use it.

c) Describe if there are any additional methods of administration and data collection, including but not limited to, the use of clickers, iPads and smart boards.

d) Describe the level of security for assessments available through the online assessment platform. Include a description of any functionality that would allow an assessment to be administered within a narrow window versus being available throughout the year. Detail any permissions that would allow an assessment to only become available to a targeted audience on a limited basis.

e) Indicate if the platform could be used for “high stakes” assessments. Include in this explanation whether a single platform could be used for different assessments types (i.e. high stakes and formative) or whether this option exists across multiple platforms and describe the user experience for accessing the assessments.

f) Provide screenshots of the online administration process.

g) Describe the software and hardware necessary for schools to administer assessments online. Include technical specifications and requirements. Detail any requirements for the NYCDOE to centrally support the use of the online system (i.e. server capacity).

h) Provide evidence of successful online capacity and experience with online assessment administration.

i) Describe technical support plan and the types of support provided during periods of high usage.

j) Describe the processes that allow the reporting of online assessments to be available immediately.

k) If not available immediately, define the timelines when the reporting will be available.

l) Describe the situations in which an assessment would need to be force scored and the methodology used for force scoring.

m) Describe the logic of the “force” scoring and the implication on how the data is represented in the assessment and reporting platform.

3.3-H ASSESSMENT AND REPORTING PLATFORM CUSTOMIZATION

3.3-H-1 Provide the ability to customize the application to incorporate NYCDOE graphics, language, and guidance to educators. This can include but is not limited to the design of the website, reports, names of reports and language on the homepage.

3.3-H-2 Provide access to communicate with users through the assessment and reporting platform.

3.3-I LOCAL SCANNING AND SCORING

3.3-I-1 Provide functionality for schools to scan the paper and pencil responses to the machine-scorable items for all assessments listed in Component 1 (End of Course Assessments and Task Assessments). The responses will be captured either on the answer documents described in 3.3-S-3 that are pre-coded with student and assessment identification or on a blank answer document where the student and assessment identification are entered by the student.

3.3-I-2 Provide functionality for schools to anonymously or non-anonymously score the non-machine-scorable items of the Task Assessments or customized assessments against a rubric, capture the scores on an answer document, and scan the completed answer document. The responses will be captured either on the answer documents described in 3.3-S-4 that are pre-coded with class, student and assessment identification or on a blank answer document where the class, student identification, assessment identification and scores are entered by the educator.

3.3-I-3 Provide the functionality to allow an educator to enter both scores and written feedback on an answer document (i.e. a “complete rubric” template), to scan the rubric answer document, and display the scores and feedback online.

3.3-I-4 Provide the functionality to scan written student work so that it can be captured, searched for and anonymously or non-anonymously scored online.

3.3-I-5 Score the machine scorable assessments scanned by the school and process the data so it is available immediately in reports described in section 3.3-K within the assessment and reporting platform.

3.3-I-6 Provide functionality for educators to score items within the assessment and reporting platform. For non-machine scorable items, educators may include feedback aligned to particular parts of a student answer or in relation to parts of the rubric in addition to a score value.

Please address the points below in your response to the RFP (Section 4: program plan narrative):

a) Describe the process of scanning the completed answer documents at a school location. If available, provide screenshots of the functionality.

b) Describe the software and hardware necessary to scan the complete rubric answer documents. Describe any equipment that is assumed for use by the NYCDOE with the solution within these proposed solutions/processes. Include the technical requirements as well as the instructions for installing any hardware or software. Indicate if there is technical support available to assist schools in setting up local scanning. Include in the pricing of any hardware that is assumed to be purchased by the NYCDOE.

c) If the answer documents can capture both machine-scorable and non-machine-scorable responses, describe how the scanning captures the non-machine-scorable responses.

d) Describe how exceptions, answer documents that cannot be scanned, are handled. Describe the types of answer documents that would be considered “exceptions”. Describe how these exceptions are resolved.

e) Describe the process of scanning the completed rubric answer documents. If available, provide screenshots of the functionality.

f) Describe the software and hardware necessary to scan the complete rubric answer documents. Describe any equipment that is assumed for use by the NYCDOE with the solution within these proposed solutions/processes. Include the technical requirements as well as the instructions for installing any hardware or software. Indicate if there is technical support available to assist schools in setting up local scanning.

g) Describe how exceptions, answer documents that cannot be scanned, are handled. Describe the types of answer documents that would be considered “exceptions”. Describe how these exceptions are resolved.

h) Describe the scoring process.

i) If reporting is not immediately available, define how frequently data collected from the scanned completed answer documents will be uploaded into the assessment and reporting platform and the time frame in which reports will be available to educators.

j) If the answer documents can capture both machine-scorable and non-machine-scorable responses, describe how the scanned non-machine-scorable responses are represented in the system so that they can be viewed, annotated, and scored by educators.

k) Describe the process for an educator to score non-machine-scorable items. Include who would have permission to score a student’s work and what the scorer would be able to see or access while scoring (i.e. explain whether the scorer can see the prompt or rubric while reviewing student work).

l) If the assessment includes both machine scorable and non-machine-scorable items, describe how the scores are combined in the assessment and reporting platform to provide complete assessments reporting. Detail the process or sequence of steps that need to occur to report a complete score; be sure to include if one set or type of responses must be available for another (or if there is any impact from manually entering some scores while loading others).

3.3-J OPTIONAL ADMINSTRATION TECHNOLOGY

3.3-J-1 Provide the alternative methods of administration, scanning and scoring of the assessments listed in Component 1 as well as customized assessments which are created within the assessment and reporting platform (i.e. clickers, iPads, etc.)

Please address the points below in your response to the RFP (Section 4: program plan narrative):

a) Describe the additional option of administration for each type of assessment and item type including the necessary materials, equipment and facilities. If available, provide screenshots and a process map of the functionality.

3.3-K ASSESSMENT REPORTING

3.3-K-1 Provide robust online reporting for the assessments describe in Component 1 and customized assessments created by educators as described in 3.3-D. Provide access to the reporting anytime and anywhere, including outside the school building, after-school, in the evening and over the weekend.

3.3-K-2 Provide reporting on each level of hierarchy of users and organizations in the NYCDOE as defined in section 3.3-C-1.

3.3-K-3 Provide assessment reporting that displays the alignment to standards of the items within the assessment.

3.3-K-4 Provide the following reports for <u>network administrators</u>:

- Overall assessment performance as well as strengths and weaknesses relative to the specific standards in the NYS CCLS for Literacy and Mathematics and NYSS for Science and Social Studies on the school, classroom, and student level
- Overall assessment performance as well as strengths and weaknesses relative to the specific standards in the NYS CCLS for Literacy and Mathematics and NYSS for Science and Social Studies on the school level relative to other and all NYCDOE schools
- Overall assessment performance as well as strengths and weaknesses relative to the specific standards in the NYS CCLS for Literacy and Mathematics and NYSS for Science and Social Studies on the classroom level relative to other classrooms in the same grade level in the school and in other and all NYCDOE schools
- Overall assessment performance as well as strengths and weaknesses relative to the specific standards in the NYS CCLS for Literacy and Mathematics and NYSS for Science and Social Studies on the student level relative to other students in the same school and in other and all NYCDOE schools
- Roster reports, listing the range of scores at each school, each class, and/or by individual student and the ability to sort these reports by student and score
- Cumulative report, at the grade level, class level, and student level that includes the cumulative standards-based results from assessments chosen by the educator throughout the year

3.3-K-5 Provide the following reports for <u>school administrators, data specialists and test coordinators</u>:

- Overall assessment performance as well as strengths and weaknesses relative to the specific standards in the NYS CCLS for Literacy and Mathematics and NYSS for Science and Social Studies on the school, classroom, and student level
- Overall assessment performance as well as strengths and weaknesses relative to the specific standards in the NYS CCLS for Literacy and Mathematics and NYSS for

Science and Social Studies on the school level relative to other and all NYCDOE schools

- Overall assessment performance as well as strengths and weaknesses relative to the specific standards in the NYS CCLS for Literacy and Mathematics and NYSS for Science and Social Studies on the classroom level relative to other classrooms in the same grade level in the school and in other and all NYCDOE schools
- Overall assessment performance as well as strengths and weaknesses relative to the specific standards in the NYS CCLS for Literacy and Mathematics and NYSS for Science and Social Studies on the student level relative to other students in the same school and in other and all NYCDOE schools
- Roster reports, listing the range of scores at each school, each class, and/or by individual student and the ability to sort these reports by student and score
- Exportable Matrix Report at the grade level and class level including students' names, standards, question numbers, the correct response, the student response and color coding on performance level
- Cumulative report, at the grade level, class level, and student level that includes the cumulative standards-based results from assessments chosen by the educator throughout the year

3.3-K-6 Provide the following reports for <u>educators</u>:

- Overall assessment performance as well as strengths and weaknesses relative to the specific standards in the NYS CCLS for Literacy and Mathematics and NYSS for Science and Social Studies on the classroom, and student level
- Overall assessment performance as well as strengths and weaknesses relative to the specific standards in the NYS CCLS for Literacy and Mathematics and NYSS for Science and Social Studies on the classroom level relative to other classrooms in the same grade level in the school and in other and all NYCDOE schools
- Overall assessment performance as well as strengths and weaknesses relative to the specific standards in the NYS CCLS for Literacy and Mathematics and NYSS for Science and Social Studies on the student level relative to other students in the same school and in other and all NYCDOE schools
- Item analysis per assessment including a link to the actual item and explanation of the correct answer or distractor analysis for each item (where feasible distractors are available) on the school, classroom, and student level
- Roster reports, listing the range of scores at each class, and/or by individual student and the ability to sort these reports by student and score
- Exportable Matrix Report at the classroom level including students' names, standards, question numbers, the correct response, the student response and color coding on performance level
- Cumulative report, at the class level and student level that includes the cumulative standards-based results from assessments chosen by the educator throughout the year.

3.3-K-7 Provide the following reports for <u>students</u>:

- Overall assessment performance as well as strengths and weaknesses relative to the specific standards in the NYS CCLS for Literacy and Mathematics and NYSS for Science and Social Studies
- Item analysis per assessment including a link to the actual item and explanation of the correct answer or distractor analysis for each item (where feasible distractors are available) on the school, classroom, and student level

3.3-K-8 Provide the following reports for parents/guardians:

- Overall assessment performance as well as strengths and weaknesses relative to the specific standards in the NYS CCLS for Literacy and Mathematics and NYSS for Science and Social Studies
- Item analysis per assessment including a link to the actual item and explanation of the correct answer or distractor analysis for each item (where feasible distractors are available) on the school, classroom, and student level

3.3-K-9 Provide the functionality to permit educators to disaggregate data within each type of report at each organization level within the assessment and reporting platform including the student user level according to NCLB reporting categories and other demographic data including, but not limited to, IEP and ELL status. Provide the functionality for educators and other user types to create their own groupings and view reporting based on those customized groupings.

3.3-K-10 Provide functionality within the reports to indicate which students individually and as groups are in need of help on a particular skill based performance on a specific assessment. Include graphic elements, where appropriate, to create a more user-friendly format for analyzing the data and to highlight areas in need of focus.

3.3-K-11 Provide the functionality for users to export reporting data into user friendly formats including, but not limited to Microsoft Excel and Word. Provide the functionality for all reports to be printable, individually and in batches, in an easy-to-read format without awkward page breaks.

3.3-K-12 Provide the ability for educators and students to see, if allowed, the answers and explanations to each item including rubrics for the Task Assessments and other non-machine-scorable items that includes a rubric.

Please address the points below in your response to the RFP (Section 4: program plan narrative):

b) Describe how the raw assessment data is transformed into reporting.

c) Describe the ability to report on assessment results from other assessment (i.e. state test data or data from a previous contract) with the same or different standards that the assessments described in Component 1.

If proposing an existing platform:

d) Describe the current reporting platform and its functionality. Include screenshots of the current reporting available and the system requirements.

e) Describe how the assessment and reporting platform allows for various levels of users to have access to reports.

f) Describe how the platform can flexibly accommodate any changes in organizational structure during the time of the contract.

g) Describe how the reporting displays the alignment.

h) Describe if the reports can display results relative to standards other than those of NYSS and the NYS CCLS, such as the skills assessed on NAEP.

i) Describe the flexibility of the assessment and reporting platform to add another level of hierarchy within the standards either defined by changes in the NYS CCLS or NYSS or a taxonomy defined by the NYCDOE. The NYS CCLS does not currently have the equivalent of a "performance indicator"; should one be added in the future, or if the NYCDOE decides to include an additional level of taxonomy, describe how the assessment and reporting platform would accommodate this change.

j) Describe the ability of the assessment and reporting platform to display alignment to multiple standards at the same time.

k) Describe the ability of the reporting to display partial alignments to standards.

l) Describe the methodology for aggregating student data and the availability of the resulting aggregated data. Identify how data will be aggregated for each level in the hierarchy. Identify how the proposer will ensure accurate calculations and reporting.

m) Describe if additional data fields imported into the assessment and reporting platform via the student data file (see 3.3-M) can be viewed in the reporting and disaggregated by those data fields.

n) Address how the reporting of assessments will be handled in the following scenarios of student and educator mobility during the school year including windows of assessment administration:

   i. Administrators will move up and down the hierarchy
   ii. Educator will move schools
   iii. Educators will be associated with multiple schools
   iv. Student will move schools
   v. Students will move classes
   vi. Students will have multiple classes in the same content area
   vii. Students will be associated with multiple schools
   viii. Students will move in and out of courses throughout the year. Identify how regularly changes in this course enrollment history can be reflected in the reporting of the previous course and the current course.

o) Describe how students or groups are identified.

p) Describe the graphic elements of the reporting.

q) Indicate in what format reports are exported.

r) Indicate in what format reports are printed (e.g., PDF).

s) Describe how students and educators can access this information within the reports.

In addition to satisfying the requirements above, for Service 1: End of Course Diagnostic assessments the successful proposer will:

3.3-K-13 Provide the following reports for educators and administrators:

- Reports indicating growth measures for individual students
- Reports indicating growth with a baseline of an individual's performance on the NYS summative assessments.
- Reports indicating student growth performance relative to other students in the NYCDOE schools
- Reports indicating classroom growth performance relative to other NYCDOE schools and other relevant subgroups

Please address the points below in your response to the RFP (Section 4: program plan narrative):

a) Describe how the growth measure is displayed as well as the comparisons to other students. If available, provide screenshots of the reporting.

In addition to satisfying the requirements above, for Service 2: Task Assessments the successful proposer will:

3.3-K-14 Provide a cumulative report with a weighted average report of the "scaffolded task" which provides educators a snapshot of how students are performing throughout the task.

3.3-K-15 Provide class and student level reports based on the criteria defined in the rubric (including educator-created rubrics).

Please address the points below in your response to the RFP (Section 4: program plan narrative):

a) Describe the current reporting functionality. Include screenshots of the current reporting available.

b) Describe how the performance levels are displayed in the reporting.

3.3-K-16 Provide the ability for educators to access the materials associated with the "scaffolded" tasks with the individual reports for the scaffolded materials as well as within the cumulative report of the entire "scaffolded task".

Please address the points below in your response to the RFP (Section 4: program plan narrative):

a) Describe how the materials are accessed through the reporting.

b) Describe if the reporting functionality could include educator feedback and comments from educators who have access to the reports.

The DOE is interested in additional reporting functionality in relation to this RFP, including the functionality listed below. If a proposer has this functionality, please address the requirements described below:

3.3-K-17 *OPTIONAL*: Provide additional information through the reporting platform, including but not limited to:

- Indication of the standard and skills being assessed by each item
- Indication of the depth of knowledge and/or level of difficulty of the item
- Possible solution pathways to open-ended or task assessments with a minimum of 2 and a target of 2-4
- Description of or link to any manipulatives that are needed to answer the item
- Scoring rubrics for all short constructed response items, extended response items, performance tasks, and any other non-machine-scorable items
- Readability index for all passages used in items
- Estimated amount of time it takes for the average student to answer the item
- Statistics to help educators understand the performance of the item in use within similar student populations

Please address the points below in your response to the RFP (Section 4: program plan narrative):

a) Describe if the following information viewable via reports. If the information above is not available for existing items, the proposal should include a timeline for development of such information.

3.3-K-18 *OPTIONAL*: Provide the following functionality in the assessment and reporting platform:

- Include or exclude assessments taken in Spanish, Braille and large-print
- Comparison reports between assessments or student progress on particular standards or skills over time
- Embed links to documents or knowledge objects in the ARIS knowledge repository (i.e. links from displays of item analyses on particular skills in the assessment and reporting platform to available resources in ARIS on that particular skill or concept)

Please address the points below in your response to the RFP (Section 4: program plan narrative):

a) Describe if this functionality is available.

If proposing an existing platform:

b) Describe any additional reports currently available in the assessment and reporting platform.

3.3-L LONGITUDINAL REPORTING

3.3-L-1 Provide longitudinal reporting in the assessment and reporting platform by maintaining student reports indicating overall assessment performance as well as strengths and weaknesses relative to the specific standards in the NYS CCLS for Literacy and Mathematics and NYSS for Science and Social Studies across grade levels. For example, with longitudinal reporting, an educator planning for his/her class before school begins in September can examine the performance on the previous years' assessments and of students in his/her upcoming classes.

3.3-L-2 Provide functionality to meet the changes in the NYCDOE organizational structure so that the longitudinal reporting will reflect the current structure. The reporting should be connected to both the student and the educator so if a student moves the prior year reporting will be available to the new educators and also remain viewable to the former educator. Current reporting of that student should not be accessible to previous educators.

3.3-L-3 Archive data for 14 years for each student permitting longitudinal analyses at the student, school, and city levels. Student data will be archived permanently upon the student's exit from the NYCDOE and must be able to be reinstated upon student return. Data will be archived by student and by class associations.

Please address the points below in your response to the RFP (Section 4: program plan narrative):

c) Describe the functionality of the longitudinal reporting including what reports in additional to the overall performance and strengths and weakness can be included and how educators access the reporting.

d) Describe how the reporting of assessments will be handled in the following scenarios for describing student and educator mobility:

   i. A group of students move into a new grade at the start of a school year.

   ii. Students will move in and out of courses throughout the year. Identify how regularly changes in this course enrollment history can be reflected in the reporting of the previous course and the current course.

   iii. An educator starts the school year teaching a course, but then is removed from that course or reassigned to a different course.

e) Define the process for auditing linkages between educators and students longitudinally (e.g. timestamps) including administrators or network personnel who change roles.

f) Describe the process for archiving assessment data and student responses, if applicable.

3.3-M IMPORTING USER DATA

Import student demographic information, class rosters, and educator information from the systems used by the NYCDOE into the assessment and reporting platform. Provide a process for updating student information periodically and particularly before each large-scale administration of assessments via an import from the NYC student information systems.

3.3-M-1 Provide functionality within the assessment and reporting platform to import permissions in bulk or such capability to be manually entered. Administrators should be able to change or reset user permissions (individually or en masse), if necessary. Access permissions for NYCDOE users are always subject to change therefore, the system should provide flexibility to alter access and permissions.

As context, the DOE is in the process of developing a "Data Core" consisting of Data Stores, Data Domains, and Interfaces for exchanging data between the DOE and external parties. An assessment platform will exchange roster and assessment data with the DOE via Data Core.

The Data Core may receive and store both structured and unstructured data from an assessment platform. Structured data is provided in a tabular format (e.g. students' item level responses), while unstructured data is non-tabular (e.g. assessment items and scanned answer sheets). The Data Core has several interfaces that can be leveraged with an assessment platform, including:

1) Web Services Interface: receives data in near-real-time via a set of generic, flexible web services
2) Batch Interface: sends/receives data as a .CSV file for data loads that do not require or cannot support web services integration
3) Content Interface: sends/receives unstructured data linked to other Data Core data records

The Data Core may receive assessment data in bulk or as data deltas (add/modified/deleted records), and the assessment platform should be able to accommodate both approaches.

- System shall be able to interface with DOE Systems through the DOE ESB.
- System shall be able to pick up files from dedicated ftp server or source system and process the information.
- System shall be able to schedule batch jobs to process the data from the ftp servers.
- The dedicated ftp server shall have a structured directory for placing the files from different internal systems.
- System shall able to provide exception and auditing logs.
- System shall have the ability to use XML technologies and XML Data Type Definitions (DTDs) to describe data elements for interface data from internal systems.

Please address the points below in your response to the RFP (Section 4: program plan narrative):

a) Describe the process for importing student data including, but not limited to the file format options.
b) Describe the duration of the import for importing all students and educators listed in Appendix L-1. If automated, regular files are not possible within the first year of the

contract; this import process should take no more than five (5) days. Describe the difference in the process and timelines if NYCDOE provided complete data files for all transfers and if NYCDOE instead provided only deltas.

c) Indicate if the system can assign students to multiple classrooms per content area and multiple educators to a classroom.

d) Describe how documentation for import-file specifications will be maintained.

e) Detail the flexibility for the NYCDOE to add additional data fields to the data import including additional demographic information.

f) Describe if users have the ability to upload user and class data into the administration and reporting system and the processes users could employ to do this.

g) Describe how the system imports student demographic information, class rosters and educator information from the systems used by the NYCDOE.

h) Describe if there is a more automated way of integrating user data.

i) Describe how permissions can be imported. Include in this description whether all roles would need to be updated at one time or whether subgroups could be updated without impacting the entire user group.

j) Describe the process for auditing appropriate access for educators, administrators or network personnel who change roles. Define the process for resetting or removing roles from uses.

3.3-M-2 Populate the assessment and reporting platform with historical data.

k) Describe the resources, capabilities and expertise of the organization in the following areas:

- Final Data Model
- Requirements (Data Integration and Data Management, includes Exceptions Handling, Auditing, Cleansing)
- Source-to-Target Mapping
- Business Process Analysis (exceptions handling, auditing, cleansing)
- Data Integration
- User Acceptance Testing

l) Include specific references with clients to demonstrate these capabilities.

3.3-N CONTENT ACCEPTANCE

Accept assessment content (as described in Component 1) from the vendors selected to fulfill the services in to the assessment and reporting platform. Accept additional resources such as items to be housed in the Task and Item Bank (as described in 3.3-P) as well as Instructional Resources (as describe in 3.3-Q).

3.3-N-1 Provide online access to the appropriate administrative materials (described in 3.3-R) and allow the administrative materials, electronic versions of the paper and pencil test booklets, and the materials associated with the "scaffolded" tasks (described in 3.2-A-1) to be printable from the assessment and reporting platform.

3.3-N-2 Ingest third party content that is aligned to the NYSS, the CCLS, and the NYS standards for ELL assessments. Third party content may come from an organization external to the NYCDOE or from the NYCDOE itself; all content for ingestion will meet the agreed upon standards included within the scope of this RFP and finalized during the selection and contracting periods.

3.3-N-3 When grade bands are encountered (a standard crosses multiple grades), the corresponding standard may be repeated at each grade level within the grade band.

3.3-N-4 Ingest third-party content that is IMS Common Cartridge v1.0. or SCORM standards compliant.

3.3-N-5 Ingest assessments and assessment item content that are compliant with IMS QTI v1,2,1 as specified in IMS Common Cartridge v1.0.

3.3-N-6 Receive and store metadata in IEEE LOM format.

3.3-N-7 Ingest older content that may not follow current standard specifications.

3.3-N-8 Comply with security rules, which are defined by DOE, for content ingestion.

3.3-N-9 Support delivery of content from the providers without impacting the performance of the assessment and reporting platform.

3.3-N-10 Stage the raw content from the third-party content providers prior to publication to allow for review by NYCDOE, if necessary.

3.3-N-11 Perform data cleansing on the raw content before publication.

3.3-N-12 Work with content provider to ensure that content appears correctly in assessment and reporting system and that assessments are able to be scored appropriately using the rubrics and associated materials. Accuracy of the content (included alignments and metadata) is the responsibility of the content provider. Functionality of the content within the data and reporting system is the responsibility of the technology provider.

3.3-N-13 Delete third party content in the event that a contract or relationship with a third party content provider dissolves.

Please address the points below in your response to the RFP (Section 4: program plan narrative):

a) Describe the process for importing content including, but not limited to, file formats, process, technical specifications, contracts, permissions, etc. Provide samples where appropriate.

b) Provide evidence of successful completion of content sharing with third parties. Describe the quality assurance processes necessary to ensure accurate representation.

c) Describe how educators access the materials within the assessment and reporting platform.

d) Describe and provide screenshots of how the scaffolded materials are organized and available to educators.

3.3-O INTEGRATION AND TESTING

3.3-O-1 Integration and testing services are the activities associated with the confirmation that the individual program components work together properly and as a whole perform their specified functions. This includes platform interfaces to other platforms already in production at or being developed by DOE or outside providers as stated in the requirements documents.

3.3-P TASK AND ITEM BANK

3.3-P-1 Provide functionality within the assessment and reporting platform to house a bank of items and tasks (including passages) that can be accessed as the content for the assessment creation functionality (described in 3.3-D).

3.3-P-2 Provide the functionality for the NYCDOE to contribute content to these banks.

Please address the points below in your response to the RFP (Section 4: program plan narrative):

a) Describe the process for importing content including, but not limited to, file formats, process, technical specifications, contracts, permissions, etc. Provide screenshots where appropriate.

a) Describe which characteristics will be searchable within the bank (grade, content area, standard, etc.)

b) Describe if assessment and reporting platform can hold and distinguish between multiple banks of items.

b) Describe the format for importing NYCDOE content.

3.3-Q INSTRUCTIONAL RESOURCES

3.3-Q-1 Provide access to the content of the Instructional Resources in the assessment and reporting platform.

Please address the points below in your response to the RFP (Section 4: program plan narrative):

a) Describe the functionality to connect to resources to the End of Course Assessments, Task Assessments, English Language Learner Assessments through the reporting described in 3.3-K, in order to support instructional needs.

b) Describe how users access the instructional resources and if they can be accessed at home as well as at school. Describe how educators can search for specific resources (i.e. by standard, skill, etc.).

c) Describe if the following features or functionality is available:

    i. Printing the resources

    ii. Reporting on instructional resources

    iii. Viewing results of completed resources alongside other results in the assessment and reporting platform

iv. Link to external platforms of educational resources
v. Assigning resources to individual and groups of students
vi. Scheduling the assignment of resources in advance
vii. Access for parents to view and or assign resources
viii. Automatic assignment based on the results of an assessment
ix. Automatic assignment based on the results of an instructional resource
x. Administration through clickers, iPads, or other technology
xi. Edit the instructional resources (for content, length, etc.)
xii. Group the instructional resources for assignment

d) If available, include screenshots of the relevant functionality.

e) Describe ways in which views and supporting text might be customized for the NYC audience.

f) Describe the functionality of the messaging system including its limitations.

g) Demonstrate that the system allows users to import instructional resources.

3.3-R ASSESSMENT ADMINISTRATION MATERIALS

Provide assessment administration materials (Assessment Administration Guides, Test Coordinator Guides, student instructions) for proctors, educators and students. These manuals must contain clear, detailed, and logically-sequenced directions for the assessment administration. Directions for each grade and content area may vary.

3.3-R-1 Develop these guides modeled after the NYS materials, including a sample script, if appropriate. Include instruction on how to interpret the results from the assessments including but not limited to protocols, graphic organizers and how to find resources based on the interpretation of the results.

3.3-R-2 Develop these guides to include information noting that for Special Education students with IEPs and general education students with 504 plans, the assessments should be administered, as closely as possible, according to the SED guidelines on test accommodations.

3.3-R-3 Develop administration materials and student directions for all modes of administration, including but not limited to online and paper and pencil administration.

3.3-R-4 Develop these materials in conjunction with the NYCDOE. Manage a schedule of development that includes appropriate time for NYCDOE review. Materials would be revised and reviewed before each test administration window.

Please address the points below in your response to the RFP (Section 4: program plan narrative):

a) Describe the process of developing these materials. Provide samples of administration materials.

b) Describe the process for development and review of these materials.

3.3-S PAPER AND PENCIL ASSESSMENT ADMINISTRATION

Provide the necessary materials for the assessments to be administered via paper and pencil including test booklets, answer documents.

3.3-S-1 Provide all typesetting and design for the all printed materials related to administering assessments via paper and pencil. Type, size, font, images, and spacing must be developmentally appropriate. The vendor will be responsible for quality control and error correction. Obtain approval from the NYCDOE on all printed materials (mock-ups and final proofs) must be approved in writing by NYCDOE before they are sent to print. Provide one (1) full-length sample for each proposed assessment mirroring the characteristics of the operational form for each grade-level.

3.3-S-2 Provide answer documents to facilitate the scanning of the paper and pencil responses to machine-scorable items on all assessments listed in Component 1 by the vendor. Pre-code the answer documents with individual student and assessment information. Provide blank answer document where individual student and assessment information can be provided by the student on the answer document.

3.3-S-3 Provide answer documents to facilitate the scanning of the paper and pencil responses to machine-scorable items on all assessments listed in Component 1 and customized assessments at a school location.

3.3-S-4 Provide an answer document for Task Assessments so that an educator can complete a rubric (to score the assessment) for an entire class that can then be scanned locally to create both student-level and class-level reporting.

3.3-S-5 Print high-quality assessment booklets, answer documents, administration materials, and other related assessment materials according to NYCDOE specifications. Submit production plans which indicate the general layout to the NYCDOE for approval.

3.3-S-6 Provide collated packs of student pre-coded answer document to be scanned by the vendor on a class by class basis.

3.3-S-7 Prepare pick-and-pack delivery to the schools. The quantities of each package will be specified by the NYCDOE and final quantities three (3) weeks before assessment administration. The formula for the percentage of extra amounts shall be determined by the NYCDOE. Specifications may change for each assessment administration. Deliver a sample package to the NYCDOE for approval prior to vendor packaging of assessment materials. In grades PK -7, schools will be allowed to order one assessment per content area and grade combination per ordering window. In grades 8-12, schools will be allowed to order multiple assessments per content area and grade combination per window. The NYCDOE requires at least 48 hours for approval of the packaging of assessment materials.

3.3-S-8 Deliver printed assessment materials to schools according to the following guidelines:

- Deliveries will occur during a minimum of four windows per year, but assessments can be administered at any time during the year.
- Delivery dates and schedules will be determined by the NYCDOE, but will be contained in ordering windows that will occur four times during the year.
- Deliver assessments between 8:30 a.m. and 3:00 p.m. during school days, on specified dates, to approximately 1,600 assessment sites (including all schools,

regional offices, central headquarters, and additional sites within the 5 boroughs of NYC).

- In the event that additional deliveries are needed, provide a process for just-in-time delivery based on school requests during the assessment window during school hours (between 8:30 a.m. and 3:00 p.m.).

3.3-S-9 Provide an integrated online ordering process where schools can order assessment materials directly through the assessment delivery and reporting platform on a standing schedule or periodic basis and deliver the assessment and answer documents within a specific time frame after orders are placed.

3.3-S-10 Provide NYCDOE with customizable status reports (printing, shipping, and deliveries) on a weekly basis. Format of the reports will be designed with guidance from NYCDOE.

Please address the points below in your response to the RFP (Section 4: program plan narrative):

a) Describe the process of design for printed materials from the assessment forms provided by the selected vendor of Component 1.

b) Describe where in the design process the NYCDOE will have the opportunity to provide feedback and approval.

c) Describe in detail the features and functionality of the answer document. Provide samples or mock-ups of the answer documents described.

d) Indicate if answer documents are available to facilitate the scanning of non-machine-scorable responses. Indicate if the answer document can facilitate the scanning of both machine-scorable and non-machine-scorable items simultaneously. Provide samples or mock-ups of the answer documents described.

e) Describe how students respond to assessments on paper for all types of items and tasks (including machine-scorable and non-machine-scorable items).

f) Describe in detail the features and functionality of the answer document.

g) Describe if these documents can be printed from the school location and if there is the functionality to pre-code the documents printed at the schools.

h) Describe how answer documents are available to facilitate the scanning of non-machine-scorable responses. Indicate if the answer document can facilitate the scanning of both machine-scorable and non-machine-scorable item simultaneously. Provide samples or mock-ups of the answer documents described.

i) Describe how students respond to assessments, including customized assessments, on the answer documents for all types of items and tasks (including machine-scorable and non-machine-scorable items). Provide samples or mock-ups of the answer documents described.

j) Describe in detail the features and functionality of the answer document. Provide samples or mock-ups of the answer documents described. Describe if these documents can be pre-coded with class, individual student and assessment information.

k) Describe the printing processes including specification for ink color, paper color and paper quality.

l) Include a description of the process for quality control and for procedures used to reduce errors in printing, assembly, packing and shipping. The vendor will be responsible for specifying contingency plans for error correction. If an error is found, indicate process and timeline for correcting errors.

m) Describe collation and distribution of pre-coded student answer documents, assuming documents can be pre-coded, on a class by class basis. Address how the items will be delivered and marked to support the following scenarios:

   i. A student in a given class/course might be linked to more than one educator at any given time

   ii. A class/course might have more than one educator at any given time (not primary versus secondary educator; but co-educators)

   iii. A student might be enrolled in more than one course at any time during the year

   iv. A student might be enrolled in more than one course of a particular core content area at any time during the year

   v. A student in a “special population” and who will be assessed outside of a normal course structure

   vi. Schools will often offer a course section more than once during a given school year – but within different terms. Uniqueness of courses is then a combination of School-Term-Course/Code-Section

   vii. Schools will have different term schedules

n) Indicate the minimum amount of time necessary from when the vendor receives final order quantities and shipping locations to when the materials are delivered in schools.

o) Describe how materials can be shrink-wrapped assessment materials (test booklets, answer documents) where appropriate.

p) Describe if the printing process could accommodate an ongoing on-demand print and shipping option for a subset of schools wishing to customize throughout the school year.

q) Describe the just-in-time ordering process.

r) Describe the functionality of the online ordering system.

s) If an integrated system is not available, describe the process for an external, but still online, order process.

t) Indicated the shortest timeframe for fulfillment and the maximum capacity for that timeframe.

u) Indicate the shortest timeframe for fulfillment given the maximum capacity of order as defined in Appendix K-3 - Printing Estimates.

v) Describe or provide examples of available status reports.

3.3-T VENDOR SCANNING AND SCORING

Scan the paper and pencil responses to the machine-scorable items for all assessments listed in Component 1 (End of Course Assessments and Task Assessments). The responses will be captured on the answer documents described in 3.3-S-2 and will be either pre-coded with student and assessment identification or will be on a blank answer document where the student and assessment identification will have been completed by the student.

3.3-T-1 Provide a process for individual school locations to return the completed answer documents to the vendor for scanning and scoring.

3.3-T-2 Score the assessments and process the data so it is available in reports described in section 3.3-K within 5 days of when the completed answer documents are picked up from the school locations.

3.3-T-3 Provide a process to "force" score incomplete assessments.

Please address the points below in your response to the RFP (Section 4: program plan narrative):

a) Detail the process for the collecting the completed assessments from the school sites including the instructions provided to educators or test coordinators who are responsible for the post-administration of the assessments.

b) Describe the availability for status reporting on the process of collecting the completed assessments from the school sites.

c) Describe the process of scanning completed answer documents.

d) If the answer documents can capture both machine-scorable and non-machine-scorable responses, describe how the scanning captures the non-machine-scorable responses.

e) Describe how exceptions, answer documents that cannot be scanned, are handled. Describe the types of answer documents that would be considered "exceptions" and how these exceptions are resolved.

f) Describe the scoring process.

g) Define how frequently data collected from the scanned completed answer documents will be uploaded into the assessment and reporting platform and the time frame in which reports will be available to educators.

h) If the answer documents can capture both machine-scorable and non-machine-scorable responses, describe how the scanned non-machine-scorable responses are represented in the system so that they can be scored by educators.

i) For assessments that include both machine-scorable and non-machine-scorable items, describe how the scores are combined in the assessment and reporting platform to provide complete assessments reporting.

j) Describe the situations in which an assessment would need to be "force" scored.

k) Describe the logic of the "force" scoring and the implication on how the data is represented in the assessment and reporting platform.

l) Identify the circumstances where it might be necessary to remove data (e.g., duplicative entry, missed entry etc.). Identify the process for removing data, if necessary.

3.3-U CUSTOMIZED REPORTS

Provide customized reports in an electronic format for integration into a variety of reporting systems (i.e. the Achievement, Reporting, and Innovation System (ARIS)) as well as specific custom data pulls for the purposes of research, usage reporting and other internal uses. Customized reports must include the capacity to access archived data, should the NYCDOE require access. Provide the data file extract in XML and/or flat text format.

3.3-U-1 Provide data at the request of the NYCDOE that captures system use and behavior within the platform.

3.3-U-2 Provide data which meets the specifications defined by the content provider in order to conduct research on the content performance.

3.3-U-3 Provide data exports that capture custom developed items and all accompanying item information, including but not limited to alignments, copyright, etc.

3.3-U-4 Provide a data export from assessments administered online or responses scanned into the system into a distributed scoring system. Receive and display scored results back from that system.

3.3-U-5 At the conclusion of the contract, the vendor shall securely provide data files including all scored item-level responses from students that will allow the NYCDOE to conduct future analyses and recalibrate items. The NYCDOE shall provide specifications for final data file(s).

Please address the points below in your response to the RFP (Section 4: program plan narrative):

a) Describe in what format the assessment performance data from the assessment and reporting platform will be exported in order to import the data into the data management system, the Achievement, Reporting, and Innovation System (ARIS) or other central systems of reporting.

b) Describe the process and timeline for requesting customized reports and the frequency of available output of the electronic data files.

c) Describe the format of the data.

d) Describe the timeline for providing data on assessment and item performance to research and/or the content provider following an administration.

e) Describe the file type, structure and process used to deliver items and accompanying information.

f) Describe all metrics available to show system use. Explain how these characteristics can be captured and shared with the NYCDOE.

g) Describe the timeline for delivering these reports after the conclusion of the PA Program.

3.3-V CUSTOMIZED FUNCTIONALITY

Provide customization in the assessment and reporting platform to meet additional functionality needs of the NYCDOE. As the landscape of assessment evolves over the next several years, the NYCDOE anticipates the need for custom development.

Please address the points below in your response to the RFP (Section 4: program plan narrative):

a) Describe the process for scoping and pricing custom development.

b) Provide an example of custom development that has been completed at the request of a particular customer. Include timelines, detail the customer collaboration, and the process for user acceptance testing and deployment.

SERVICE 4: PROFESSIONAL DEVELOPMENT

3.4-A **PROFESSIONAL DEVELOPMENT CONTENT**

3.4-A-1 Deliver customized professional development for instructional leaders and educators in the NYCDOE to communicate the intention and use of the PA Program, how it is connected to and supports other NYCDOE initiatives and how to use the resources provided in the portfolio as part of a schools' individual assessment strategy. Develop modules of professional development with the following attributes:

- Modules of professional development should include agendas with clear goals, outcomes and facilitator guides
- Participants in the professional development should be working with authentic data generated by the assessments
- Professional development should support identifying student learning needs through looking at data and responding to those student learning needs
- As appropriate, professional development should be ongoing, provided online and job-embedded
- Professional development should be able to be delivered in-person as well as accessed online.
- Professional development should be differentiated by content area, grade-span, assessment type and audience

3.4-A-2 Develop modules of professional development including but not limited to the following topics:

- How to administer the assessments and understand the assessment and reporting platform.
- How to use the data from the reports based on the assessments in the PA Program to identify instructionally actionable information in order to improve their classroom instruction and student learning
- How to look at data, identify instructionally relevant information, and develop appropriate action plans. For example, understanding how to use the distractors erroneously selected by students to diagnose the possible instructional needs for an individual student or group of students or understanding how to use a rubric to score consistently
- How to integrate assessment data into collaborative educator team planning
- Understanding Assessments (assessment literacy)
- How to use "scaffolded" tasks with "independent" tasks
- How to give helpful feedback on student work using a rubric
- How to structure a rubric moderation meeting at the school level describing the participants, agenda, and effective ways to facilitate a discussion about the rubric and student work
- How to schedule assessments and make assessment assignments, how to create or modify assessments for the Customized Assessments, how to input the scores for

constructed response items, how to access reports, how to input student information and the logistics for distributing assessments and answer documents.

- How to use the rubrics associated with the assessments including the ability to assess student writing and how to enter that information into the assessment and reporting platform.
- How to recognize multiple solution pathways as valid in mathematics assessment. Learning how the majority of the "points" can be awarded even if the answer is wrong. Understanding that rubrics for mathematics are more about process and thinking than the right answer.

3.4-A-3 Develop a training plan for NYCDOE staff, educators, principals and network personnel to ensure the effective implementation and use of data from the periodic assessments while avoiding disruption to classroom instruction. Propose a schedule of professional development sessions, taking into consideration that the first year of the contract the professional development will focus on providing product training in concert with other NYCDOE instructional priorities and the remaining years of the contract should focus on updating those materials and integrating the product training into NYCDOE developed and provided models and modules of professional development.

3.4-A-4 Use demonstration accounts and environments with real data sanitized for use in professional development and training purposes.

3.4-A-5 Provide educators access to online professional development resources to support use of the assessment and reporting platform features and functionality..

Please address the points below in your response to the RFP (Section 4: program plan narrative):

a) Describe the professional development methodology. The NYCDOE believes that people learn by doing, and a primary goal of training should be to develop capacity at all levels of educators.

b) Describe how assessment literacy and collaborative team planning is integrated into the content of the professional development.

c) Describe or recommend additional topics of professional development.

d) Provide examples of existing professional development content.

e) Describe the various methods of delivering professional development including in person, online webinars, and online training modules including videos. If a "train the trainer" model is proposed, training must include how to deliver the training sessions to other educators and administrators, and support materials for doing so.

f) Describe a recommended method that is both cost-effective and instructionally-effective for providing systems of training and professional development on the component(s) of the system they are proposing.

g) List and the materials that will be provided to support the recommended professional development implementation. The NYCDOE reserves the right to approve, revise, and reuse all training curricula and materials to meet the needs of NYCDOE schools before and during implementation.

h) Define professional development expectations for educators participating in professional development. Identify how much time will be required and the ability of the proposer to schedule flexibly.

i) Describe any time proposed to utilize NYCDOE technology staff to help set-up the systems training or professional development. Proposals should describe any equipment or facilities beyond a classroom that are needed for the training.

j) Describe the user of demonstration accounts in professional development including the materials and maintenance associated with this environment and the capability for the NYCDOE to customize and manipulate assessments and users within that environment.

k) Describe the depth and breadth of the professional development topics, how educators access the resources, the ability to use these resources individually or in group and the ability for administrators to assign and track usage of these online supports.

l) Provide examples of professional development topics as well as screen shots and a process flow for how an educator would access the resources.

m) Describe the ability to assign out professional development.

n) Describe the curriculum to support the professional development and how the content can build capacity in schools.

o) Describe the level of technology training included in the professional development.

p) Describe the demo environment that would be available for training use. Include in the description how and when updates would take place to ensure that it mirrored the live environment.

3.4-B **IMPLEMENTATION AND ONGOING SUPPORT**

3.4-B-1 PROJECT MANAGEMENT

Plan, manage, and monitor the implementation of the PA Program to be completed on time and within budget while ensuring that scope is met.

Designate an individual to work on a continuous basis with the NYCDOE throughout the contract, to serve as the project manager with the responsibility for continuous planning and coordination with the NYCDOE. In multi-organization bids, there should be one overall project manager. This project manager should be reachable for non-emergency questions and assistance from 9am to 5pm EST, Monday through Friday and reachable for emergency calls after hours.

3.4-B-2 Identify and provide resumes for all staff associated with this work including but not limited to: Psychometrician, content specialists for all grades and content areas, research staff, professional developers, and project managers. Provide resumes, upon successful completion of contract negotiations, for all members of the proposer's proposed project team and submit a revised organization chart including all specific individuals and the percentage of each person's time dedicated to this contract. Once launched, members of the proposer project team will not be replaced without prior approval of the NYCDOE DAPS Leadership.

3.4-B-3 Deliver a project plan for services contracted. Manage the scheduling, deliverables, and updates of the project plan including the tasks and responsibilities of the vendor and the NYCDOE. Include a plan for regular communication with the NYCDOE to describe:

- Recent revisions or developments completed outside of specific requests by the NYCDOE
- Issues with the development of the assessments or the delivery of the assessments
- Usage of various assessments and features within the reporting platform
- Summary of technical support issues
- Other issues that may have occurred, including those that may impact implementation and training

3.4-B-4 Provide formal meetings and updates on the progress of the project, no less than 4 times during each school year. These meetings will be for the purpose of addressing matters such as specific expected milestones as defined by the final project plan and will be scheduled by the NYCDOE to occur at mutually convenient times throughout the year Participate as needed in meetings with NYCDOE internal planning team and other expert partners involved in the development of the PA Program to ensure coherence across pilots and other initiatives. Facilitate regular reviews of product offerings and service, including surveys of users in the NYCDOE and other clients. If specific issues are identified through this process, include a plan to resolve such issues.

3.4-B-5 Provide a plan for program evaluation including usage metrics on a monthly basis, including but not limited the following statistics:

- Number of assessments administered
- Number of users accessing the platform by user type
- Data issues identified from the field and from the vendor internally
- Number of paper and pencil assessment delivered vs. number of paper and pencil assessments administered
- Number of schools using online administration in combination with another administration type and online administration alone
- Number of schools scheduling assessment material pick ups
- Number of schools, total users, and user by function (i.e. test coordinator, educator) receiving professional development by topic

Please address the points below in your response to the RFP (Section 4: program plan narrative):

a) Describe the resources, capabilities and expertise of the organization in the following areas:
   i. Project Planning
   ii. Project Monitoring
   iii. Resource Management

iv. Communication Management

v. Knowledge Management

b) Provide a job description of the project manager.

c) Provide the resume of a current project manager with managing a project of similar size and scope.

d) Include specific references with clients to demonstrate these capabilities.

e) Include an organizational chart of all positions that will play a role on the contract implementation and ongoing team, including specification of FTEs per role dedicated to this contract.

f) Provide a description of the background and experience of those expected to be part of the implementation team.

g) Provide a draft or sample project plan of the first year of the program.

h) Provide a sample agenda of formal updates including the titles of the participants.

i) Describe the process for gathering feedback from users.

j) Detail how the program will be evaluated and findings shared on a regular basis as well as any metrics about usage that will be regularly provided to NYCDOE.

3.5 TRAINING AND KNOWLEDGE TRANSFER

3.5-A-1 Pursuant to the IT staff support operating principles of the 2007 New York City IT Strategic Direction, knowledge transfer from outside resources is necessary to protect the IT assets of the City, as well as the DOE. This section includes activities and roles and responsibilities associated with Training and Knowledge Transfer services for end users, system administrators, help desk, and other technical staff.

Please address the points below in your response to the RFP (Section 4: program plan narrative):

a) Develop and document training and knowledge transfer plan.

b) Approve training and knowledge transfer plan in the project plan.

c) Provide technical training assistance and knowledge transfer to existing DOE support personnel, during deployment as requested.

d) Validate knowledge transfer success through documented test results.

e) Develop and document training materials related to the technical aspects of the program for the DOE as applicable.

f) Provide End-User training content and materials.

g) Provide End-User training content and materials.

h) Review and validate training content and materials.

i) Provide training to platform system administrators and Help Desk staff as appropriate.

j) Provide direct training to DOE staff as appropriate.

k) Provide train-the-trainer training to trainers as appropriate.

l) Create and maintain DOE Training instances or clients as required by the DOE.

m) Provide Help Desk agent training, including developing dialogue scripts.

ORGANIZATIONAL CHANGE MANAGEMENT

3.5-A-2 The following identifies activities and roles and responsibilities associated with Organizational Change Management services.

Please address the points below in your response to the RFP (Section 4: program plan narrative):

a) Conduct organizational change management readiness assessment.

b) Develop and document an organizational change management plan based on readiness assessment results.

c) Approve organizational change management plan.

d) Develop and apply appropriate organizational change management tools and activities.

e) Lead organizational change management activities with support from DOE personnel as required.

f) Assess effectiveness of organizational change management activities.

g) Provide recommendations for continuous organizational change management activities.

h) Determine how organizational change management recommendations will be implemented.

i) Implement organizational change management recommendations as planned.

DOCUMENTATION DELIVERABLES

3.5-A-3 Provide documentation services: the activities associated with developing, revising, maintaining, reproducing, and distributing information in hard copy and electronic form. Documentation includes:

- System specifications and documentation
- End-user documentation
- Site and system security plans
- Updates and release notes

Please address the points below in your response to the RFP (Section 4: program plan narrative):

a) Recommend specifications and documentation format and content per SEI requirements.

b) Approve documentation format and content.

c) Develop and document system functional specifications.

d) Develop and document system architecture including security.
e) Develop and document systems design specification.
f) Develop and document system use cases.
g) Develop and document system interface specifications.
h) Develop and document system interface control plan.
i) Develop and document database design (logical and physical) documents (optional).
j) Develop and document data dictionary (optional).
k) Develop and document user interface specification
l) Develop and document data conversion plans (optional).
m) Develop and document System (and Release) Test Strategy.
n) Develop and document system Test Plan(s) and Scripts.
o) Develop and document system Quality Assurance Plan.
p) Develop and document system turn over to production plans.
q) Develop and document System Training and Knowledge Transfer Strategy and Plans (end-user and system administration).
r) Develop and document System Training and Knowledge Transfer Materials (end-user and system administration).
s) Develop and document knowledge transfer testing results/completion documentation.
t) Develop and document system post implementation support plans.
u) Develop and document system back-up and recovery requirements and plans.
v) Develop and document Configuration Management Plan.
w) Develop and document Weekly Project Status Reports.
x) Develop and document Project Management Plans and Schedules.
y) Develop and document Risk Management Plan.
z) Develop and document Issues Logs.
aa) Develop and document Organizational Change Management Plan.
bb) Develop and document Platform Content Model (structure/organization of content).
cc) Develop and document operational process flows and use cases.
dd) Develop and document system installation, support, configuration, and tuning manuals.
ee) Develop and document application hardware and system software requirements documentation.
ff) Develop and document Application Code Listings.
gg) Develop and document End-User documentation.
hh) Develop and document system and application security procedures.

ii) Develop and document systems standard operating procedures.

jj) Develop and document updates and release notes.

kk) Deliver updates and release notes to end users.

ll) Approve documentation delivered.

SECURITY & BACKUP FOR THE ASSESSMENT AND REPORTING PLATFORM AND ACCOMPANYING DATABASE

3.5-A-4 Provide a detailed security plan that explains how the assessment and reporting platform complies with each requirement of the NYCDOE security policy and standards as outlined in Appendix K-1.

3.5-A-5 Provide a detailed hosting plan that describes the security protections in the facility where the assessment and reporting platform will be hosted. Where possible, include a copy of the report from the most recent third-party audit of the hosting provider's security (such as a SAS70 Type II).

Please address the points below in your response to the RFP (Section 4: program plan narrative):

a) Provide a draft of the security plan, or a plan that has been used with other clients.

b) Describe the process and configuration for providing backup to the assessment and reporting platform and supporting databases. Please include a description of the following:

  i. Virus protection used

  ii. Storage of student response data such that it is not lost if there is a power outage or other disruption

  iii. Redundancy built into the system, including an alternative hosting facility, redundant data connections and access to additional ISPs

  iv. Frequency of data backups and the storage location of assessment and reporting platform data backups and the timing for retrieving the backup of the data

  v. Protection for data on backup tapes in the event that tapes are lost or stolen.

  vi. Process to notify the NYCDOE of problems with the assessment and reporting platform

  vii. Power backup

  viii. Past experience with invoking a disaster recovery process including any issues that arose with the recovery

  ix. Audit trail capabilities for the End of Course Diagnostics, Task Assessments and English Language Learner Assessments

CHANGE MANAGEMENT

3.5-A-6 Plan, manage, and monitor communications and training associated with the rollout of a PA Program.

3.5-A-7 Provide the services required to appropriately manage and document (e.g., impact analysis, version control, library management, turnover management, build management, parallel development) changes to the platform and any of the constituent components being developed. Change Management also includes services required to appropriately manage and document changes to the underlying application development environment components. These include the following:

- Library Management—the classification, control, and storage of the physical components of the application
- Version Control—the maintenance, tracking, and auditing of modifications to an application's components over time, facilitating the restoration of an application to prior development stages

Please address the points below in your response to the RFP (Section 4: program plan narrative):

a) Describe the resources, capabilities and expertise of the organization in the following areas:
   i. Stakeholder Analysis and Engagement
   ii. Communications Planning and Execution
   iii. Performance Measurement
   iv. Application and System Documentation
   v. Transition Planning
   vi. Knowledge Transfer

b) Include specific references with clients to demonstrate these capabilities.

The following section, 3.5-B TECHNOLOGY DEVELOPMENT, is required if the proposer is proposing to build new technology to meet the requirements of the Component 2. This includes if the proposer plans to do any development to update an existing platform to meet the requirements of Component 2.

3.5-B **TECHNOLOGY DEVELOPMENT**

REQUIREMENTS GATHERING

3.5-B-1 Collect and analyze needs/wants of project stakeholders, especially end users, in order to inform product design.

Please address the points below in your response to the RFP (Section 4: program plan narrative):

a) Describe the resources, capabilities and expertise of the organization in the following areas:
   i. Collect and analyze user goals, associated behaviors, and tasks
   ii. Translate Business Requirements into Functional and System Requirements
   iii. Identify User Interface, Interaction Flows, and Screen Flows
   iv. Define Security, Data Visibility, and Interactivity Rules
   v. Identify User Role Hierarchy
b) Include specific references with clients to demonstrate these capabilities.

DESIGN

3.5-B-2 Design the assessment and reporting platform, including the front and back end, from both a functional and user interface (UI) perspective.

Please address the points below in your response to the RFP (Section 4: program plan narrative):

a) Describe the resources, capabilities and expertise of the organization in the following areas:
   i. User Interface
   ii. Functional Application
   iii. Database Overall Configuration
   iv. Enterprise Architecture and Object Orientation
   v. Describe the Security Protocols
   vi. Provide periodic updates on the roadmap of platform enhancements
b) Include specific references with clients to demonstrate these capabilities.
c) Describe the typical development and process timeline for technology improvements and enhancements. If enhancements are necessary to meet the system requirements described above, include the proposed project plan and timeline for developing the new functionality.
d) Describe the elements system that can be changed in the user interface including but not limited to report parameters, color choice, sign in screen, city level permission and controls on the system, email to users, typical communication, renaming of reports, ability to edit drop downs, how much of what the users sees and communicating to schools within the system.

DEPLOYMENT AND SUPPORT

3.5-B-3 Provide launch and post-implementation support.

Please address the points below in your response to the RFP (Section 4: program plan narrative):

a) Describe the resources, capabilities and expertise of the organization in the following areas:

   i. Release Planning and Launch

b) Include specific references with clients to demonstrate these capabilities.

PLATFORM STRATEGY, ARCHITECTURE, AND PLANNING

3.5-B-4 These services are defined as setting overall Platform Strategy, high level Platform Architecture, and Planning associated with the assessment and reporting platform. Architecture services are comprised of maintaining the Platform, Content, Data, and Integration Architectures.

Please address the points below in your response to the RFP (Section 4: program plan narrative):

Platform Architecture Roles and Responsibilities

a) Maintain “End State” Platform Architecture.

b) Develop and maintain Platform Roadmap.

c) Develop, Document and maintain release specific Platform Architectures.

d) Participate in Platform Architecture planning and recommend Architecture design.

e) Develop and Document the System Technical and Functional Architectures.

f) Develop and Document Platform Integration Architecture.

g) Develop and Document Data Conversion Architecture.

h) Evaluate, recommend, and select software technologies, packages, and tools within the framework of this work as required.

i) Collaborate with the DOE or DoITT Infrastructure Architecture team.

Content & Data Architecture Roles and Responsibilities

- Develop, Document and maintain DOE High Level Content organization modeling and Logical Data Model for Transactional and Reporting requirements.
- Recommend Platform Content & Data Models against DOE requirements.
- Approve Content organization and Data modeling.
- Provide DOE Content / Data Standards.
- Develop, Document and maintain Content.
- Develop and Document Data.
- Maintain Data.
- Conduct and Document Data Quality Assessments.

Platform Integration Roles and Responsibilities

d) Manage the integration and touch points between the organization and other Content Providers (e.g, etc.).

Platform Software License Management Roles and Responsibilities

a) Manage software license inventory (i.e., maintain inventory and ensure license requirements are being met and vendor agreements being fulfilled).

b) Manage platform provider software license inventory and report to DOE on a monthly basis.

c) Manage software budget for licenses and recurring maintenance agreements.

d) Negotiate software licenses and maintenance contracts.

e) Manage Content Provider Relationships.

f) Approve Negotiated License and Maintenance Contracts.

g) Manage all IT Contract Services that are not the responsibility of platform provider.

DETAILED REQUIREMENTS DEFINITION

3.5-B-5 Validate existing and prepare more detailed functional and technical requirements of the assessment and reporting platform. This involves activities associated with the definition and assessment of user requirements that are used to determine detailed application design, configuration and development.

Please address the points below in your response to the RFP (Section 4: program plan narrative):

a) Develop and document platform functional and technical requirements.

b) Conduct and document DOE interviews, group workshops, and surveys to determine detailed technical, functional, and end user requirements.

c) Develop and document detailed functional requirements documents, use cases, and logical and physical data models.

d) Act as primary point of contact to review and prioritize business requirements.

e) Conduct and document value assessments of detailed functional requirements and generate a fit/gap analysis, including affected DOE systems, alternative design scenarios, etc.

f) Approve all requirements documents.

g) Develop and document platform test plan (e.g., functional, volume, end-to-end, integration, stress, regression, system, and user acceptance test if applicable).

h) Approve Platform test plans.

DESIGN SPECIFICATIONS

3.5-B-6 Produce design specifications that meet DOE technical architectural standards, and identify and describe the most cost-effective solution to the implementation option under consideration. Platform design process and specifications shall:

- Incorporate DOE's architectural guidelines into the design, including platform extensibility, maintainability, scalability, robustness and reliability
- Obtain DOE oversight and approval through coordination with the appropriate architectural or technical oversight authority

Please address the points below in your response to the RFP (Section 4: program plan narrative):

High-Level Design Activities Roles and Responsibilities

a) Develop and document the high-level Design Document from the business and functional requirements.

b) Develop and document platform and configuration settings to demonstrate support of requirements.

c) Approve platform and configuration settings that demonstrate support of requirements.

d) Develop and document high level requirements/criteria for extending platform and configuration settings to the full complement to satisfy the complete virtual learning capability requirements.

e) Develop and document high-level Content and Logical data model.

f) Approve planned technology to support Platform.

g) Develop and document platform configuration, development and implementation cost and schedule estimates.

h) Develop and document overall project cost and schedule estimate.

i) Develop and document program expenditure request and acquire approval.

Detail Design Activities Roles and Responsibilities

a) Develop and document design standards and documentation.

b) Review and approve design standards and documentation.

c) Provide DOE business and technical resources as applicable.

d) Conduct and document site surveys for design efforts as required.

e) Develop and document the detailed design document from the business and functional requirements and the system design.

f) Create and document the system security features in compliance with DOE security policies and local regulatory requirements.

g) Develop and document the technical system design specifying all components, program modules, content storage, data stores, interfaces, interface components, and associated operations procedures for the platform.

h) Review and approve detailed design documentation.

i) Develop and document technical requirements, use cases, and logical and physical content/data models.

j) Review and approve technical requirements and physical data models for consistency with documented requirements.

k) Develop and document test cases as defined in testing plan.

l) Approve test cases.

m) Develop and document implementation and deployment policies, project schedules, and staffing requirements to meet deployment and delivery requirements.

n) Approve implementation deployment policies and schedules.

o) Develop and document revised platform configuration/development and implementation cost and schedule estimates.

p) Develop and document revised overall project cost and schedule estimates.

CONFIGURATION/PROGRAMMING/DEVELOPMENT

3.5-B-7 Provide the programming, development, scripting, configuring or customizing of the assessment and reporting platform using the information from the previous phases as critical input.

CODE MIGRATION

3.5-B-8 Code Migration is the activity associated with promoting new and modified code, configuration, and scripts, in support of new and existing applications through development, test, and production.

Please address the points below in your response to the RFP (Section 4: program plan narrative):

a) Develop and document recommended operations and administration procedures related to code migration.

b) Approve operations and administration procedures related to code migration.

c) Develop and document test-to-production turnover requirements and instructions for each project or release.

d) Approve test-to-production turnover requirements and instructions via Change Management.

e) Document results from test-to-production activities.

f) Review reports on test-to-production results.

g) Migrate code from development to test on an agreed upon basis.

h) Track migration status and notification.

i) Escalate and resolve issues with Vendor Services delivery team and development teams.

j) Participate in environment setup and decommissioning for new and changed environments.

k) Migrate defect correction code during warranty period.

SOFTWARE CONFIGURATION MANAGEMENT

3.5-B-9 Identify and maintain system components and the relationships and dependencies among them. Such activities include:

- Automatic capture and storage of application-to-component and component-to-component relationships
- Maintenance of the history of those relationships and transformations required to appropriately manage and document (e.g., source control, version control, profiles, security plans) configuration changes affecting the application and its processing environment

Please address the points below in your response to the RFP (Section 4: program plan narrative):

a) Define, develop and document configuration management policies and procedures consistent with the SEI Capability Maturity Model (CMM) Software Configuration Management Key Process Area (KPA).

b) Review and approve configuration management policies and procedures.

c) Perform configuration management activities throughout the development life cycle.

d) Review configuration management results.

TURNOVER MANAGEMENT

3.5-B-10 Automate the promotion of software changes across different phases of the life cycle (e.g., development, unit test, systems test, and production), including management of the approval process, production turnover, and software migration control.

Please address the points below in your response to the RFP (Section 4: program plan narrative):

a) Recommend and document procedures associated with DOE authorized change requests.

b) Review and approve the Project Change Request Process.

c) Review maintenance production release plans and schedules.

d) Ensure custom code approvals are received from the designated DOE IT personnel.

e) Assist DOE with documentation and communicate change management processes and procedures.

f) Participate in scheduling releases.

g) Manage documentation changes to the underlying application development environment via use of library management version control and turnover management as described above.

h) Document impact analysis associated with proposed project changes.

i) Prepare DOE system change request.

j) Approve system changes via the DOE Change Management Group.

k) Validate that any changes (e.g., configuration, interface development) by the DOE do not adversely impact the system functionality prior to release.

l) Integrate implementation of changes with release management plans.

3.5-C TECHNOLOGY SERVICE LEVEL AGREEMENT

TECHNOLOGY SUPPORT

3.5-C-1 Provide support materials and documentation including a user's manual that is available online and printable and an online help section within the assessment and reporting platform.

3.5-C-2 Provide telephone and email support for NYCDOE educators and staff. At a minimum, customer support for users should be available via the phone from 7:00AM to 7:00PM EST, Monday through Friday.

3.5-C-3 Provide coverage at all times (24/7) for technical support, with compliance to the service levels (at the minimum) mentioned below that will be defined with the contracted proposer.

3.5-C-4 Provide a weekly customer support report categorized by communication type, types of incidents and include general content for each issue and how it is resolved. Include levels of escalation and describe the process for resolving such issues. For issues outside those related to the administration of assessments, any issue that cannot be resolved within 48 hours, or is anticipated to be unresolved after 48 hours, should be reported to the NYCDOE. For issues arising within 24 hours of or during an administration window, issues must be escalated in a manner that enables resolution as soon as possible in order to minimize the disruption time to the administration.

3.5-C-5 Provide platform availability of 24 hours x 7 days and an uptime of 99.9 percent during scheduled availability.

3.5-C-6 Limit the planned system downtime at the beginning of the school year to ensure that there is no interference with the school calendar and should be a maximum of two weeks. Scheduled downtime should be in the hours when educators and students' families would not normally be accessing the system. Any changes to the scheduled downtime should be immediately communicated to the NYCDOE.

3.5-C-7 Demonstrate peak load ability. It is anticipated that up to 163,200 students and 1,800 administrative staff could potentially be accessing the assessment and reporting platform/system simultaneously at peak usage.

3.5-C-8 Provide a disaster recovery plan.

3.5-C-9 Provide evidence that the SLA of System Availability is being upheld.

3.5-C-10 Allow online access to the scoring system must be accessible from both a Macintosh and Windows operating system. Optimize the assessment and reporting platform for PC (IE, Netscape, Firefox) and Mac (Safari). Upgrades should be backward compatible as new browser versions are released. Ensure system speed will not be impacted by regular use of the assessment and reporting platform including the generation of reports at any level.

3.5-C-11 Provide a statement as to whether the assessment and reporting platform is SIF (School Interoperability Framework) compatible (not necessary to be compliant).

Please address the points below in your response to the RFP (Section 4: program plan narrative):

a) Provide a sample of the user's manual and screenshots of the support within the technology platform.

b) Indicate if there is telephone support over the weekend. Email support should be available and respond to inquiries within 24 hours, Monday through Friday.

c) Describe the availability of and levels of technical support that would be provided and any additional help that may be provided during implementation and peak usage.

d) Outline maximum response times for technology system problems. Some proposed response times include;

   i. Less than 1 hour response time for supporting critical functionality of the assessment and reporting platform. These include issues that cause an immediate major impact on the NYC schools, such as the inability to access the assessment and reporting platform that prevents assessments from being given online in schools that had arranged school time to do so and no timely workaround exists that provides the same functionality and performance.

   ii. Less than 2 hours response time for supporting critical requirements like installation issues

   iii. Less than 6 hours response time for database restores, hosting problems, etc.

   iv. Less than a 24 hour response time for training issues, software knowledge, etc.

e) Describe NYCDOE access technical and consultative support from the vendor when required. Proposals should include an hourly price for consultation, training, support, and other services when needed.

f) Detail the issue resolution process.

g) Describe the technical activities that occur during the system downtime.

h) Detail the types of changes to the system that can be accomplished while the system is functional.

i) Describe the process for performance evaluation and describe the results or reporting that will accompany the performance evaluation.

j) Detail the disaster recovery plan.

k) Describe the maximum amount of downtime anticipated if a disaster recovery plan is invoked. NYCDOE reserves the right to ask proposers to provide estimated response times and the methodology for their calculation. Please reference Appendix L-1 for the number of students and staff that would potentially be accessing the system.

l) Describe of the monitoring in place to ensure that the stated service level agreement is being met.

m) List the browsers (including versions) that are supported.

n) Describe the network bandwidth requirements.

o) List the versions of Windows and Macintosh operating systems with which the assessment and reporting platform works. Any upgrades or revisions of the assessment and reporting platform must maintain backward compatibility.

p) Describe the hardware and software configuration for operation of the assessment and reporting platform and storing of the data. This should also include a description of the hosting environment.

q) Describe how the proposer will provide the capability and capacity to support the number of potential users based on the number of students and staff as noted in Appendix L-1.

r) Describe the third party software needed by the NYCDOE and the schools to use the assessment and reporting platform, a description of any downloads to the client that are necessary, and a description of any hardware necessary for operation at the NYCDOE or school level needed to optimize utilization of the assessment and reporting platform in the New York City schools, based on the connectivity described on the attached network description in Appendix K-2.

s) Conduct a performance evaluation of the assessment and reporting platform. The vendor shall work with the NYCDOE to set up a mock online assessment to test response times for the system and to evaluate the performance of the assessment and reporting platform and the hardware/software within the context of NYCDOE's network's capabilities. Such testing information will be used to revise the processes in order to optimize implementation of an actual online administration and other online activities.

SERVICE LEVEL AGREEMENT (SLA)

3.5-C-12 A key objective of this agreement is to attain service-level requirements (SLR's). SLR's are divided into the three categories below. The vendor shall respond to DOE regarding Vendor's compliance with the SLR's on the SLR worksheet in Appendix K-5: Technical Requirements and SLR Workbooks and completing the appropriate sections of Appendix K-6: Implementation Requirements Response Workbook. The requirements utilize the following priority definitions:

- Priority Level 3 – Routine event. Priority Level 3 issues are mostly related to issues limited to a single individual that cause minor issues with operations, reporting format errors, etc. and does not cause significant downtime for the user.
- Priority Level 2 – Specialized problem. Relatively major issues with operations, several internal and external users are affected. Some business processes affected. Loss of productivity for several users within a single user group.

- Priority Level 1 – Complex Incident. Severe degradation of service. Both internal and external user groups are affected. Several business processes affected. Loss of productivity for several users in all user groups.

APPLICATION IMPLEMENTATION SLRS

3.5-C-13 Project Management tools and practices employed by Vendor for managing the application implementation work effort estimation and service request processes to ensure consistency, accuracy, and timeliness during the application implementation process. Application Implementation Productivity Requirements that Vendor must meet during application implementation to minimize work defects and ensure timeliness of product delivery. The vendor shall complete the Application Implementation SLR section on the SLR worksheet in Appendix K-5 and provide responses in section 2.1 Service Level Requirements in Appendix K-6: Implementation Requirements Response Workbook.

APPLICATION OPERATIONS AND MAINTENANCE SLRS

3.5-C-14 Project Management tools and practices employed by Vendor for managing the application implementation work effort estimation and service request processes to ensure consistency, accuracy, and timeliness during the application implementation process. Application Implementation Productivity Requirements that Vendor must meet during application implementation to minimize work defects and ensure timeliness of product delivery. The vendor shall complete the Application Operations and Maintenance SLR section on the SLR worksheet in Appendix K-5 and provide responses in section 2.1 Service Level Requirements in Appendix K-6: Implementation Requirements Response Workbook.

APPLICATION IMPLEMENTATION

3.5-C-15 Promptly, and in no event later than five (5) days after the vendors discovery of, or receipt of a notice from the DOE, regarding the vendors failure to provide any Services in accordance with the SLRs expressed herein or the vendor’s failure to meet a critical milestone, the vendor shall:

- Perform a root-cause analysis to identify the cause of such failure
- Correct such failure (regardless if caused by the Contractor, Subcontractor, Key employee, Workforce or a Third Party)
- Provide the DOE with a written report detailing the cause and procedure for correcting such failure
- Provide the DOE with satisfactory evidence that such failure shall not recur

Please address the points below in your response to the RFP (Section 4: program plan narrative):

a) Develop maintenance and repair policies and procedures.

b) Approve maintenance and repair policies and procedures.

c) Develop “Application Maintenance Plan” and any and all revisions to the “Plan” (e.g., committed and proposed work schedules).

d) Review and approve “Application Maintenance Plan”, including any and all revisions to the “Plan” (e.g., committed and proposed work schedules).

e) Execute “Application Maintenance Plan” for all categories of maintenance Services (e.g., Minor Enhancements, Corrective Maintenance, Preventative Maintenance, Adaptive Maintenance, and Perfective Maintenance) as described above.

f) Provide technical and functional support to the DOE IT staff and other groups as directed by DOE IT.

g) Provide customer support plan which is to include an 800 call center number that is staffed at minimum Monday to Friday 7am to 7pm

h) Perform diagnostics on software and services.

i) Perform routine system management on applications.

j) Recommend DOE database tuning changes.

k) Assist help desk with coordination of user support activities.

l) Respond to escalated trouble ticket items in accordance with established procedures.

m) Establish priority of Service Requests.

n) Follow DOE change management procedures associated with maintenance and support.

o) Develop a Disengagement Plan before completing an Agreement with the DOE. This plan will include the turnover to the DOE at least 40 Business Days before the end of the Agreement, all data for Services including system settings and passwords. The vendor must cooperate in good faith.

APPLICATION OPERATIONS AND MAINTENANCE

3.5-C-16 Notify the DOE as soon as possible but no later than five minutes after a service interruption.

3.5-C-17 Any software or hardware fault within the scope of this RFP that prevents the functioning of a major system function shall be corrected within at most one (1) day. An example of a major system fault is the system-wide inability to enter data.

3.5-C-18 Monitor measure and report to the DOE its performance of the Services and the performance of the Software against the SLRs expressed herein during each month by the fifteenth (15th) day of the following month. For continuing failures that occur in consecutive measurement periods, the Contractor shall report such failures in the month such failure commences.

3.5-C-19 Develop a system for measuring performance and assessing SLA performance deficiency credits based on the periodic execution of a set of scripts on the performance measuring and system monitoring software platform. Key performance evaluation must assure a defined and measured system experience. If the system fails to deliver that experience, the process allows for corrective performance actions or monetary damages. The process describes how to translate 24/7 performance into cost-effective, measurable and actionable procedures.

3.5-C-20 Provide the NYCDOE the ability to access performance benchmark values for the system. For example, the vendor can apply load testing to evaluate response time and database dips per second on the same server.

3.5-C-21 Identify, using key performance metrics, performance problems. If a key performance metric has a performance problem, the vendor shall take corrective action, and record the problem with the corrective action in a log.

3.5-C-22 Vendor shall provide written reports to DOE regarding Vendor's compliance with the SLR's.

Please address the points below in your response to the RFP (Section 4: program plan narrative):

a) Describe their methods and procedures for monitoring the health of the system and communicate alarms to DOE.

b) Describe the measurement collection process.

c) Provide, maintain, and update project plans, identifying critical path dependencies, major critical milestones, project deliverables, and project earned value as mutually agreed upon by the DOE and Vendor for selected projects.

d) Provide weekly status reviews and progress reports.

e) Provide monthly service-level performance reports against each Service Level Agreement, including trends for each and a summary view.

f) Provide monthly milestone achievement reviews and performance reports.

g) Provide mutually agreed to reports to enable invoice reconciliation.

h) Provide mutually agreed to reports that capture service requests demands and measure of ability to satisfy demand.

i) Provide mutually agreed reports that represent general health of environments (e.g., number of stranded transports, patches not yet applied) as well as reports that represent demand fulfillment in end-customer terms (e.g., defect corrections/change requests that have slipped against commitment, backlogged defects/change requests, Priority 1, 2, and Priority 3 defects).

j) Define Service Level Agreement's (SLA), problem Priority levels, and reporting cycles.

k) Measure and analyze performance relative to requirements.

l) Develop improvement plans for services that do not meet Service Level Agreements.

m) Review improvement SLA plans.

n) Implement improvement SLA plans.

o) Provide Service Request Response Time management reports, including a trend line, for new development work that reflects time to provide time and cost estimates.

p) Maintain a log of downtime that DOE can view anytime.

PERFORMANCE AND RELIABILITY

3.5-C-23 System shall support a minimum of 10,000 concurrent users in Year 1 with the capability of scaling 50,000 concurrent users by year 5.

3.5-C-24 System shall be accessible and available 24/7 both internally and externally.

3.5-C-25 System shall provide the ability to add users and concurrently update and access the database without performance and response time delays.

3.5-C-26 Ninety percent of the time, the first screen of an assessment requested by NYC from a 10 Mbps network connection must be received by NYC in five seconds or less as measured from the time the requestor completes the submittal request, excluding any delay added by the internet. At least ninety percent of all assessments requested from a 10 Mbps network connection must be fully received within 45 seconds of the submittal request.

3.5-C-27 System shall provide the ability to utilize content caching to improve performance.

BACKUP AND DISASTER RECOVERY

3.5-C-28 System shall be configurable to perform unattended incremental and daily backups. Backup function must include the ability to recover database/content information up to the point in time that the failure occurred.

3.5-C-29 System should provide for offline data archiving functions, including the functions listed below. The vendor should propose a disaster recovery plan that includes the following:

- Offline data archiving functions
- Appropriate tools to move data
- Archiving process should include a data selection process
- Process to access and/or restore archived data
- Specifications on archiving frequency and timing

3.5-C-30 System shall allow user configuration of the length of time to retain different kinds of data (e.g. discussions, chats, student work, etc).

APPLICATION WARRANTY SERVICES

3.5-C-31 Application warranty services are the activities associated with repairing errors/defects for Vendor developed application or enhancements that are discovered within 180 days of the application or enhancements being placed into the applicable production environment. Application warranty services include the applicable life cycle support activities described in the section below, as well as any activities necessary to repair errors/defects to enable application programs and enhancements to perform in accordance with the documented specifications and documented operational functionality, as described in the section above.

APPLICATION MAINTENANCE SERVICES

3.5-C-32 Application maintenance services are the activities associated with repairing defects and developing minor functional enhancements (less than 20 person days) for the production application programs and system modules that are put into production prior to full system acceptance. Application maintenance services include all life cycle support activities described in the section above as applicable. Additionally, application maintenance services consist of the services described in the following subsections.

CORRECTIVE AND EMERGENCY MAINTENANCE

3.5-C-33 Vendor will repair defects not identified during the warranty period to enable applications that are in production to provide the required functionality and to meet service levels. Full recovery of the assessment and reporting platform is to be completed unless otherwise approved by DOE and is to cover files/deliverables, such as:

- User interface changes
- Changes to system interfaces
- Assessment and reporting platform functional changes
- Recommend database changes related to enhancements
- Modification to standard query structure
- Report development
- Preventive Maintenance
- Preventative Maintenance covers events, which if not addressed proactively, could impact the application in production, such as:
- Changing business volumes
- Application of system patches
- Proactive performance tuning
- Proactive archiving
- Pre-production execution simulation
- Special testing for events, such as:
    - End of financial year
    - End of calendar year
    - Daylight saving time

ADAPTIVE MAINTENANCE

3.5-C-34 Adaptive Maintenance activities ensure that the assessment and reporting platform performance is not affected by changes to interfacing applications, new applications or packages and technical environment changes, which if not addressed proactively, could impact applications in production, such as:

- Upgrades of operating software
- New/changed equipment
- Interface changes

PERFECTIVE MAINTENANCE

3.5-C-35 Perfective Maintenance activities ensure that the assessment and reporting platform operates at peak efficiency with particular focus on areas such as:

- System CPU hours
- General performance tuning

- Storage space
- Response time
- Archiving
- Database performance tuning

RELEASE PACKAGING

3.5-C-36 Release packaging activities are the activities associated with the packaging of software changes into suitable releases as approved by the DOE. Software version control, both electronic and manual, is included. Regularity of releases could vary depending upon size and urgency of individual changes having regard for risk mitigation. The Vendor shall develop an ongoing process for the implementation of an application release timetable (with associated variation mechanism). This timetable should include no more than two releases a year. The process should also include a mitigation strategy associated with support for a 24/7 operation. Complete section 1.2.1 Release Packaging of Appendix K-6: Implementation Requirements Response Workbook.

TECHNICAL AND END-USER SUPPORT

3.5-C-37 Technical support services are the activities associated with expert technical assistance required for the tuning of support applications and utilities for optimal system performance. The vendor will work with the DOE to prepare scripts for DOE staff working in the Level 1 Help Desk. The vendor will also include expert Tier 2 and higher technical assistance for DOE help desk for DOE end-users and IT professionals. Complete section 1.2.2 Technical and End-user Support of Appendix K-6: Implementation Requirements Response Workbook.

MONITORING, REPORTING, AND REVIEW

3.5-C-38 Monitoring, Reporting, and Review services are the activities associated with the ongoing health checks, status reporting, and problem management (i.e., ongoing surveillance, tracking, escalation, resolution, and tracking of problems) of application support activities. Problem management activities described within this document require the Vendor to provide technical support in coordination with DOE as working application modules are released prior to final acceptance of the application. Complete section 1.3 Monitoring, Reporting, and Review of Appendix K-6: Implementation Requirements Response Workbook.

SECTION 4 PROPOSAL REQUIREMENTS

The NYCDOE requests that all proposals be typed on both sides of 8 ½” X 11” paper and that proposals be submitted on paper having at least 30% post-consumer material content, i.e., the minimum recovered fiber content level for reprographic papers recommended by the United States Environmental Protection Agency (for any changes to that standard please consult http://www.epa.gov/cpg/products/printing.htm). Pages should be paginated. The proposal will be evaluated on the basis of its content, not length.*

Failure to comply with any of the instructions in the above paragraph will not, by itself, be considered non-responsive.

Please Note: **Your proposal must address the Scope of Services outlined in Section 3 above, in accordance with the requirement(s) proposed. In addition to the service deliverables specified in the scope of services, proposers should address any proposal requirements detailed in that section.**

Proposers should carefully consider the delineated assessment requirements, assessment and reporting platform, and associated professional development guidelines along with their ability to scale the work and collaborate with multiple teams within the NYCDOE, and with other vendors.

Using Appendices E1, E2, F and G, organize your proposal content to reflect your response to the requirements for the four sections outlined below (i.e., subsections 4.1.*, 4.2.*, 4.3.* and 4.4.*). Refer to Section 6 below for guidelines on the organization of proposal content, as well as additional content required in the proposal document.

4.1 PROGRAM PLAN / NARRATIVE

4.1.1 Deliver a clear, detailed, rational and concise description of how the Proposer’s program will provide the services required in the Scope of Services in Section 3, above. It should show a clear understanding of the needs noted in this RFP and demonstrate how your plan will meet the goals and objectives of this particular RFP.

4.1.2 Deliver a work plan indicating an approximate range of dates and the frequency of the services you will provide. Also, include how you will assess and report your successfulness in providing these services.

4.1.3 Indicate whether or not you will be using an automobile during the provision of services.

4.1.4 Include a detailed description and screen shots of available reports, where applicable.

4.1.5 Include examples of each assessment within component 1, including screen shots and a description of functionality. Include samples of “scaffolded” task “independent” tasks per content area and grade-span aligned to standards listed in Section 3.2-A-6. If proposing on any content area within the 3-8 grade-spans, proposals must include no less than two (2) samples for each subject area.

4.2 ORGANIZATIONAL CAPACITY

4.2.1 Show evidence of adequate human, organizational, technical, and professional resources and abilities to meet the needs of this RFP, in accordance with the Component(s) proposed.

4.2.2 Include an organizational chart of the overall company responding to this RFP, showing the specific titles and, if available, employees who will work on this project. If proposing to use a subcontractor, include a description of how subcontractor staff will be integrated into the program organization and plan and, in pricing materials, provide information on the percentage of costs any subcontractors will receive.

4.2.3 Provide resumes of key personnel and, where required, appropriate licenses, certifications, etc.

4.2-4 Provide access to the proposed platform or a demonstration environment of the platform. The proposal evaluation committee should be able to log into the system through all of the different user levels, run reports, and access the specific role-based features. Committee members must also be able to access and experience any online training materials.

4.3 **DEMONSTRATED EFFECTIVENESS**

4.3.1 Include a description of all relevant prior experience in the execution of these or similar services and, in addition to the information submitted to meet the Minimum Qualifications required in Section 2, above.

4.3.2 Provide details of the methods used to determine past effectiveness, and results obtained, by those methods. Provide objective data, if available. The NYCDOE reserves the right to verify any information presented.

4.3.3 Provide evidence of experience working in public schools or with a public school system.

4.3.4 Provide quantitative data for prior projects similar in nature and scope to the program proposed. This should include, but not be limited to, the number of districts, number of schools, and number of students served; the total number of documents processed per district; the administrative window for each assessment; total time spent to scan the documents; total time the vendor required to produce a file of student results for the client after the completion of scoring.

4.3.5 Provide evidence of capability to deliver solutions that are within budget, provide high quality content, utilize technology for efficiency of assessment administration and flexible and robust reporting and provide the most comprehensive resources for educators.

4.3.6 Submit three (3) letters of references from organizations that have paid you directly for your services. Each reference must state the date(s), location(s), and description of the service(s) provided. This requirement can be addressed as part of the minimum qualifications in Section 2 above.

4.4 **PRICING/CHARGES**

Proposers must submit a Pricing/Charges forms for the services to be provided. These forms will be reviewed for rates associated with your services. Please refer to any additional instructions or guidelines in the Pricing/Charges Forms, which are included as separate files (Appendices F and G). If you are selected, the NYCDOE reserves the right to review your records used to support your prices and cost calculations before entering into a contract with you.

Proposers should note the below guidelines when completing the pricing tables.

4.4.1 Access to the assessment administration and reporting platform for DOE staff should be included and is considered as a licensed service per student. The pricing form (Appendix G) specifies the estimated number of students for which individual licenses may be required each year.

4.4.2 All costs related to maintaining and using the technology platform, including but not limited to scanning of all student responses, access to the portfolio of student responses, upload of various types of assessments, data verification, longitudinal tracking, monitoring and tracking the speed of scorers, any and all reporting requirements should be anticipated by the proposer and included in the per student standard fee.

4.4.3 Employees of the NYCDOE hierarchy (approximately 80,000) should be provided appropriate access to students licensed in the system for no additional fee. NYCDOE will pay no additional fees for services associated with 3.1.

4.4.4 Professional development sessions are defined as a meeting of no more than 25 participants at a single location for a pre-specified period of time – typically either 3 or 6 hours led by a competent and knowledgeable facilitator (the proposer must specify the proposed number of hours in their response). Session goals and outlines should be available and approved by NYCDOE at least one week in advance of the session (providing more lead time when possible).

4.4.5 Complete the appropriate pricing sheets in accordance with the following guide:

COMPONENT	**PRICING SHEETS TO COMPLETE**	
	Appendix F (cost budget)	**Appendix G (line item pricing)**
COMPONENT 1	• One Appendix F to represent the total annual price in Appendix G for each "***Required***" content area proposed. • One Appendix F to represent the total annual price in Appendix G for each "***Optional***" content area proposed. • One Appendix F worksheet for each of years 1, 2 and 3.	• An Appendix G worksheet to represent annual pricing for each "***Required***" Component 1 content area proposed. • An Appendix G worksheet to represent annual pricing for each "***Optional***" Component 1 content area proposed. • The following worksheets are available: **Required/Optional Worksheets**: • C1 S1 End of Course Literacy • C1 S1 End of Course Math • C1 S1 End of Course Science • C1 S1 End of Course Soc St [*Optional only*] • C1 S2 Task Assessment Literacy • C1 S2 Task Assessment Math • C1 S2 Task Assessment Science • C1 S2 Task Assessment Soc St [*Optional only*]
COMPONENT 2	• One Appendix F to represent the total annual price in Appendix G for Component 2. • One Appendix F worksheet for each of years 1, 2 and 3.	• One Appendix G worksheet to represent annual pricing for Component 2 (***C2 S3 Assessment Platform***)

Please Note: In addition to Appendix F and G, the proposer may also include separate and additional pricing information if that is necessary to further clarify its pricing structure.

SECTION 5 PROPOSAL EVALUATION PROCESS AND EVALUATION PROCEDURE

All proposals received by the NYCDOE will be reviewed to determine if they meet all of the submission and Minimum Qualifications prescribed in this Request for Proposals. Proposals meeting these requirements will be evaluated and rated by an Evaluation Committee applying the evaluation criteria prescribed below. The NYCDOE reserves the right to conduct site visits to verify facility or other information contained in a proposal and may require a Proposer to make a demonstration/presentation of their services or submit additional written material in support of a proposal.

There will be separate evaluations of proposals for each component. The committee will seek the best combination of assessment *content* and *technology*, and will consider that: 1) the best combination may mean assessments from more than one vendor, 2) assessment *technology* may be from a vendor not providing assessment *content*, and 3) the choice of the assessment *content* may inform the choice of assessment *technology* (or vice versa). The latter could apply because only a single vendor will provide the *technology* for all assessments, so some assessments may be a better complement for the highest rated assessment *technology* solution, or because there is value for the NYCDOE to having both *content* and *technology* provided by the same contractor.

The Evaluation Committee will choose the proposed content and technology solutions which are most complementary and most closely matches the requirements of this RFP. All evaluations being equal, the evaluation committee will give more consideration to those proposals that singularly provide the most complimentary set of Components, Services, Content Areas and Grade-spans. Accordingly, the committee may select a single vendor or one vendor under each content Area/grade-span combination for Component 1 (refer to Section 1.3 above for more information).

The Evaluation Committee makes every attempt to match the submitted capacities of the highest rated firms with the NYCDOE's projected needs. However, the NYCDOE reserves the right to award vendors whose capacity exceeds the projected needs in case other contracts are terminated. The NYCDOE also reserves the right to award vendors whose capacity does not meet projected needs in case many vendors receive low ratings. While vendors must submit proposals for Required Services in order to also propose Optional Services, NYCDOE reserves the right to award a contract only for the Optional Services of the vendor's proposal.

Prior to final selection, the NYCDOE may identify a short list of proposers for Component 2, and may engage in more detailed technical discussions on their proposed implementation and integration with the NYCDOE technology systems. It is expected that the results of this evaluation phase (if realized) will inform the proposer's best and final offer. Additional details will be made available upon reaching this phase of the evaluation process.

5.1 EVALUATION CRITERIA

The scoring table will be used to evaluate each submitted proposal. The same criteria listed for each category shall apply for each proposal, except where indicated. The closer your proposal achieves the Desired Characteristics, the more points it will receive in each related Response Category. **The Response Categories are listed in order of relative importance.**

EVALUATION CRITERIA (COMPONENT 1)

RESPONSE CATEGORY	DESIRED CHARACTERISTICS
Program Plan	• Program plan for providing the required services is clear, professional, and highly rational and includes milestones for meeting the articulated timeline for product rollout and content delivery. • Plan includes methodology for content and assessment development, the associated research involved and delivery or integration of content into an assessment and reporting technology platform.
Organizational Capacity	• Strong and unequivocal evidence that the organization's human, organizational, technical and professional resources and abilities can support the proposed services. • Evidence that systems and structures are in place to ensure oversight of project and adherence to timelines and that the organization possesses the capability to work effectively in collaboration with NYCDOE and its partners.
Price	• Appropriateness of proposed budget for the program. • Demonstrates economies of scale, where multiple component services are proposed. • Any evidence of financial stability. • Unit prices are reasonable and supported by accurate cost data.
Demonstrated Effectiveness	• Evidence of prior successful experience is detailed and directly related to the proposed services. • References provide assurance that the proposer can deliver the services or product(s) proposed, based on the specification as detailed in the RFP.

EVALUATION CRITERIA (COMPONENT 2)

RESPONSE CATEGORY	DESIRED CHARACTERISTICS
Program Plan	• Program plan for providing the required services is clear, professional, and highly rational. • Plan includes methodology for technology development, integration and deployment.
Organizational Capacity	• Strong and unequivocal evidence that the organization's human, organizational, technical and professional resources and abilities can support the proposed services. • Evidence that systems and structures are in place to ensure oversight of project and adherence to timelines and that the organization possesses the capability to work effectively in collaboration with NYCDOE. • Evidence of a system for clearly and efficiently communicating and executing logistics related to assessment administration, scoring, reporting and related professional development. • Evidence of a system for technology development and management.
Price	• Appropriateness of proposed budget for the program. • Any evidence of financial stability. • Unit prices are reasonable and supported by accurate cost data.
Demonstrated Effectiveness	• Evidence of prior successful experience is detailed and directly related to the proposed services. • References provide assurance that proposer can deliver the services or product(s) proposed, in accordance to the specifications detailed in the RFP.

SECTION 6 PROPOSAL PACKAGE FORMAT

The electronic copy of your proposal must be submitted in Microsoft Word, using the Appendix E1 and E2 forms. Additionally, this RFP has associated submission forms for you to use in your proposal, Appendices F and G that **must** be downloaded from our website, https://vendorportal.nycenet.edu/. These forms are in Microsoft Word. Qualified and interested vendor are invited to respond, provided they use these forms to submit responses to the NYCDOE no later than **April 23, 2012, 1:00 P.M. ET.**

6.1 Proposal Form Instructions

Vendor **must** prepare their Proposals in the format and sequence supplied below. Failure to comply with this stipulation could be a basis for Proposal disqualification. Supplemental information about the Vendor's products or Services may be included as an addendum to the Proposal but not in place of the requirements listed below. See, however, Section 6.7, below. This list of submission requirements is to help Vendor insure that their responses to this RFP are complete

6.2 Proposal Form (Appendix E1)

Please review each of the following sections and subsections and respond accordingly:

1. Company Information
2. Minimum Qualifications
3. Organizational Capacity
   a. Résumés
4. Demonstrated Effectiveness
   a. References (copies of or actual letters, not just reference contacts)
5. Previous Government Contracts
6. Exceptions and Deviations Form
7. Signature Sheet
8. Other Relevant Supplemental Information (samples, demos etc.)

6.3 Program Plan-Narrative Form (Appendix E2)

As required in Section 4.1 of the RFP, on Appendix E2, describe in detail your program and methods to accomplish the services proposed. Include a work plan indicating approximate dates and frequency of services. Use as much space as need, **but please be concise.**

6.4 Pricing information must be entered in the Pricing/Charges Form included as a separate file (Appendix F/G). This template has been developed to standardize pricing submissions. Carefully read and follow the directions on the form.

6.5 Proposals must include a cover letter, Table of Contents, and page numbers. There is no specific limit on the number of pages applications may contain but **please be concise**.

6.6 Proposal package must include one (1) written/paper original, which must contain original signatures, six (6) paper photocopies, and one (1) electronic copy, using Microsoft Office or PDF formats, on one CD or USB Thumb Drive. All files must be placed in one computer folder. YOU MAY HAVE TO CONVERT SOME OF YOUR RESUMES OR LETTERS OF REFERENCE IN ORDER TO INCLUDE THEM IN YOUR PROPOSAL, IF USINGTHE MICROSOFT WORD FORMAT.

Please Note:

THE HARD COPY OF THE PROPOSAL MUST CONTAIN THE PROPOSAL FORM (APPENDICES E1 AND E2) AS WELL AS THE PRICING FORM(S) (APPENDICES F AND G).

6.7 Proposals may not include audio/video demonstrations on tapes, diskettes, CDs, PowerPoint files, etc., or samples of materials unless otherwise specified or requested.

6.8 When directed by the Department, and only when directed by the Department, the contractor will complete the appropriate VENDEX forms. The City is legally required to use this computerized data system to help it make well informed decisions when selecting a vendor. VENDEX provides the City with comprehensive management information so that it may better serve the needs of the citizens of New York City. There forms can be found at:

http://www.nyc.gov/html/mocs/html/research/vendex.shtml

Effective May 1, 2007, VENDEX forms should be sent directly to the Mayor's Office of Contract Services (MOCS).

6.9 **Doing Business Data Form**

Pursuant to Local Law 34 of 2007, amending the City's Campaign Finance Law, the City is required to establish a computerized database containing the names of any "person" that has "business dealings with the city" as such terms are defined in the Local Law. In order for the City to obtain the necessary information to establish the required database, vendor responding to this solicitation should complete the Doing Business Data Form, which can be downloaded from the attached link located at:

http://schools.nyc.gov/NR/rdonlyres/1A55B041-045B-4854-84CE-69A4CA4727A1/0/DoingBusinessDataFormDOE.pdf.

Complete this form and return it with this proposal. The submission of a Doing Business Data Form that is not accurate and complete may result in appropriate sanctions.

6.10 If submitted separately, the envelope containing the original written and diskette proposal should be labeled "Original Proposal" and the envelope containing the photocopies should be labeled "Duplicate Proposals." Each envelope submitted in response to the RFP **must** be addressed as follows:

FROM: **Vendor Name/Address**
TO: **New York City Department of Education**
Attn: Bid Unit/Vendor Resources
65 Court Street, Room 1201
Brooklyn NY 11201
RFP #R0911

SECTION 7 REQUEST FOR PROPOSALS TIMETABLE AND GENERAL INFORMATION

7.1 REQUEST FOR PROPOSALS (RFP) TIMETABLE

PROPOSALS ARE DUE NO LATER THAN:

DATE: April 23, 2012

TIME: 1:00 P.M. ET

AT THE LOCATION LISTED IN SECTION 6.10 ABOVE.

Proposals received after the specified date and time will not be considered or accepted.

7.2 GENERAL INFORMATION

7.3 REQUESTS FOR CLARIFICATION AND ADDENDA

Any inquiry regarding this solicitation must be made in writing, with the exception being oral inquiries that are addressed at the Pre-Proposal Conference if such a conference is scheduled and conducted by the NYCDOE. No telephone calls will be accepted regarding this RFP. All written inquiries may be e-mailed to the following authorized contact person:

Paul Simms

NYC Dept. of Education

E-mail: psimms@schools.nyc.gov

The deadline for questions on this RFP is **5:00 P.M. ET on March 27, 2012**.

Vendor should not rely on any representations, statements, or clarifications not made in this RFP, a formal addendum, or at the pre-proposal conference. Notwithstanding the foregoing, if the NYCDOE issues an addendum with a digest of the inquiries made and answers given at the pre-proposal conference, vendor shall rely on the information contained in such addendum rather than those given orally at the conference.

7.4 Pre-Proposal Conference

A pre-proposal conference, at which vendor will have the opportunity to ask questions related to this RFP, will be held on **March 22, 2012 at 11:30 A.M., located at Borough Hall, Courtroom, 209 Joralemon St., Brooklyn, NY 11201**. Specific questions concerning this RFP should be submitted in writing via e-mail to the above e-mail address prior to the pre-proposal conference. Written questions should reference the RFP by page and paragraph numbers. If possible, these questions will be answered at the pre-proposal conference and additional questions may be submitted orally at the conference.

7.5 Incurring Costs

The NYCDOE shall not be held liable for any pre-contract activity or costs incurred by Vendor in the preparation of their proposals or during any negotiations on proposed contracts or for any work performed or materials provided in connection therewith.

7.6 Oral Presentations/Demonstrations

The NYCDOE may require Vendor to give oral presentations after the Closing Date regarding their proposals. At such presentations, Vendor may be required to demonstrate or exhibit aspects relating to their proposal as requested by the NYCDOE.

7.7 Negotiations

The NYCDOE reserves the right to: (i) reject all proposals submitted; (ii) accept any proposal or alternate as submitted without negotiations; (iii) accept or negotiate on all proposals submitted which fall within a competitive range; (iv) require revisions to, corrections of, or other changes to any proposal submitted as a condition to its being given any further consideration; (v) select for negotiations only the overall best proposal or alternate submitted, as determined by the NYCDOE; (vi) negotiate with one or more Vendor in any manner it deems fit, (such negotiations may be concurrent or sequential as the NYCDOE determines); (vii) following the conclusion of any such negotiations, the NYCDOE may solicit Best and Final Offers (BAFO) utilizing an appropriate procedure; (viii) re-open negotiations after the BAFO procedure, if it is in the Department's best interest to do so. No Vendor shall have any rights against the NYCDOE arising at any stage of the solicitation from any negotiations that take place, or from the fact that the NYCDOE does not select a Vendor for negotiations.

7.8 Withdrawal of Bids/Proposals

After the opening of proposals, a request by a vendor to the New York City Department of Education for consent to the withdrawal of their proposal, because of an error made by said vendor, will be considered only under the following terms and conditions:

Request to withdraw proposal must be received in writing providing reasons for the request. This request is to be sent to the Administrator, Division of Contracts and Purchasing, within three (3) business days following the date and time set for the opening of proposals.

Whenever any vendor requests the consent of The New York City Department of Education to the withdrawal of their proposal, The New York City Department of Education may grant or reject such request in any case which it deems just and proper. This request shall be made and such consent to withdraw shall be accepted by the vendor upon the express condition that said vendor shall be excluded from proposing again for the re-advertisement of proposals for the same item or proposal should no award be made. Should any vendor request the withdrawal of more than one proposal in any twelve (12) month period, they shall be disqualified from proposing for The Department of Education work for a period of one (1) year from the date of the second request.

Any request for a Withdrawal of proposal within three (3) business days must be accompanied by a certified check made payable to The New York City Department of Education, Administrator of Business Affairs, to defray the cost of the processing. Such checks shall be in the amount of five hundred dollars ($500) for bids of fifty thousand dollars ($50,000) or greater. Where the bid is less than fifty thousand dollars ($50,000) a two hundred fifty dollar ($250) check is required. Such fees are non-refundable.

Following the three (3) business days after the proposal opening, a vendor may not withdraw their proposal before the expiration of ninety (90) calendar days from the date of proposal opening. A vendor may withdraw their proposal after that date only if they state such intent in writing prior to the mailing by The New York City Department of Education of a Purchase Order, Notice of Award, or Acceptance of Bids.

The Administrator for Contract Management will make the determination with respect to request for the withdrawal of proposals and that determination shall be final and binding. **Any withdrawal of a proposal must be in its entirety (no partial withdrawals will be permitted)**, whether the withdrawal is within three (3) business days after the proposal opening or after the expiration of ninety (90) days from the date of proposal opening.

7.9 Terms and Conditions

All contracts resulting from this RFP shall be subject to the attached General Terms and Conditions (Appendix B: Department of Education, Terms and Conditions). Exceptions and deviations agreed to by the parties in any prior contracts shall not be binding on any future contracts, awards or agreements emanating from this RFP. You must clearly restate in the deviations section of the RFP any exceptions and deviations that you may have from this RFP.

7.10 Contract Award

The New York City Department of Education reserves the right to award a contract(s) to other than the vendor offering the lowest overall cost. The contract(s) resulting from this solicitation shall be awarded to the qualified vendor whose proposal(s) the New York City Department of Education has determined to be the most advantageous, based on the evaluation criteria set forth in the Request for Proposals (RFP). All contracts resulting from this RFP shall be signed by the vendor within a reasonable time upon receipt, which period shall not exceed 30 days. Thereafter the vendor is (are) deemed delinquent, at the NYCDOE's option, the contract(s) may be voided.

Contract award (s) shall be subject to the following conditions, where applicable. They are not required to be part of your proposal submission.

7.10.1 Completion and submission of an appropriate Office of Equal Opportunity form. e.g., Workforce profile or Company's Equal Opportunities Work plan; does **not** apply to M/WBE certification.

7.10.2 Completion and submission of the Affirmation Sheet.

7.10.3 Submission of an appropriate Certificate of Insurance.

7.11 Termination of Contract

Any contract(s) resulting from this RFP may be terminated at any time upon thirty days written notice, by the Chancellor, and/or his designee. No claim for damages will be made by, or allowed to, the Contractor because of such termination.

7.13 Prohibition of Communication During RFP Evaluation Period

After the submittal of proposals and continuing until a contract has been awarded, all NYCDOE Personnel involved in the project will be specifically directed against holding any meetings, conferences or technical discussions with any vendor regarding this RFP except as provided in the RFP. Vendor shall not initiate communication in any manner with NYCDOE personnel regarding this RFP or the proposals during this period of time, unless authorized, in advance, by the selection committee. Failure to comply with this requirement will automatically terminate further consideration of that firm's or individual's proposal.

SECTION 8 CONTRACT TERM

The contract(s) resulting from this RFP will be for a term of three (3) years. The Department has the unilateral option to extend the contract for two (2) additional 1-year periods.

SECTION 9 TYPE OF CONTRACT

This RFP may result in the award of one (1) requirements agreement.

Please Note:

Requirements agreements are not commitments to purchase. Only a purchase order issued by a school, district, or NYCDOE central office constitutes such a commitment.

The estimated contract award for a requirements contract is based upon the NYCDOE's estimated requirement for that service over the contract period. NYCDOE may purchase all, none, part, or more than the estimated quantities identified in the pricing form (Appendix G).

SECTION 10 PROPOSER CHECKLIST

Is the response printed on recycled paper containing the minimum percentage of recovered fiber content as requested by NYCDOE in the instructions to this solicitation?

Please ensure that you have received each of the following documents for your response. The attachments include:

- Documents for submitting your proposal:
  - Proposal Form (Appendix E1, Microsoft Word File)
  - Program Plan-Narrative (Appendix E2, Microsoft Word File)
  - Budget Summary Form (Appendix F, Microsoft Excel File)
  - Pricing/Charges Form (Appendix G, Microsoft Excel File)

- Documents for your reference:
  - Request for Proposals (RFP #R0911)
  - Any RFP #R0911 addenda (e.g., appendices, amendments etc.)

Also please be sure to:

- Review the entire Request for Proposals to ensure you understand the scope of the requirements and the role of each of the attached forms. Please review the Scope of Services for this RFP carefully before completing the response sections.

- View the Terms & Conditions (Appendix B) in this document. Some of the Terms & Conditions may have changed since the last RFP.

- Attend the Pre-Proposal Conference.

SECTION 11 PROPOSAL PROCESS REPORTING

A. Any vendor who believes that there has been unfairness, favoritism, or impropriety in the RFP process should inform the Comptroller, Office of Contract Administration, 1 Centre Street, Room 1005, New York, NY 10007, (212) 669-2323.

B. Reports of criminal misconduct or conflicts of interest associated with the RFP process shall be directed to the Special Commissioner of Investigation for the New York City School District, 80 Maiden Lane, 20th Floor, New York, NY 10038, (212) 510-1500.

APPENDIX A1

RFP Number and Title: **R0911 – PERIODIC ASSESSMENT PROGRAM**

Proposal Opening Date: ______________________________

NO-PROPOSAL RESPONSE FORM

PLEASE COMPLETE AND RETURN THIS FORM IF YOU WILL NOT BE SUBMITTING A PROPOSAL BUT WISH TO REMAIN ON THE NEW YORK CITY DEPARTMENT OF EDUCATION'S BIDDERS LIST.

The preparation and mailing of REQUEST FOR PROPOSALS is time consuming and expensive. In instances where vendor fail to respond or notify the New York City Department of Education of their future intentions, the preparation and mailing of the Request for Proposals package represents an unnecessary expense to the New York City Department of Education. Feedback from vendor is also encouraged so that any reasons for not proposing may be evaluated with the intention of improving future solicitations for this commodity or service in the hopes of encouraging and expanding the field of competition.

All vendors who respond with a "No Response" response or choose not to propose are requested to provide the information below and return this form in time for the proposal opening.

REASONS FOR NOT PROPOSING AT THIS TIME:

____

____

____

DO YOU WISH TO RECEIVE REQUESTS FOR THIS PARTICULAR PRODUCT OR SERVICE IN THE FUTURE? () YES () NO

VENDOR NAME AND ADDRESS:

____

____

SIGNED: ______________ **TITLE:** ______________________________ **DATE:** ____________

APPENDIX A2

INSURANCE

The Contractor **shall** maintain during the period(s) of this contract, inclusive of guarantee periods when applicable, insurance(s) covering the personnel employed by the contractor, equipment (vehicles) used, public servants, and property of the Department of Education while the supplies, equipment, goods, products, etc. called for herein are being delivered or while the services/work outlined herein is being performed.

If a proposal is selected for potential contract negotiations, the vendor will be required to submit certifications(s) from acceptable insurers, licensed by the State of New York, or any other licensing authority thereon to the effect that said insurers, will furnish to the vendor the insurance coverage listed. In addition, certifications submitted must name the "Board of Education of the City of New York" and the "City of New York" as additional insured parties. Failure by the vendor to furnish the above certification(s) may result in rejection of the proposal. For every Certificate of Insurance required to be provided under this Contract, the Contractor shall supply the Director or his/her designee(s) a signed and notarized "Certification by Insurance Broker" including all of the content expressed below in this **Appendix A2**.

The most common form used to transmit this information is entitled ACORD Certificate of Insurance (form ACORD 25-S (7/90)

The policies mentioned herein shall insure the New York City Department of Education and the City of New York against claims outlined in the coverage's mentioned herein in the same amounts as are required in specifications for the Contractor or Subcontractor when applicable. Such coverage may be by separate policies or by endorsement to this effect on existing policies.

The policies mentioned herein, insuring the New York City Department of Education and the City of New York against claims arising out of negligence of the Contractor or Subcontractor when applicable, shall contain, by rider attached to such policies, the following provisions:

- **a)** Notice under this policy by the Insurance Company should be addressed to the Executive Director, Division of Contracts and Purchasing, 65 Court Street 12th Floor Brooklyn NY 11201.
- **b)** Notice of accident should be given by the insured to Insurance Company within sixty 60) days after notice to the said Executive Director, Division of Contracts and Purchasing of such accidents.
- **c)** Notice of claim against the insured shall be given to the Insurance Company within sixty (60) days after such claims shall be filed with said Executive Director, Division of Contracts and Purchasing.
- **d)** The policy shall not be canceled, terminated, modified or changed by the Insurance Company unless thirty (30) days prior written notice is sent to the insured by registered mail and addressed to the Executive Director, Division of Contracts and Purchasing, nor shall it be canceled, terminated, modified or changed by the Contractor securing such policy without the prior consent by the Department of Education of the City of New York.
- **e)** The policy shall not be invalidated by reason of any violation of any of the terms of any policy issued by the Insurance Company to the Contractor.

If a proposal is selected for potential contract negotiation, the vendor will be required to submit, the following insurance policies. Failure to do so may result in rejection of your proposal. Delivery of such insurance policies to the Department of Education shall be a condition precedent to the right of the Contractor to demand any payments hereunder.

In the event contract is to be extended, Contractor must submit proof of continuing compliance at least thirty (30) days prior to the ensuing contract period.

WORKERS' COMPENSATION INSURANCE

If this contract be of such character that the employees engaged thereon are required to be insured by the provisions of Chapter 6515 of the laws of 1922 known as the Workmen's Compensation Law, and with act amendatory thereof, the same shall be void and of no effect unless the person, firm or corporation making or performing the same shall secure compensation for the benefit of, and keep insured during the life of this contract, such employees in compliance with the previsions of said law.

Insurance must comply with Workmen's Compensation Law. The Contractor shall not begin work at, about, or upon, the property of the New York City Department of Education until filing with the Executive Director, Division of Contracts and Purchasing, a certificate showing compliance with the provisions of said law. Such insurance shall be kept during the life of this contract (inclusive of guarantee periods when applicable) and until the completion of said deliveries or services-work to be performed is accepted by the New York City Department of Education contractor shall only engage subcontractors when contract permits who comply with the workman's compensation.

COMMERCIAL GENERAL LIABILITY INSURANCE (INCLUDING PRODUCT(S) LIABILITY INSURANCE)

Shall insure the vendor and the vendor's agents, the New York City Department of Education and the City of New York during the performance of work under this contract against all present and future claims for bodily injury, sickness, disease, death, and property damage as may arise because of any services/work performed or goods provided by the vendor or by anyone employed by the vendor, either directly or indirectly.

The limit of liability under this Commercial General Liability Insurance coverage (including Products Liability Insurance) for bodily injury, sickness, disease, or death shall be at least **$1,000,000** per occurrence.

The limit of liability required for property damage shall be at least **$100,000** for one claimant in any one occurrence but not more than **$200,000** for two or more claimants in any one occurrence. Such damages shall include all injury to, or destruction of, property of such claimant as well as the loss of use occasioned by the occurrence.

MOTOR VEHICLE LIABILITY INSURANCE

Shall insure the vendor, the vendor's agents, the New York City Department of Education and the City of New York during the performance of work under this contract against all present and future claims for bodily injury, sickness, disease, death and property damages which may arise because of a motor vehicle accident.

The limit of liability shall be at least **$1,000,000** for all injuries sustained in any one occurrence.

The limit of liability required for property damage shall be at least **$100,000** for one claimant and at least **$200,000** for two or more claimants in any one accident. Such damages shall include all injury to, or destruction of, property of such claimant as well as the loss of use occasioned by the accident.

PROPERTY LOSS INSURANCE

The limit of liability shall be at least **$500,000** per occurrence protecting the supplies, equipment and property, etc. of the New York City Department of Education against "All Risks" of loss, which include, but are not limited to, fire, lightning, windstorm, hail, riot, civil commotion, vandalism, malicious mischief, burglary, theft, floods, earthquakes, hurricanes, tornadoes and other perils including mysterious disappearance while supplies, etc. are in the possession, control or responsibility of the contractor, sub-contractor or anyone directly or indirectly employed by either of them.

In the event there is a loss incurred as a result of any of the above, reimbursement for claims submitted shall be on a dollar for dollar basis for the cost incurred by the Department for either the loss of services, repair, restoration or replacement, whichever is applicable. This coverage may be a "Department Form" policy covering any/all possible contingencies.

SUB-CONTRACTORS' INSURANCE

Should the awarded Contractor retain a Subcontractor to perform any of the services mentioned herein, it is the Contractor's responsibility to insure that Subcontractor maintains the same types of insurance coverage in accordance with the requirements and amounts indicated herein.

SAVE HARMLESS CLAUSE

Contractor hereby agrees to indemnify and hold the New York City Department of Education and the City of New York harmless from all claims, damages, judgment, expenses, attorneys fees and compensation whether in contract or tort arising out of personal injury, including death, or property damage sustained or alleged to have been sustained in whole or in part by any or all persons whatsoever as a result of or arising out of any act or omission of the Contractor, its agents or employees, or caused or resulting from any deleterious substance in any of the products supplied or while the equipment, supplies, etc. are being delivered or the service-work is being performed under this contract, whichever instance is applicable.

CERTIFICATION BY INSURANCE BROKER

The undersigned insurance broker represents to the Board of Education of the City School District of the City of New York (*dba* New York City Department of Education) that the attached Certificate of Insurance is accurate in all material respects and that the described insurance is effective as of the date of this certification.

____
(Type Name of Insurance Brokerage Firm)

____
(Type Street Address, City, State and Zip Code of Ins. Brokerage Firm)

____
(Type Telephone No. and Email Address of Broker's Contact Person)

____
(Signature of Authorized Official of Broker)

____
(Type Name and Title of Authorized Broker Official)

Subscribed to and sworn before me this

_______day of ____________, 20 _____

____
NOTARY PUBLIC

RFP R0911 – PERIODIC ASSESSMENT PROGRAM

This is a sample – an original certificate document should be obtained from the vendor's insurance company.

NAIC NUMBER: **CUSTOMER CERTIFICATE OF INSURANCE** **ISSUE DATE:**

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW,

INSURED

COMPANIES AFFORDING COVERAGE:
COMPANY LETTER **A**
COMPANY LETTER **B**
COMPANY LETTER **C**
COMPANY LETTER **E**

COVERAGE'S:

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

CO LTR	TYPE OF INSURANCE	POLICY #	POLICY EFF DATE	POLICY EXP DATE	LIMITS	
A	**GENERAL LIABILITY**				GENERAL AGGREGATE	$
	( ) COMMERCIAL GL				PRODUCTS-COMP/OP AGG,	$
	( ) CLAIMS MADE ( ) OCCUR,				PERSONAL & ADV, INJURY	$
	( ) OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE	$
	( ) B.F. VENDOR				FIRE DAMAGE (ANY ONE FIRE)	$
	EXPRES LIABILITY				MED. EXPENSE (ANY ONE PERS)	$
	( ) UMBRELLA FORM				EACH OCCURANCE	$
	( ) OTHER THAN UMBRELLA FORM				AGGRIGATE	$
B	WORKER'S COMPENSATION AND EMPLOYEE LIABILITY				( ) STATUTORY LIMITS	
					EACH ACCIDENT	$
					DISEASE-POLICY LIMIT	$
					DISEASE-EACH EMPLOYEE	$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

NEW YORK CITY BOARD OF EDUCATION AND THE CITY OF NEW YORK ARE ADDITIONAL INSURED

CERTIFICATE HOLDER:

NEW YORK CITY BOARD OF EDUCATION

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL ***30 DAYS*** WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IIMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES,

AUTHORIZED REPRESENTATIVE:

PRICE CERTIFICATION CLAUSE (REVISED 11/13/78)

The vendor certifies that the prices, warranties, conditions, benefits and terms quoted herein are at least equal or more favorable to the Department of Education of the City School District of the City of New York than the prices, warranties, conditions, benefits and terms currently quoted by the vendor to any customers for the same or a substantially similar quantity and type of item(s) or services as described herein. This certification shall not apply to prices, warranties, conditions, benefits and terms under contracts in effect between the vendor and other customers at the date of submission of the proposal within, except as provided herein.

The successful vendor (hereinafter called the "Contractor") further certifies that during the period between the proposal submission date and the completion of the term of this contract, should subcontractor offer prices, warranties, conditions, benefits, and terms more favorable than those quoted herein, or provide changed prices, warranties, conditions, benefits and terms more favorable than those quoted herein under a contract in effect at the proposal submission date with any customer, for the same or a substantially similar quantity and type of item(s) or services, then the contractor shall immediately thereafter notify the New York City Department of Education, Division of Contracts and Purchasing . Regardless of whether such notice is sent by the contractor or received by the New York City Department of Education, this contract shall be deemed amended retroactively to the effective date of more favorable treatment, to provide the more favorable prices, warranties, conditions, benefits, and terms. The Department of Education shall have the right and option to decline any such amendment.

If the contractor is of the opinion that an apparently more favorable price, warranty, benefit, condition, and term quoted, offered or provided to a customer is not more favorable treatment, the contractor shall immediately notify the Executive Director, Division of Contracts and Purchasing, of the Department of Education in writing setting forth in detail the reasons why the contractor believes the apparently more favorable treatment is not in fact more favorable treatment. The Director of Purchase, Purchasing Management, after consideration of the written explanation may, in their sole discretion, decline to accept the explanation and thereupon the terms will be at least equal to or more favorable to the Department of Education of the City of New York than the prices, warranties, conditions, benefits and terms offered by the contractor to any customer for the same or substantially similar quantity and type of item(s) and/or services as of the effective date of the revision.

The contractor hereby authorizes the inspection, review and copying of contracts and documents that pertain or relate to the performance of this clause of the contract. The contractor shall be obligated to keep the contracts and documents referred to in the above paragraph during the effective period(s) of this contract and for a period of three years after the final payment of this contract.

APPENDIX A4

MINORITY AND WOMEN OWNED BUSINESS ENTITIES PARTICIPATION

The New York City Department of Education (DOE) strongly encourages the substantive participation of minority and women owned business enterprises (M/WBE) in this engagement. The proposal will be deemed to be M/WBE participation if the Prime contractor is identified by a governmental agency as a certified M/WBE. No rating points are assigned for M/WBE status.

We strongly advocate participation of Prime contractors who demonstrate a clear and strong commitment to, and support of equal employment opportunity and employee civil rights, as well as, Prime or subcontractors showing a high level of commitment to the principles incorporated in Title VI and Title VII of the Civil Rights Act of 1964, and with all applicable Federal, State and City Laws and for clear demonstration of implementation thereof.

Demonstration of commitment and implementation may consist of, but not be limited to, the following, as documented by supporting data and materials, to be provided by the proposed with its response to this RFP:

- **Submit a copy of your M/WBE certification letter from a governmental agency.**
- **A record of hiring, placement, training and promotional practices which permit access to all levels within the firm's organization by women, minority, and disabled and other employee groups covered by the Civil Rights Act of 1964.**
- **Policies, initiatives and programs that discourage discrimination against individuals on the basis of age, color, sex, national origin, citizen status, religion, sexual orientation, pregnancy or pregnancy-related conditions, and/or promotes the welfare of people with disabilities, including mentally and physically disabled employees and disabled veterans.**

Recognition of the efforts above by government agencies nationally recognized civil rights organizations, or other appropriate groups.

APPENDIX B
TERMS AND CONDITIONS

1. Definitions

A. Words used in this Agreement shall have their ordinary meanings in the English language, except that scientific, technical, specialized or foreign words shall be given their appropriate scientific, specialized or foreign meanings, and definitions specifically provided elsewhere in the Agreement shall apply.

B. The following words, names and titles shall have the following meanings:

(1) "The Board" means the Board of Education of the City School District of the City of New York.

(2) "The City" means the City of New York.

(3) "Contract Budget Detail" means the document attached to and incorporated into the Agreement explaining and limiting how funds paid hereunder are to be expended by the Contractor.

(4) "The Comptroller" and "The Commissioner of Finance" mean the Comptroller and the Commissioner of Finance of the City, respectively.

(5) "The Chancellor" means the Chancellor of the Board.

(6) "Approved," "Required," "Directed," "Specified," "Designated" or "Deemed Necessary," unless otherwise expressed, mean approved, required, directed, specified, designated, or deemed necessary, as the case may be by the Chancellor or his designee.

(7) "Completion" means full and complete compliance with every requirement of the Agreement by the Contractor as certified by the Chancellor or his designee.

(8) "Final Payment" means (i) the payment or refund by the Board or City of any moneys that exhausts the amount of money made available under the Agreement or (ii) any payment marked "Final Payment."

(9) "Subcontractor" (with or without capitalization) means any Person other than the Contractor who provides, furnishes, supplies, delivers and/or otherwise gives services to the Board pursuant to an agreement with the Contractor. Any Contractor's Affiliate that provides Services to the Board pursuant to such an agreement shall be deemed a Subcontractor.

(10) "Affiliate" (with or without capitalization) means, with respect to a Party, any Person directly or indirectly Controlling, Controlled by or under common Control with, such Party.

(11) "Control" (with or without capitalization and including the terms "controlling," "controlled by" and "under common control") means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of a Person (such as, but not limited to, a Bidder, the Contractor, a Contractor's employee, an Affiliate and/or a Subcontractor), whether through the ownership of voting securities, by contract or credit agreement, as trustee or executor, and other forms of influence such as legal, political, financial or otherwise.

(12) "Party" and "Parties" (with or without capitalization) mean each or both, respectively, of the Board and the Contractor.

(13) "Person" (with or without capitalization) means any natural person, corporation, limited liability company, limited liability partnership, general partnership, limited partnership, trust, association, sole proprietorship, governmental organization or

agency, political subdivision, body politic, or other legal person or entity of any kind, legally constituted.

2. Captions

The headings of this Agreement, the paragraphs, and subparagraphs of the Agreement, and of any attachments, are included solely for convenience and reference, and they shall not be used in any way to interpret this Agreement.

3. Conditions Precedent

This Agreement shall not become effective or binding upon the Board until:

(1) it shall have been approved as to legal sufficiency by the Board's Office of Legal Services; (2) it shall have been executed by the Chancellor; (3) it shall have been approved as to legal authority by the New York City Law Department; and (4) it shall have been approved by the New York State Education Department, if applicable. A Requirement Agreement for an extended period will require an endorsement upon the Agreement from time to time as services and/or items and materials are ordered, of the sufficiency of the appropriation applicable towards the payment for said services and/or materials as and when ordered. (Rev. 4/16/01)

4. Compliance with Laws

In connection with the performance of this Agreement, the Contractor shall comply with all applicable laws, rules and regulations. The parties hereto agree that every provision of law required to be inserted herein be deemed a part hereof. It is further agreed that if any such provision is not inserted or is incorrectly inserted, through mistake or otherwise, this Agreement shall be deemed amended so as to comply strictly with the Law.

5. Unlawful Provisions Void

If this Agreement contains any unlawful provisions or portions thereof, they shall be deemed deleted from the Agreement and the remainder of the Agreement shall remain in full force and effect. If the deletion of such provision frustrates the purpose of this Agreement, either party may make application to the Chancellor's designee for relief. (Rev. 10/4/02)

6. Religious Activity Prohibited

There shall be no religious worship, instruction, proselytizing, or other religious activity in connection with the performance of this Agreement.

7. Political Activity Prohibited

No Board property provided to the Contractor hereunder for the purposes of this Agreement shall be used for any political activity or to further the election or defeat of any candidate for public office. As used herein the term "Board property" shall include, but not be limited to, supplies, work sites, funds advanced and services.

8. Publication and Publicity

The Contractor or anyone employed by the Contractor may not publish the results of its participation or findings in the performance of this Agreement without the prior written approval of the Chancellor or his designee. All approved publications shall acknowledge that the program is supported by funds from the Board. Five true copies of each approved publication shall be furnished to the Board without charge. (8/29/88)

9. Copyright

If the Contractor or anyone employed by the Contractor shall write, record or otherwise produce copyrightable material within the scope or in furtherance of this Agreement, the Board shall be considered the author for purposes of copyright, renewal of copyright, and termination of copyright and, unless expressly waived in a written instrument signed by the Chancellor or his designee, the owner of all of the rights comprised in the copyright. (6/88)

10. Patents

Any invention or discovery arising out of or developed in furtherance of this Agreement shall be promptly and fully reported to the Board. The Board shall have the exclusive right to apply for patent protection on such invention or discovery and to determine how the rights in said invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered.

11. Accounting for Property

If any property is acquired by the Contractor with funds provided by the Board under this Agreement, the property shall be deemed purchased by the Board for the use of the Contractor during the term of the Agreement shall be permanently embossed "Property of New York City Board of Education" and shall be returned to the Board, at the Contractor's expense, within thirty (30) days after the end of said term, unless the Contractor is otherwise notified in writing by the Chancellor or his designee. (6/21/88)

12. Non-Reimbursable Expenses

The following items may not be claimed as a direct or indirect cost of the Services provided under this Agreement:

a. rental expense of apartments;

b. interest on loans;

c. penalties for delinquent filing of tax returns;

d. political or charitable contributions;

e. advertising and promotions;

f. legal expenses;

g. key-man life insurance premiums;

h. federal, state and city income taxes, state and city franchise taxes, and any costs for the preparation of such tax returns;

i. expenses incurred in preparing for operations;

j. cost of employee meals and lodging except when traveling outside the City and pursuant to the Contract Budget Detail of this Agreement;

k. entertainment, gratuities, and any other items of a personal nature;

l. long distance telephone calls unless directly related to the services provided under the terms of this Agreement;

m. any expense not ordinary, necessary or reasonable in the performance of the Agreement.

13. Limitation on Overhead

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall be reimbursed for overhead costs equal to the lesser of either (1) the amount specified in the Contract Budget Detail of this Agreement or (2) the amount calculated by multiplying the total direct labor cost plus fringe benefits stated in the Contract Budget Detail of this Agreement by a fraction, the numerator of which shall be the total of all the Contractor's overhead costs during the term of this Agreement for all operations, and the denominator of which shall be the total of all of the Contractor's direct labor costs plus fringe benefits during the Term of this Agreement for all operations.

14. No Extra Compensation

The Contractor shall not seek, ask for, demand, sue for or recover, as extra compensation or otherwise, any sum for labor, materials or Services other than the compensation agreed upon and fixed.

15. Invoices and Payments

The Contractor shall furnish proof of performance with each invoice, and shall comply with all Board requirements concerning the manner in which invoices are to be submitted. The Contractor shall not be entitled to demand or receive full or partial payment, until each and every one of the provisions of this Agreement is complied with, and the Chancellor or his designee shall have given written certification to that effect. Nothing contained herein shall be construed to affect the right hereby reserved by the Board to reject the whole or any portion of the performance, should said certification be inconsistent with the terms of this Agreement, or otherwise erroneously given.

16. Cancellation of Grant Funding

If the goods or Services to be provided hereunder are to be paid for, in whole or in part, by means of grant funding received by the Board from federal, state, city or private sources, the obligation to pay the Contractor shall be subject to the continuing availability of said funding. The Board shall notify the Contractor within five (5) business days from the date the Board receives written notice of the cancellation of grant funding, in whole or in part, whereupon the Contractor may cease further performance of this Agreement to the extent said performance would not be supported by grant funding. However, the Board may, at its option, require completion of performance of this Agreement by the Contractor upon giving written assurance, signed by the Chancellor or his designee, within fifteen (15) business days of the date the Board receives written notice of such cancellation, that the completed performance of this Agreement shall be supported by other available funds.

17. No Estoppel

The Board, City, and their respective departments, divisions and offices, shall not be precluded or estopped by a statement or document issued by or on behalf of the Board or the City, from indicating the true value of Services performed and supplies furnished by the Contractor or by any other person pursuant to or as a result of this Agreement, or from indicating that any such return or certificate is untrue or incorrect in any particular, or that the Services performed and supplies furnished or any part thereof do not in fact conform to the provisions of the Agreement. Notwithstanding any such statement or document, or payment in accordance therewith, the Board and the City shall not be precluded or estopped from demanding and recovering from the Contractor such damages as may be sustained by reason of the Contractor's failure to comply with the provisions of this Agreement.

18. Acceptance of Final Payment

Receipt and negotiation by the Contractor, or by any person claiming under this Agreement, of the Final Payment hereunder, notwithstanding whether such payment be made pursuant to any judgment or order of any court, shall constitute a general release of the Board from any and all claims and liability for anything done, furnished, or relating to the labor, materials, or services provided, or for any act of omission or commission of the Board or its agents and employees. Said release shall be effective against the Contractor and the Contractor's representatives, heirs, executors, administrators, successors, and assigns.

19. Claims - Limitation of Action

No action at law or equity shall be maintained by the Contractor, its successors or assigns, against the Board on any claim based upon or arising out of this Agreement, or out of anything done in connection with this Agreement, unless such action shall be commenced within six (6) months after the date of filing of the voucher for final payment hereunder or within six (6) months of the required completion date for the services performed hereunder, whichever is sooner. None of the provisions of Article 2 of the Civil Practice Law and Rules shall apply to any action against the Board arising out of this Agreement.

20. Notices

The Contractor's address stated on page 1 of this Agreement is hereby designated as the place where all notices, letters or other communications directed to the Contractor shall be served, mailed or delivered. Any notice, letter or other communication directed to the Contractor and delivered to such address, or sealed in a post-paid wrapper and deposited in any post office box regularly maintained by the United States Postal Service, shall be deemed sufficient service thereof upon the Contractor. Said address may be changed at any time by an instrument in writing, executed and acknowledged by the Contractor and delivered to the Chancellor's designee. Nothing herein contained shall be deemed to preclude or render inoperative personal delivery of any notice, letter or other communication, written or oral, to the Contractor. Whenever it shall be necessary or required to prove the delivery of any notice, an affidavit describing such delivery shall be conclusive evidence of such delivery.

21. Amendments and Waivers

A. This Agreement may be amended by a written instrument signed by an authorized officer for the Contractor, and by the Chancellor or his designee. No amendment materially affecting the substance hereof shall be effective unless authorized by the Chancellor, and a copy of said authorization is attached to the amendment and incorporated therein. (Rev. 11/27/02)

B. No waiver by the Board of any term or condition hereof shall be effective unless in writing and signed by the Chancellor or his designee. Any waiver shall be specifically limited to its terms, and shall not be deemed applicable to subsequent like circumstances.

C. Any purported oral amendment or waiver shall be void.

22. Suspension of Deliveries

The Chancellor or his designee, may postpone, delay, or suspend the delivery of the goods or Services, or any part thereof, without additional compensation to the Contractor. In such event, (A) the time established for performance by the Contractor of any duty during the Term of this Agreement may, at the Contractor's option, be extended for the number of days the Contractor was delayed by said suspension, postponement, or delay provided the Term is not thereby extended; however, (B) the Term may, at the Board's option, be extended for the number of days the Contractor was delayed by said suspension, postponement, or delay.

23. Cancellation

A. If the Contractor violates any provision of this Agreement, the Chancellor or his designee may pursue any legal or equitable remedies available to the Board. In addition, the Chancellor or his designee may seek to have the Contractor declared in default by a panel to be designated by the Chancellor. In the event that the Chancellor's designee shall determine the Contractor to be in default, the Board may cancel this Agreement and shall thereafter be relieved of all liability hereunder. Upon a finding of default in violation of this contract, the Contractor shall be deemed not responsible and disqualified from bidding for a period of four years, unless in such finding of default, a lesser penalty is imposed by reason of mitigating circumstances. (Rev. 10/4/02)

B. In the event of breach of this Agreement by the Contractor, the Board shall have the right to cancel and terminate said Agreement, and the Contractor shall be liable to the Board for any additional cost of completion of the within services, the Board's other costs in connection with the termination, re-letting and completion of the services. All such costs, along with any liquidated damages for delay provided herein, may be assessed by the Board against the Contractor and deducted by the Board from payment to be made to the Contractor under this or any other Agreement at any time between the Contractor and the Board or City. In the event that said costs exceed all sums owed at the termination date of this Agreement, the Contractor shall pay the amount of such excess to the Board upon notice from the Board of said amount, and in the event that said costs and liquidated damages are less than the sum payable under this Agreement as if same had been completed by the Contractor, the Contractor shall forfeit all claims to the difference to the Board. If the Board undertakes to secure the services or any part thereof under this section of the Agreement, the certificate of the Chancellor or his designee indicating the amount of services secured, the cost and excess cost, if any, of completing this Agreement, and the amount of liquidated damages hereunder, shall be conclusive and binding upon the Contractor, its assigns and all other claimants.

24. Board Determination

The Chancellor or his designee shall in all cases determine the acceptability of the labor, materials, or Services which are delivered pursuant to this Agreement, including but not limited to their quality, delivery, and condition, and shall in all cases decide every question which may arise relative to the performance of this Agreement. The Contractor may not rely upon, and the Board shall not be bound by, any explanations, determinations or other statements by or from the Board which are not in writing and signed by the Chancellor or his designee.

25. Investigations

25.1 The Contractor agrees to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York (State) or City of New York (City) governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry.

25.2 (a) If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the laws of the State of New York; or,

25.2 (b) If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City, then:

25.3 (a) The commissioner or agency head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license may convene a hearing, upon not less than (5) days written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

25.3 (b) If any non-governmental party to the hearing requests an adjournment, the commissioner or agency head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to paragraph 25.5 below without the City and Board incurring any penalty or damages for delay or otherwise.

25.4 The penalties which may attach after a final determination by the commissioner or agency head may include but shall not exceed:

(a) The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City and Board; and/or

(b) The cancellation or termination of any and all such existing City and Board contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City and Board incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the Board.

25.5 The Commissioner or agency head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in paragraphs (a) and (b) below. He or she may also consider, if relevant and appropriate, the criteria established in paragraphs (c) and (d) below in addition to any other information which may be relevant and appropriate:

(a) The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

(b) The relationship of the person who refused to testify to any entity that is a party to the hearing, including but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

(c) The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City and the Board.

(d) The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under 25.4 above, provided that the party or entity has given actual notice to the commissioner or agency head upon the acquisition of the interest, or at the hearing called for in 25.3(a) above gives notice and proves that such interest was previously acquired. Under either circumstances the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

25.6 (a) The term "license" or "permit" as used herein shall be defined as a license, permit, franchise or concession not granted as a matter of right.

(b) The term "person" as used herein shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

(c) The term "entity" as used herein shall be defined as any firm, partnership, corporation, association, or person that receives monies, licenses, leases, or permits from or through the City or Board or otherwise transacts business with the City or Board.

(d) The term "member" as used herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

25.7 In addition to and notwithstanding any other provisions of this agreement, the commissioner or agency head may in his or her sole discretion terminate this agreement upon not less than three (3) days written notice in the event the Contractor fails to promptly report in writing to the Commissioner of Investigation of the City of New York any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the City or Board, or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this agreement by the Contractor or affecting the performance of this agreement.

26. Reports, Inspection and Records

A. The Contractor shall promptly provide all reports required by the Board, including without limitation, financial, program, statistical, analytical, narrative and progress reports. Unless otherwise provided herein, the final payment hereunder shall not be made until all reports have been submitted and approved by the Board.

B. The Contractor shall, until six (6) years after completion of its services hereunder or six years after date of termination of this Agreement, whichever is later, maintain and retain complete and correct books and records relating to all aspects of the Contractor's obligations hereunder. Records must be maintained separately, so as to identify clearly the hours charged to this Agreement and be distinguishable from all other hours charged which are not related to this Agreement.

C. The Contractor shall make its staff, and premises, books, records, operations, and Services provided under this Agreement, and those of its subcontractors, available to the Board and to any person, agency or entity designated by the Board, at any time, for program, audit, fiscal audit, inspection, observation, sampling, visitation and evaluation, and shall render all assistance and cooperation for said purposes. The Contractor agrees to attend, upon demand, any investigation conducted by the Board to produce any records and other documents required by the Board at that investigation, to cooperate with the Board, and to give sworn testimony pertaining to those documents or the subject of the investigation; provided only that the investigation, testimony, records and documents relate to the subject of the Contractor's relationship with the Board of Education. If a corporation, partnership or government agency, the Contractor agrees to require its officers, employees and partners to comply with the foregoing.

D. In its record keeping the Contractor shall also comply with all federal, state and local laws and regulations pertaining to such records, including, without limitation, the regulations of the Comptroller, and shall require its subcontractors to do likewise.

E. In the event that any federal, state or local government agency, or other public or private agency conducts an audit of any of the Contractor's operations which pertains directly or indirectly to the goods and services provided pursuant to this Agreement, within five (5) working days after receipt by the Contractor of notice of the commencement of such audit the Contractor shall give notice of such commencement to the Board; and within five (5) working days after receipt by the Contractor of a copy of any resulting interim or final audit report, the Contractor shall supply one copy thereof to the Board. (6/24/88)

27. Non-Assignment of Contract

The Contractor shall give its personal attention to the faithful performance of this Agreement. The Contractor covenants that it will not assign, transfer, convey, sublet or otherwise dispose of this Agreement or its right, title or interest therein or its power to execute such Agreement, to any other person or corporation without the previous written consent of the Chancellor or his designee. Request for permission to assign a contract shall be submitted in writing to the Chancellor’s designee, Executive Director of the Division of Contracts and Purchasing, 65 Court Street, Brooklyn, New York 11201. A non-refundable processing fee of $250.00 for contract amounts less than $100,000.00 and $500.00 for contract amounts $100,000.00 or greater shall be submitted with the request. Said fee shall be by check or money order and made payable to the New York City Board of Education, Division of Financial Operations. The Chancellor’s designee shall grant or deny such requests after consultation with the appropriate Division or Office, the decision is final and binding. If the Contractor in any way violates the terms of this provision, the Board shall have the right to cancel and terminate this Agreement, and the Board shall thereupon be relieved from all liability hereunder. Nothing contained herein shall be construed to affect an assignment by the Contractor for the benefit of its creditors made pursuant to the statutes of the State of New York. No right under this Agreement, or to any monies due or to become due hereunder, shall be asserted against the Board or the City in law or in equity by reason of a purported assignment of this Agreement, or any part thereof, or of any monies due or to become due hereunder, unless authorized as aforesaid. (Rev.11/27/02)

28. Contractor's Staff

The Contractor shall employ or contract for the services of only competent workmen, consultants, independent contractors and other employees as are, or reasonably may be, necessary for the performance of the Services hereunder.

The Contractor warrants that it shall be solely responsible for its employees' work, direction, safety and compensation. (6/84)

The Contractor agrees to replace immediately any employee, and not engage such employee in the performance of this Agreement, if the Contractor is notified in writing that, in the opinion of either the Chancellor, a Community Superintendent, or their designees, such employee is incompetent or otherwise impedes the performance of the services hereunder.

29. Confidentiality of Records

All personally identifiable student and staff information obtained by or furnished to the Contractor by the Board, and all reports and studies containing such information prepared or assembled by the Contractor, are to be kept strictly confidential by the Contractor and shall not be provided or disclosed to any third party without the express written permission of the Chancellor or his designee. The Contractor shall limit access to such material in its control to those of its employees performing services pursuant to this Agreement strictly on a need to know basis. The Contractor shall restrict its use of the information to its performance under this Agreement and shall return all such material to the Board upon the completion of the services herein.

30. Testimony

If the project which is the subject matter of this Agreement at any time becomes involved in a proceeding, to which the Board or the City is a party, before any court, board, tribunal, panel, arbitrator, referee or agency, the Contractor shall provide such knowledgeable witnesses as the Board shall require, free of additional compensation of any kind. Nothing herein shall require the Contractor to provide testimony in any proceeding in which it is a party with interests opposed to those of the Board.

31. No Personal Liability

Neither the members of the Board nor the Chancellor nor any officer, employee, agent or representative of the Board or of the City shall be personally liable, based upon any theory of law or equity, to the Contractor or to any party claiming on behalf of or through the Contractor, under this Agreement, or by reason of any individual's actions or failure to act in any way connected with this Agreement, whether or not the action shall have been within or without an individual's scope of authority. The scope of this provision includes personal injury to any personal interest (commercial or otherwise), physical injury (including death), property damages, and any pecuniary damages where such injuries or damages result from or arise out of negligence. The Contractor further waives any and all rights to make a claim or commence an action or special proceeding, in law or equity, against any of the aforementioned individuals, and the Contractor hereby assigns its complete right, title, and interest in any such claim, action, or special proceeding to the Board. (Rev. 2/83)

32. Indemnification

The Contractor shall protect, indemnify and hold harmless the Board from any and all claims, suits, actions, costs and damages to which the Board may be subjected by reason of injury to person or property, or wrongful death, as may result of any act, omission, carelessness, malpractice or incompetence of the Contractor, or anyone employed or engaged by the Contractor, in connection with the performance of this Agreement.

33. Conflicts of Interest

A. Except as stated in paragraph B, no non-governmental Contractor may have on its Board of Directors (or comparable body), employ or have under contract for services (1) any present full-time officer or employee of the City of New York or the Board of Education or any part-time officer or employee of the Board, or (2) any present full-time officer or employee of the City (including the Board of Education) on leave from the City or the Board or any part-time officer or employee of the Board currently on leave from the Board. Generally, the Conflicts of Interest Board may grant waivers of this provision, if an employee or officer is not involved in the Contractor's business with the City or the Board. Said waivers are discretionary and must be approved prior to the commencement of services by that individual. The Board of Education's Ethics Officer must be contacted if an officer or employee wishes to request a waiver. (2/13/01)

B. No Board of Education officer or employee may serve as an unpaid member of a Board of Directors (or comparable body) of a non-governmental not-for-profit Contractor without the permission of the Chancellor. To obtain this permission, the officer or employee must contact the Board of Education's Ethics Officer. All other City officers or employees may serve as unpaid members of Boards of Directors (or comparable body) of a non-governmental not-for-profit Contractor, if the officer or employee has no involvement with the Contractor's business with the City or the Board. (Rev. 11/27/02)

C. No officer or employee of the Board of Education, or the officer or employee's spouse/domestic partner or unemancipated child(ren) can have an ownership interest in the contractor, defined as an interest which exceeds five percent of the firm or an investment of $32,000 in cash or other form of commitment, whichever is less, and any lesser interest when the officer or employee or spouse, unemancipated child(ren), or domestic partner exercises managerial control or responsibility regarding any such firm. (12/2/99)

D. No former officer or employee of the Board may appear before the Board on behalf of a non-governmental Contractor within one year of the former officer or employee's termination of service with the Board. An appearance before the Board includes all communications with the Board. However, a former employee of the Board is not prohibited from serving on a non-governmental Contractor's Board of Directors (or comparable body), or from employment or contracting for services with the Contractor, provided that the former employee does not appear before the Board within one year of the termination of service with the Board.

E. No former officer or employee of the City (including the Board) may have any involvement on behalf of a non-governmental Contractor with any aspect of a contract, including services under that contract, if that former officer or employee was involved substantially and personally with any aspect of that contract while employed by the City. Any former City employee whose duties for the City or the Board involved a contract shall contact the New York City Conflicts of Interest Board for clarification before having any involvement with the contract on behalf of a non-governmental Contractor or any other private interest.

F. The Contractor warrants that, other than a bona fide employee or contractor regularly working as a sales representative for the Contractor, no person, selling agency, or other entity has solicited or secured this Agreement, or has been employed or retained to do so, for a commission, percentage, brokerage fee or contingent fee.

G. The Contractor shall not give, and warrants that it has not given or promised to give, any gift to a community school board member, school leadership team member or to any officer, employee or other person whose salary is payable in whole or part from Board or City funds, or other funds under this Agreement. The word "gift" shall include, without limitation, money, tangible goods, services, loans, promises or negotiable instruments. (2/13/01)

H. If the Contractor violates any provision of this paragraph, the Board may, at its option: (1) cancel and terminate this Agreement and be relieved of all liability hereunder; (2) deduct all amounts paid by the Contractor or other value given by the Contractor in violation of this paragraph from payments made or to be made to the Contractor under this or any other Agreement at any time; (3) require the refund of any funds paid hereunder; (4) any combination of the foregoing; or (5) any other action the Board deems necessary and appropriate as permitted by law. Any breach of the warranties or violation of the provisions of this paragraph shall be grounds to find the Contractor or its principals as not a responsible bidder on other Board or City contracts.

I. Provider shall adhere to the Central Board of Education policy on Conflicts of Interest, the Chancellor's Regulations on Conflicts of Interest C-110, and the New York City Charter provisions on Conflicts of Interest which are hereby incorporated by reference as if fully attached hereto.

34. Antitrust

The Contractor assigns to the Board its right, title and interest in and to any claim or cause of action arising under the antitrust laws of New York State or the United States relating to the goods or Services purchased or procured by the Board pursuant to this Agreement.

35. Merger and Choice of Law

This written Agreement constitutes the entire agreement of the parties, and no other prior or contemporaneous agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto, or to vary any of the terms contained herein. This Agreement shall be governed and construed in accordance with the laws of the State of New York without regard to its conflict of law rules.

36. Participation in an International Boycott

A. The Contractor agrees that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder.

B. Upon the final determination by the Commerce Department or any other agency of the United States that the Contractor or a substantially-owned affiliated company thereof, participated, or is participating, in an international boycott in violation of the provisions of the Export Administration Act of l979, as amended, or the regulations promulgated thereunder, the Chancellor or his designee may, at his option, render forfeit and void this contract. (1/12/89)

37. No Discrimination

A. The Contractor will strictly comply with all applicable Federal, State and Local laws pertaining to the subject of discrimination on any ground, as they may now read or as they may hereafter be amended.

B. The Contractor is, and will remain, an Equal Opportunity Employer. In addition to the other requirements of this paragraph 37, the Contractor shall provide equal opportunity for all qualified persons, and shall not discriminate in employment because of race, creed, gender, color, age, sexual orientation, national origin, handicapping condition, marital status, or religion and shall promote the full realization of equal opportunity. (Rev. 9/20/88)

C. Pursuant to the provisions of the New York State Labor Law, the Contractor agrees, in its operations performed within the State of New York:

(1) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, neither the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

(2) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the

performance of work under this contract on account of race, creed, color, sex or national origin;

(3) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated by the contractor or subcontractor, or anyone acting on behalf of the contractor in violation of the provisions of the contract;

(4) That this contract may be cancelled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract;

(5) The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York; and

(6) That the Board is, for purposes of this subparagraph C., a "state or municipality." (Rev. 11/25/96)

38. Equal Employment Opportunity Requirements for Professional Contractors

A. Definition of Terms for the Implementation of a Program of Affirmative Action.

The following terms, when used in this paragraph, shall have the meanings given for them.

(1) "Employee": Any person employed full or part-time in any capacity by the Contractor or sub-contractor.

(2) "Minority Groups and Affected Classes": Blacks, Hispanics (Non-European), Asian Americans, American Indians, females and individuals with handicapping conditions.

(3) "Program of Affirmative Action": A detailed, result-oriented set of written procedures submitted by a Contractor or sub-contractor which when implemented with conscious effort results in compliance with the Equal Opportunity Policy herein, through full utilization and equal treatment of minorities, women and individuals with handicapping conditions at all levels and in all segments of the Contractor's or sub-contractor's work force. An effective Program of Affirmative Action shall include but not necessarily be limited to, the following elements: (Rev. 9/20/88)

(a) Development or reaffirmation of the Contractor's or sub-contractor's Equal Opportunity Policy;

(b) Dissemination of the Policy;

(c) Responsibility for implementation;

(d) A survey and analysis of employment at all levels and in all categories and aspects of the Contractor's or sub-contractor's work force, which determines if and at which levels, categories, and aspects there is an underutilization of minority and female employees;

(e) An analysis of employment policies and practices, including but not limited to seniority systems, recruitment, training, promotion, insurance and job benefits and their effects upon minorities, women and individuals with handicapping conditions;

(f) Corrective actions taken, or to be taken, toward the elimination of any employment policy or practice having a discriminatory effect on minority group members and women; and

(g) Description of the Contractor's efforts to engage, as sub-contractors, bona fide minority business enterprises and female enterprises.

(4) "Goals and Timetables": Projected levels of achievement resulting from an analysis by the Contractor or sub-contractor of its deficiencies, and of what it can reasonably do to remedy them within a specified time period.

(5) "Underutilization": Having fewer minorities, women and individuals with handicapping conditions in a particular job classification than would reasonably be expected by their availability in the appropriate labor force.

(6) "The Office": The Office of Equal Opportunity of the Board.

B. Required Program of Affirmative Action

(1) The Contractor is required to identify and eliminate overt and covert discriminatory practices and implement the Program of Affirmative Action. Upon demand of the Office the Contractor shall submit to the Office a detailed written Program of Affirmative Action (hereinafter referred to as a "P.A.A."). In the event the Contractor submits a P.A.A. not acceptable to the Office, the Office will require the correction or revision of the P.A.A. to its satisfaction.

(2) In the event the Contractor fails to submit such an acceptable P.A.A. within the time specified in the demand, the Contractor may be declared in default. The Director shall be the sole judge of the P.A.A.'s acceptability. The P.A.A. shall:

(a) Apply to all Board of Education professional services contracts with the Contractor;

(b) Encompass all phases of the employment process, including evaluation of job classification to ensure job relatedness, recruitment, selection, validity of examinations, retention, layoffs, seniority, assignments, training, promotion, salary and benefits;

(c) Fulfill the following requirements:

(i) Include measurable goals, reasonable timetables and specific programs to be implemented by the contractor to identify and eliminate deficiencies in employment practices with respect to the underutilization of members of minority groups and members of affected classes;

(ii) Include a statement of the present utilization of minority group members and women in the Contractor's work force and a projection of the minority utilization in the Contractor's work force for the life of the Contract and for at least a one-year period succeeding its completion. This statement and projection shall include present and projected (1) rates of hiring and promotion of minority group members and women in specific job categories at each wage rate within each level of employment and according to major organizational unit, and (2) percentages of minority group and women utilization in specific job categories at each wage rate within each level of employment, and according to major organizational work force;

(iii) Include all of the Contractor's facilities within New York City as well as those facilities located elsewhere within the continental limits of the United States;

(iv) Specify the union(s) or other employee organizations to which the Contractor's employees belong, and shall include commitments to good faith efforts to effect Equal Opportunity changes directly or indirectly, in programs by such unions or organizations to recruit, train, qualify or otherwise select members, if such changes are deemed

necessary. The P.A.A. shall also include a copy of any agreement with an employee association which affects employment policies and practices;

(v) Be submitted in such format as shall be specified by the Director of the Office;

(vi) Include a commitment to submit to the Director a separate P.A.A., of the form (i) to (v) hereof, for each subcontractor prior to approval of the subcontractor by the Board of Education;

(vii) Include a written evidence or proof which shows that minority entrepreneurs have been solicited and given an equal opportunity to submit proposals and that such proposals have been given equal consideration for award;

(viii) Contain commitments as to goals for minority and affected classes employment and adoption of equal employment practices not less strict than the commitments contained in the Contractor's most recent P.A.A. which was approved by the Office.

C. Compliance Inspection Report

Upon demand of the Office the Contractor shall, within the specified time, submit to the Office a Compliance Inspection Report. The completed Compliance Inspection Report must be returned to the Office within such time as is specified in the requisition for information accompanying the report form.

D. Conferences

The Contractor shall attend such conferences as shall be required by the Office for the purpose of acquainting it with the statutory and contractual requirements and what specific measures shall constitute an acceptable P.A.A.

E. Implementation of P.A.A.

During the Term of the Contract, the Contractor shall successfully implement the P.A.A. approved by the Office.

F. Default

If, in the opinion of the Office, the Contractor has breached any of the requirements of paragraphs 36 or 37 hereof it may seek to have the Contractor declared in default by the Chancellor’s designee as provided elsewhere herein. (Rev. 10/10/02)

For further information concerning these rules, regulations or procedures, contractors may consult with the Office of Equal Opportunity of the Board.

39. MacBride Principles Provisions for Board of Education Contractors

ARTICLE I. MACBRIDE PRINCIPLES

PART A

In accordance with section 6-115.1 of the Administrative Code of the City of New York, the Contractor stipulates that such Contractor and any individual or legal entity in which the Contractor holds a ten percent or greater ownership interest and any individual or legal entity that holds a ten percent or greater ownership interest in the Contract either (a) have no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles.

PART B

For purposes of this section, the following terms shall have the following meanings:

"MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of workplace opportunity which require employers doing business in Northern Ireland to:

(1) increase the representation of individuals from underrepresented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;

(2) take steps to promote adequate security for the protection of employees from underrepresented religious groups both at the workplace and while traveling to and from work;

(3) ban provocative religious or political emblems from the workplace;

(4) publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;

(5) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;

(6) abolish all job reservations, apprenticeship restrictions and different employment criteria which discriminate on the basis of religion;

(7) develop training programs that will prepare substantial numbers of current employees from underrepresented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from underrepresented religious groups;

(8) establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement; and

(9) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

ARTICLE II. ENFORCEMENT OF ARTICLE I.

The Contractor agrees that the covenants and representations in Article I above are material conditions to this contract. In the event the contracting entity receives information that the Contractor who made the stipulation required by this section is in violation thereof, the contracting entity shall review such information and give the Contractor an opportunity to respond. If the contracting entity finds that a violation has occurred, the entity shall have the right to declare the Contractor in default and/or terminate this contract for cause and procure the supplies, services or work from another source in any manner the entity deems proper. In the event of such termination, the Contractor shall pay to the entity, or the entity in its sole discretion may withhold from any amounts otherwise payable to the Contractor, the difference between the contract price for the uncompleted portion of this contract and the cost to the contracting entity of completing performance of this contract either itself or by engaging another contractor or contractors. In the case of a requirements contract, the Contractor shall be liable for such difference in price for the entire amount of supplies required by the contracting entity for the uncompleted term of its contract. In the case of a construction contract, the contracting entity shall also have the right to hold the Contractor in partial or total default in accordance with the default provisions of this contract, and/or may seek debarment or suspension of the Contractor. The rights and remedies of the entity hereunder shall be in addition to, and not in lieu of, any rights and remedies the entity has pursuant to this contract or by operation of law. (8/92)

40. Set-Off Rights

The Board shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the Board's option to withhold for the purposes of set-off any moneys due and owing to the Board with regard to this Agreement, any other agreement with the Board, including any agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the Board for any other reason. The Board shall exercise its set-off rights in accordance with normal Board practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the Board, its representatives, or the State or City Comptroller. (1/95)

41. Non-Collusive Bidding

If this Agreement was awarded by the Board based upon the submission of bids or proposals, Contractor warrants under penalty of perjury, that its bid or price quotation was arrived at independently and without collusion aimed at restricting competition. (10/92)

42. Intentionally Left Blank (Burma Provision Deleted 9/6/01)

43. Intentionally Left Blank (Year 2000 Compliance Required Deleted 11/27/02)

44. Fair and Ethical Business Practices

A. Fair and Ethical Business Practices shall be strictly adhered to during the term of this Agreement. During the term of this Agreement, Contractor shall not:

(1) File with a government office or employee, a written instrument which intentionally contains a false statement or false information;

(2) Intentionally falsify business records;

(3) Give, or offer to give, money, gifts or anything of value or any other benefit to a labor official or public servant with intent to influence that labor official or public servant with respect to any of his or her official acts, duties or decisions as a labor official or public servant;

(4) Give or offer to give, money, gifts or anything of value or any other benefit to a labor official or public servant for any reason;

(5) Knowingly participate in the criminal activities of any organized crime group, syndicate or “family,” nor shall any person employed by or associated with any such organized crime “family,” syndicate or group participate through criminal means in any of the business affairs of Contractor.

B. Contractor certifies throughout the term of this Agreement, that there have been no changes in circumstances, conditions or status of Contractor’s qualification(s) as reflected in Contractor Questionnaire or other such documents submitted to the Board. Any change in the information provided by Contractor in its questionnaire currently on file with the Board must be immediately reported to the Board. In addition, Contractor shall immediately notify the Board of any of the following events if it becomes known that any director, partner, officer, member or employee of Contractor, or any shareholder owning 5% of more of Contractor’s membership interests:

(1) is the subject of investigation involving any violation of criminal law or other federal, state or local law or regulation by any governmental agency; or

(2) is arrested, indicted or named as an unindicted co-conspirator in any indictment or other accusatory instrument; or

(3) is convicted of any felony under state or federal law and/or any misdemeanor involving a business-related crime. (10/8/98)

45. <u>Indemnification Language</u>

The Contractor shall defend, indemnify and hold the Department and the City harmless from and against any and all claims, suits, damages, judgments, liabilities, costs, and expenses, including reasonable attorneys' fees, to which they may be subject because of or related to any claim that the Copyrightable Materials or their use constitutes an infringement by the Contractor or a violation by the Contractor of the copyright, patent, trademark, or any other property or personal right of any third party. For the purposes of this provision, "Copyrightable Materials" shall include any reports, documents, data, photographs, software, and/or other materials provided pursuant to this agreement, regardless of whether the copyright in such materials is or shall be owned by the Department, the Contractor, or third parties. This indemnification shall survive the termination or expiration of this Agreement. This indemnification provision shall not be limited in any way by the Contractor's obligations to obtain insurance as provided under this Agreement. Furthermore, Contractor shall defend and settle at its sole expense all suits or proceedings brought against Contractor arising out of the foregoing. However, in cases involving software, no such settlement shall be made that prevents the Department from continuing to use the software without the Department's prior written consent, which consent shall not be withheld unreasonably. 1/15/03

46 <u>Dispute Resolution</u>

A. In the event the Contractor and the Board are unable to resolve their differences concerning a determination by the Board, the Contractor may initiate a dispute in accordance with the procedure set forth in this Dispute Resolution Section. Exhaustion of these dispute resolution procedures shall be a precondition to any lawsuit permitted hereunder.

B. The parties to this Agreement authorize the Disputes Resolution Officer ("DRO") selected by the Executive Director of the Division of Contracts and Purchasing to decide all questions of any nature whatsoever arising out of, under or in connection with, or in any way related to or on account of, this Agreement (including claims in the nature of breach of contract or fraud or misrepresentation before or subsequent to contract award) and the DRO's decision shall be conclusive, final and binding on the parties. The DRO's decision may be based on such assistance as he or she may find desirable, including the advice of experts. The effect of the DRO's decision shall not be impaired or waived by any negotiations or settlement offers in connection therewith, or by any prior decision of others, which prior decisions shall be deemed subject to review, or by any termination or cancellation of this Agreement. All such disputes shall be submitted in writing by either party to the DRO, together with all evidence and other pertinent information with regard to such questions, in order that a fair and impartial decision may be made. The DRO shall render his or her decision in writing and deliver a copy of same to the parties within forty-five (45) days of the conclusion of submission of all materials and information, or such longer time as may be agreed to by the parties. In an unusually complex case, the DRO may render his or her decision in a longer period of time, not to exceed ninety (90) days or such longer time as may be agreed to by the parties, and shall so advise the parties at the commencement of this period. Failure to make such determination within the time required by this section shall be deemed a non-determination without prejudice. The DRO's decision shall be deemed a final agency action.

C. The DRO may formally decline to hear the Contractor's dispute; in such instance, the Board's Contract Manager's decision shall be deemed final agency action.

D. During such time as any dispute is being presented, heard, and considered pursuant to this Section, the terms of this Agreement shall remain in full force and effect and the Contractor shall continue to provide Services in accordance with this Agreement. Failure of the Contractor to continue to provide Services shall constitute a material breach of contract.

E. If the Contractor protests the determination of the DRO, or of the Contract Manager if such determination is deemed the final agency action, the Contractor may commence a lawsuit in Supreme Court, New York County under Article 78 of the New York Civil Practice Law and

Rules. Such review by the Court shall be limited to the question of whether or not the DRO's decision or the decision of the Contract Manager, as applicable, was made in violation of lawful procedure, was affected by an error of law, or was arbitrary and capricious or an abuse of discretion. No evidence or information shall be introduced or relied upon in such an action or proceeding that has not been presented to the DRO or the Contract Manager, as applicable, prior to the making of his or her decision. (4 Jan 2008)

APPENDIX C

SYSTEM WIDE PROFESSIONAL SERVICES REQUIREMENTS CONTRACT WORK ORDER

This work order is required prior to issuing a purchase order to ensure that the district/school/office and the vendor are in agreement as to the terms of the purchase. No purchase order will be issued without a complete and signed work order. This work order does not replace the contract terms. Rather, it explains the terms for this specific engagement.

Pricing and services must be wholly consistent with the terms and conditions of the contract.

VENDOR NAME:	Date Issued ___________________
ADDRESS:	
CONTACT:	District # School
TEL./FAX:	Contract # Vendor #
E-MAIL:	

I hereby certify that the attached scope of work accurately and completely describes the work to be performed and is consistent with the terms of the above-referenced contract.

____ _______________

Authorized Vendor Signature Date

____ ________________

Signature of Principal/Superintendent or designee Date

………………………………………………………………..FOR DISTRICT USE ONLY………………………………………………………..

Purchase Order Number ______________________

RFP R0911 – PERIODIC ASSESSMENT PROGRAM

Location Code______________________________

Date Issued ______________ Contract #_______________

Scope of Work
(Make copies as necessary)

Services to be delivered. For each service, **include service description**, **number of recipients, location of service, date(s) of service, deliverables, if any, as well as unit, cost, number of units to be purchased and the total cost of the units**. Please refer to the sample.	Unit	Unit Cost	# Units	Total Cost
1. CREATING A MUSEUM IN THE SCHOOL – Students will actively Participate in the creation of a museum/gallery in PS. 88. 5 sessions, 11/10/02-11/14/02, 25 students, $50 per student.	Student	$50	25	$1,250
2. PROFESSIONAL DEVELOPMENT WORKSHOPS – Teachers will be Receiving 4 workshops in music, theater and the visual arts. 12/1, 12/5-12/6, And 12/8/02. Workshops run 2 hours. 15 teachers, $100 per workshop.	Workshop	$100	4	$400
3.				
4.				

TOTAL COST $1,650

APPENDIX D

INVOICE FORM

On the following page is a suggested standard invoice form to be used when billing the Department of Education for services. This form contains the minimum information we require to process your invoice. The fields on the invoice form should match the fields on the corresponding Work Order form, Purchase Order, and Contract.

INVOICE FORM

VENDOR'S LETTERHEAD

Vendor's Invoice No.: ___________

Date of Invoice: ____________

TO: New York City Department of Education
(For address, see Box 3 of the Purchase Order)

NYCDOE Contract #	
NYCDOE Purchase Order #	
Service Dates	
Location of Service (School, District #, etc)	
Vendor Contact Name and Telephone Number	

ITEM DESCRIPTION	CONTRACT UNIT	CONTRACT UNIT PRICE	QUANTITY OF UNITS DELIVERED	AMOUNT
			INVOICE TOTAL:	

VENDOR'S AUTHORIZED REPRESENTATIVE, ___________________________________ (NAME AND TITLE), CERTIFIES THE ACCURACY OF THIS INVOICE TO THE NEW YORK CITY DEPARTMENT OF EDUCATION.

____
SIGNATURE AND DATE

RFP APPENDICES

A number of appendices that are referenced in this RFP are included as separate files attached to this RFP. These files must be downloaded from the NYCDOE vendor portal at: https://vendorportal.nycenet.edu/.

END OF DOCUMENT

THE DIVISION OF CONTRACTS AND PURCHASING