

NEW YORK STATE DEPARTMENT OF HEALTH

Request for Proposals

Wadsworth Center and the Spinal Cord Injury Research Board

RFP No. 0905050512

**NEW YORK STATE
SPINAL CORD INJURY RESEARCH
SYMPOSIA COORDINATION**

Schedule of Key Events

Release Date	11/16/2009
Letter of Interest Due (optional)	12/04/2009 by 2:00 p.m.
Written Questions Due	12/09/2009 by 2:00 p.m.
Response to Written Questions Posted	01/05/2010
Proposal Due Date	01/20/2010 by 2:00 p.m.
Anticipated Contract Start Date	08/01/2010

This RFP, questions and answers, as well as any updates and modifications may be downloaded at <http://www.nyhealth.gov/funding/>

Contacts Pursuant to State Finance Law § 139-j and 139-k

DESIGNATED CONTACT:

Pursuant to State Finance Law §§ 139-j and 139-k, the Department of Health identifies the following designated contact to whom all communications attempting to influence this procurement must be made:

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PERMISSIBLE SUBJECT MATTER CONTACTS:

Pursuant to State Finance Law § 139-j(3)(a), the Department of Health also identifies the following allowable contact for communications related to the following subjects: RFP Release Date, Submission of written proposals or bids, Submission of No-Bid Form, Submission of Written Questions, Participation in the Pre-Bid Conference, Debriefings, Negotiation of Contract Terms after Award:

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For further information regarding these statutory provisions, see the Lobbying Statute summary in Section D. 10 of this solicitation.

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A. BACKGROUND AND INTRODUCTION

More than 600 New York residents suffer a traumatic spinal cord injury (SCI) each year, joining the many thousands of New Yorkers who are living with paralysis and other effects of SCI. The personal and economic costs to these persons, their families and to society are immense. Findings released in April 2009 of a large national survey conducted by the University of New Mexico indicate that the number of people living with SCI is five times higher than was previously estimated. This translates to an estimated 80,000 New York residents living with SCI.

In 1998, legislation was enacted to create the New York State Spinal Cord Injury Research Board (SCIRB) and to allocate funding to the Spinal Cord Injury Research Trust Fund. The SCIRB is mandated to solicit and review applications and administer research contracts focused on cures of SCI and SCI-induced paralysis. The SCIRB's mission is to stimulate high-quality, innovative SCI research that will help promote treatment and cure for spinal cord injury, including methods for reversing paralysis or restoring function caused by injury, or for minimizing or preventing damage occurring during acute phases of injury. To achieve this mission, the SCIRB supports a program of grant awards designed to assist New York State scientists from a variety of biomedical disciplines in initiating and pursuing creative SCI-related research. More information about the SCIRB can be found at: <http://www.wadsworth.org/extramural/spinalcord.htm>.

Scientific progress relies on regular communications among researchers who share new data, hypotheses, techniques and technologies. Scientific conferences and workshops are essential tools to promote communications and help to stimulate collaboration among scientists.

A New York State SCIRB Symposium was held in 2008, titled *From the Bench to the Bedside: The Latest Discoveries in SCI Research*. Several hundred scientists and clinicians attended this symposium, many of whom receive SCIRB funding. Featured were 20 speakers, panel discussions, several poster sessions and a community forum and strategy session. Attendees learned about advances in basic research, translational research and clinical research, as well as rehabilitation and new devices for SCI.

On behalf of the SCIRB, the New York State Department of Health seeks proposals from qualified organizations to organize, coordinate planning and oversee all aspects of spinal cord injury research program symposia to be held in 2011, 2013 and 2015. The goals of the symposia will be to: promote communication, collaboration and synergy within the international spinal cord injury (SCI) research community through seminars, workshops, poster sessions, plenary sessions and other conference activities designed to elucidate advancements in the field of SCI science; create an opportunity for New York State SCI researchers to showcase their achievements; and engage the public in dialogue regarding SCI research. Specific program goals will be determined by the Program Planning Committee appointed for each meeting.

B. DETAILED SPECIFICATIONS

1. Eligibility

Any fiscally and legally responsible entity with demonstrated expertise in event planning for scientific meetings/conferences is encouraged to bid. The bidder must be a recognized legal entity (e.g., LLC or Inc.) rather than unincorporated individuals. Bidders should have experience in all aspects of event planning including but not limited to: arrangements for travel and lodging, meals/catering, event registration, event management and staffing, production of printed and electronic meeting materials and audio/visual support. Bidders should also demonstrate experience working with volunteer program planning committees, recruiting scientific/clinical and other speakers, reviewing scientific abstracts for the purpose of selecting presenters, engaging and coordinating media coverage (in conjunction with the Department of Health's Public Affairs Group), organizing and planning public forum events, and obtaining corporate sponsorship and other funds.

Preference will be given to entities with relevant New York State experience.

Partial bids for portions of the scope of work will not be accepted.

2. Overall Symposium Coordination Activities

In 2011, 2013 and 2015, SCIRB expects to convene a two and one half day scientific symposium in New York State for approximately 400 international participants involved in all aspects of SCI scientific research. A volunteer Program Planning Committee comprised of leading scientists and SCIRB program staff will be established to plan each event.

The program for each symposium will include activities and topics deemed appropriate by the Program Planning Committee and SCIRB staff. The following are anticipated to be components of the program and each should be addressed in the proposal:

- keynote and plenary speakers;
- concurrent workshops and seminar presentations;
- poster sessions;
- social gatherings and meals to foster participant networking; and
- public engagement activities.

In addition, it is likely that a meeting of the SCIRB will be held in conjunction with each symposium. The contractor will need to secure a venue that is suited to the requirements of the full board meeting, subject to the Open Meetings Law and webcasting requirements of Executive Order #3.

Further, the contractor will be expected to engage and coordinate appropriate media coverage and corporate sponsorships, as well as write grant applications to secure other available funding for each symposium.

3. Scope of Work

The contractor will coordinate three research symposia to be held in 2011, 2013 and 2015. Services will include:

Program Planning Committee and SCIRB Staff Interactions:

The contractor will be required to work with a Program Planning Committee and SCIRB program staff on all aspects of each symposium. The Program Planning Committee is expected to include up to eight individuals. Committee members may change for each biennial event. A SCIRB program staff person will be designated as the primary contact for the contractor, to be included in all planning activities and who will communicate final approval of all plans and acceptance of deliverables under the contract.

The Planning Committee and SCIRB program staff will identify specific events and subject areas to be included in each symposium. The contractor will facilitate periodic meetings and/or teleconferences as necessary (at least quarterly) with the Program Planning Committee to discuss the details for each symposium and to ensure that objectives are met. The arrangements and costs for all meetings or teleconferences will be the responsibility of the contractor. It is anticipated that careful planning activities will begin well in advance of the scheduled events, minimizing the amount of “down time” for the contractor during the contract period.

Registration Processes:

The contractor will establish and administer a system for the pre-registration, registration and collection of payment for symposium participants. This system must be accessible to all possible participants. SCIRB awardees under contract will be expected to attend and others may register as space allows. If on-line registration is used, the contractor must provide the technical support for the system and also be able to accommodate paper, mail-in and on-site registrations. The on-site registration and check-in process will include distribution of carrying bags (see Promotional Materials, below) that contain: the final program; compilation of abstracts for posters and presentations; venue and logistics information and maps; instructions for speakers and poster presenters; name tags, meal tickets and other appropriate identifiers; a list of registrant names, affiliations and basic contact information; and other programmatic and logistical information.

In addition, registration services will be extended to attendees of the public engagement sessions. Such sessions may include a nominal participation fee for food/refreshments.

Scholarships:

The contractor will manage a process by which to solicit, review and approve scholarships to allow fully or partially reduced registration fees, as determined by the Program Planning Committee in conjunction with the contractor and approved by SCIRB program staff.

Promotional Materials:

The contractor will design, produce and distribute promotional materials (e.g., save-the-date notices, program descriptions) to a target audience of interested parties. The contractor will, with the assistance of SCIRB program staff, develop comprehensive distribution/ mailing lists for these purposes in electronic format, which will become the property of the Department at the close of the contract. For registrants, the contractor will produce a reasonably priced carrying bag that advertises the SCIRB symposium. Appropriate co-sponsor-contributed items may also be included in this carrying bag.

Dates and Locations:

The two and a half day symposium is likely to be held in the spring of every other year beginning in 2011. The location may vary over the contract period but each symposium will be held in a New York State location that has reasonable travel access and accommodations to support the required activities and participants.

Travel:

The contractor will arrange and pay for travel for speakers and Program Planning Committee members. New York State mileage and meal reimbursement rates will apply. Other participants will be expected to arrange and pay for their own travel. If the location is more than 10 miles from major transportation hubs, the contractor will be responsible for coordinating and negotiating reasonable costs for travel to and from the major transportation hubs for the benefit of speakers, board members, staff and participants (e.g., shuttle services). Travel expenses for SCIRB members and program staff will be managed separately by SCIRB.

Lodging:

The contractor will make arrangements with lodging facilities (preferably no more than two) within immediate proximity to the symposium location that will offer rooms to attendees at a contractor-negotiated discounted rate. A block of rooms will be held at the discounted rate throughout the pre-registration period. Each room will contain a king size bed or two double or queen-size beds and be handicapped accessible. At least two percent of the block of rooms should be able to accommodate persons with moderate to severe disabilities (e.g., hearing and sight impairments and mobility impairments including paraplegia and quadriplegia). The contractor will arrange and pay for rooms for speakers and Program Planning Committee members. Other participants will be expected to arrange and pay for their own lodging. Lodging expenses for SCIRB members and program staff will be managed separately by SCIRB.

Venue:

The contractor will secure a handicapped-accessible venue at a reasonable cost that will provide enough general auditorium/plenary/keynote session space to comfortably accommodate the projected number of attendees (approximately 400). The venue will be able to accommodate up to eight concurrent activities of varying sizes, plus poster sessions and vendor display booths. Poster session space will be adequate to house up to 175 posters and facilitate interaction between poster presenters and conference attendees. The venue will provide a ready room for speakers.

The venue will have sufficient available bandwidth to support the requirements for webcasting board meetings and selected symposium segments in compliance with the Open Meetings Law and Executive Order #3 (see Attachment 14).

The venue will also be able to accommodate breakfast, lunch and evening social gatherings for participants. The contractor will ensure that the venue can accommodate a short-term influx of participants to public participation/engagement activities included in the program (e.g., public hearing, board meeting and active public engagement sessions).

Audio/Visual/Technical Support:

The contractor will ensure the provision of adequate audio/visual equipment to support concurrent speaker presentations, panel discussions, interactive workshops and poster sessions. This includes, but is not limited to: quality sound systems including lavalier, mobile, or fixed microphones; and LCD projectors, pointers, laptops and projection screens. Flip charts and/or white boards and markers will also be available in each location. The contractor will ensure the provision of appropriate and sufficient technical support staff to operate and troubleshoot audio/visual equipment throughout each symposium.

Speakers:

Each symposium will include renowned speakers selected by the Program Planning Committee. The contractor will be required to solicit, engage via formal paid contractual arrangement/honoraria and coordinate and pay the travel and lodging costs for these individuals who will provide workshops, plenary sessions and keynote addresses during each symposium. In addition, speakers will not be charged registration fees.

Poster sessions:

SCIRB awardees under contract will be required to present posters or other presentations of their SCIRB-funded research. The contractor will ensure that the venue includes sufficient space for posters to be displayed throughout the course of each symposium in an area of the venue that is easily accessible to attendees.

In advance of each symposium, the contractor will create and manage an abstract submission process that will allow the Program Planning Committee to review and approve posters describing a full spectrum of SCIRB-funded projects. Topic-specific abstracts may also be solicited from the SCI research community at large. A compilation of poster abstracts will be prepared by the contractor in advance of each symposium and provided to attendees on-site.

Concurrent topical sessions:

Specific topics and scientific seminars will be presented by experts to advance the knowledge of attendees in those topic areas. Some of the concurrent sessions will be offered more than once during each symposium. Each session may be 1.5 – 2 hours in length.

Workshops:

In-depth exploration of up to two specific topics may be convened during each symposium. These half-day workshops will be conducted in an interactive environment to advance the knowledge of attendees. They will be offered during times that allow maximum attendance at these and other scheduled program activities.

Public Engagement:

The program agenda will include a public outreach activity designed to increase awareness, interest and understanding of SCI science and its implications using an interactive dialogue approach. The contractor will plan, develop materials for, implement and evaluate each public engagement session. Public engagement activities are likely to result in the production of information/education materials (in the form of a pamphlet, DVD or web-based material which will become the property of the Department) to be posted to the SCIRB website following the event. The contractor will facilitate development of these materials.

Provision of Food and Refreshments:

The contractor will ensure that the program will include, and the venue will accommodate, one seated breakfast, two continental breakfasts, two seated lunches, three morning and two afternoon refreshment breaks, one dinner and one early evening social gathering. Each of these events will be designed to facilitate communication, networking and collaboration building in a non-structured environment.

Record of Proceedings:

The contractor will develop, produce and distribute a formal record of the scientific proceedings/annals of each symposium. The printed and bound publication will include the full program agenda and session descriptions, poster abstracts, presentation abstracts, summaries of keynote sessions, plenary sessions and public engagement activities. It will be mailed, free of charge, to all registrants, speakers, Planning Committee members and SCIRB members within two months of the close

of the symposium. An electronic version of the proceedings will be provided to SCIRB and become the property of the Department in a portable document format (.pdf) and/or interactive media format for posting on the SCIRB website.

Income:

The contractor will record and maintain all income in a dedicated account. The contractor will determine a reasonable registration fee. Registration fees and other income collected will be used to offset the overall expenses of each symposium. The contractor is also expected to solicit additional financial support for the conference, including but not limited to, collecting vendor display fees, securing corporate sponsorship and securing conference grants from commercial, private or federal sources.

4. Specific Requirements

The selected contractor is expected to assume full costs and responsibilities for the services offered in the proposal for the duration of the contract. Any subcontractors must be approved by SCIRB program staff; however, the contractor is responsible for ensuring that all deliverables are completed to the satisfaction of SCIRB program staff.

a. Staffing

The selected organization and its staff will be skilled and experienced in the development, coordination and staffing of scientific meetings and will have experience with the development, implementation and evaluation of public engagement activities. Staff assigned to this contract will have experience in working with volunteer members of program planning committees; solicitation, review and selection of scientific abstracts and scientific presenters; registration; program and promotional material development and distribution; database development, management and reporting; financial and progress reporting; proceedings report writing; and all other aspects of scientific meeting planning, coordination and management. Staff will also have experience in providing/conducting a range of services related to the implementation and evaluation of a public forum. The organization will identify and designate a single experienced staff member as overall manager of this project who will dedicate as much time on this project as needed to ensure its successful completion. The contractor will have access to a sufficient number of skilled staff with expertise in each area required to fulfill the requirements and terms of the contract.

- i. Qualifications and Experience – Include a description of the organization’s overall professional experience and details regarding specific experience that demonstrates ability to successfully complete the Scope of Work outlined in this Request for Proposals.

- ii. Qualifications of Staff – Identify the staff that will provide the services required, including the number of years and type of experience for each individual. The individual assigned primary responsibility for the oversight and management of the SCIRB contract should have a minimum of three years of professional experience in the areas of expertise outlined above.
- iii. Guarantee of Services – The selected contractor will ensure that the quality and availability of its staff assigned to fulfill the SCIRB contract will be maintained over the term of the contract. Any change in the project leader responsible for the overall management of the project must have the prior approval of SCIRB program staff. Other changes in staff assignment are at the discretion of the organization, provided that personnel replacements have substantially comparable or better qualifications and experience than original personnel.

b. Reporting and Reimbursement

The contractor will provide quarterly progress reports of completed work as well as draft materials and updates, including recommendations, decision points and the proposed timeline for activities in the upcoming quarter.

Vouchers will not be authorized for payment until the New York State Department of Health (the Department) receives and approves each report and the deliverables associated with the corresponding quarter. Vouchers will be submitted in accordance with the terms of the contract, using the forms and formats required by SCIRB.

The contractor will be reimbursed for actual approved expenditures and for coordination services in accordance with the contract. It is expected that a large portion of the actual expenses related to each biennial symposium will be offset by registration and other income generated by the contractor.

C. PROPOSAL REQUIREMENTS

1. Technical Proposal Format

The proposal should be submitted using the format, headings and contents outlined below. Elaborate brochures, reproduced copies, or printouts of standard manuals or sales literature may not be substituted for the required proposal narratives and responses, but may be included in appendix material as a sample to further exemplify the narrative and response (i.e., responses such as “see appendix” are not sufficient). Appendix material will be considered in the evaluation of the Technical Proposal. Information submitted should be specific as to approach, services to be provided, qualifications of bidders and/or staff and any other items

being included.

Information submitted to the Department is subject to the Freedom of Information Law (FOIL) (New York State Public Officers' Law, Article 6, Sections 84 to 90).

To the extent permitted by law, a proposal will not be disclosed, except for purposes of evaluation, prior to approval by the Office of the State Comptroller of the resulting contract. All material submitted becomes the property of the Department and may be returned at the Department's discretion. Submitted proposals may be reviewed and evaluated by any person, other than one associated with a competing bidder, designated by the Department. Any information supplied by a bidder, which is believed to be exempt from disclosure under FOIL, will be clearly marked and identified as such upon submission by the bidder. Marking the information as "confidential" or "proprietary" on its face or in the document header or footer shall not be sufficient without specific explanation of the basis for the claim of exemption from disclosure. Acceptance of the claimed materials by the Department does not constitute a determination on the exemption request. A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL in accordance with statutory procedure.

Cover Page

Attachment 1 must be completed and signed by an official authorized to bind and speak on behalf of the organization.

Bidder Experience

Bidders will meet minimum qualifications described in Section B.1., Eligibility. Provide a brief description of the organization's background and relevant experience in developing, coordinating and managing scientific meetings. This description should highlight any experience with biomedical research meetings. To substantiate the bidder's experience, the bidder must also provide a list of all relevant clients for which services have been provided in the past 10 years. This list must include references from three separate clients. For each reference, provide the name of the sponsoring agency, a contact name and professional title, address and telephone number. Also provide the name of the meeting/conference, a brief description of the scope of the services provided, number of meeting participants, estimated budget, reports produced and other relevant information.

Bidder Qualifications and Staffing

The bidder will demonstrate that it has the knowledge, skills, abilities, capacity and experience to implement the proposed project activities as described in Section B., Detailed Specifications. Provide a brief summary of the background, qualifications and staffing plan of the bidder's organization and principals. Include the name and relevant qualifications, experience and accomplishments of the individual designated by the bidder as the lead staff person to oversee and manage the contract and ensure that all project needs and requirements are met. Provide actual or typical job

descriptions for other identified positions. Describe the staffing and infrastructure to support project management, registration activities, abstract review and selection, public engagement, fiscal management, report production and other required activities. Appendix material should include a copy of the lead staff person's curriculum vitae and the resumes of other staff that will be assigned to this project.

Approach

Provide a detailed Work Plan to fulfill the Scope of Work as described in Section B. Include a timeline of specific tasks, activities and related operations to be used in accomplishing the activities described in Section B., Detailed Specifications. Use the assumptions set forth in the RFP and the table below to present the approach the bidder would use to coordinate one biennial event. Provide the rationale for the proposed approach, explaining relevant issues. Identify the amount and source(s) of funds anticipated to be raised by the bidder to support this event. Also estimate the total amount of directly reimbursable expenses that would be incurred for this event. Do not assume event planning or scientific knowledge on behalf of the bid reviewers. Describe previous experience in implementing the approach described and provide evidence of the organization's ability to successfully accomplish the tasks for this event.

Key Assumptions for a Proposal for One Event

Expected Dates	Spring 2011
Length of each symposium	2.5 days
Location	New York City
Registration fee	\$500
Attendees	400 (325 paying registration fee; see below)
Exemptions from registration fees (includes 25 speakers, 8 Program Planning Committee members and 22 Board members)	55
Scholarship applications	300 apps/20 full registrations
Keynote speakers	1 international
Plenary speakers	2 national
Workshop presenters	<ul style="list-style-type: none"> • 3 national • 3 international
Other speakers/presenters	16 national
Save the Date notification list	5,000
Posters displayed	175
Additional public engagement participants	100
Teleconferences	6
Block of lodging rooms	2% of block for moderate to severe disabilities
Concurrent activity rooms	8

Speaker ready rooms	1
Vendors	20
Abstracts submitted for consideration for poster or presentation	400
Concurrent sessions	<ul style="list-style-type: none"> • 1.5 – 2 hrs each • 15% repeated
Half-day Workshops	2
Meals, Food and Refreshments	<ul style="list-style-type: none"> • 1 seated breakfast • 2 continental breakfasts • 2 seated lunches • 3 morning breaks • 2 afternoon breaks • 1 dinner • 1 evening social

These assumptions are being used for the purpose of evaluating the technical proposal only. These assumptions cannot be changed. The Department cannot guarantee the size or location of each event at this time.

2. Cost Proposal

The Cost Proposal is comprised of the following forms:

Cover Page

Attachment 2 must be completed and signed by an official authorized to negotiate a contract on behalf of the organization.

Bid Form

Attachment 4 must be completed.

Cost Proposal Form

Bid costs presented in Attachment 3 must be predicated upon and correspond to the Scope of Work described in this RFP. Annual costs should be presented as eligible total costs expected to be incurred in each of the five years of the expected contract. Projected income from registrations, sponsorships and other sources and projected directly reimbursable expenses should be reflected on the final page of the form.

The State of New York will not be held liable for any cost incurred by the bidder for work performed in the preparation and production of a proposal.

Bid prices shall include all ancillary costs, such as printing, secretarial, data entry, travel costs and inflationary calculations for salaries.

3. Method of Award

Pass/Fail Assessment

All proposals will be reviewed by SCIRB program staff to ensure that minimum criteria are met. Proposals that do not meet the following minimum criteria will not be forwarded to the review panel for evaluation and rating:

- proposal packages must be received at the address stated in Section D.3. by the date and time specified on the cover page of the RFP
- bidder must be a recognized legal entity (e.g., LLC or Inc.) rather than unincorporated individual(s)
- Technical Proposals must contain a listing of all relevant clients in the past 10 years - with references and contact information for three separate clients
- Cost Proposals must contain a completed and signed Cost Proposal Cover Sheet (Attachment 2)
- Cost Proposals must contain a completed Cost Proposal Form (Attachment 3)
- Cost Proposals must be properly labeled and sealed and include completed and signed Bid Form (Attachment 4)

Evaluation Process

The Department of Health will conduct a comprehensive, fair and impartial evaluation of each proposal in response to this RFP according to Department rules. SCIRB program staff will supervise the review and scoring of all proposals. SCIRB program staff will notify all bidders in writing when it makes its final selection.

The basis of the award will be the highest composite Technical Evaluation and Cost Evaluation score. Separate teams of staff will evaluate the Technical and Cost Proposals.

The evaluation of proposals will determine which services provide the "Best Value" to the State. Under NYS Procurement Guidelines, "Best Value" is the basis for awarding all service contracts, which optimize quality, cost and efficiency among responsive and responsible offers.

Upon determination of the "Best Value" proposal, the Department will develop a binding contract with the selected bidder to provide the services. In the case of failure to execute a contract with the selected bidder, SCIRB may pursue a contract for the services proposed by the next best-rated bidder. SCIRB program staff will administer any contract that is executed between the Contractor and the State.

At the discretion of the Department of Health, all bids may be rejected in whole or in part. The evaluation of the bids will include the following considerations:

Proposal Scoring and Merit Review Criteria

Proposals that "pass" the Pass/Fail Assessment described above will be reviewed by

a panel consisting of Department staff. Those proposals will be scored as described below. The proposal with the highest combined score after the normalization formula has been applied (Best Value) will be awarded. Ties will be broken by selection of the bidder with the lowest cost. The State reserves the right to award all or parts of a proposed scope of work or to not award any contract, at its discretion. The State may award a contract to a bidder if only one proposal is received.

TECHNICAL PROPOSAL COMPONENT SCORING – 75% weight

Bidder's Experience

To what extent does the bidder have relevant experience providing high quality conference planning and coordination services of a similar size and scope for biomedical research organizations in New York State? To what extent does the bidder's experience demonstrate the expertise and ability to*:

- a. work effectively with a volunteer program planning committee and solicit high-quality speakers on behalf of the sponsoring organization?
- b. plan, coordinate and manage scientific meetings, including the related aspects of abstract review and selection, securing media coverage, providing audio/visual and technical support and quality on-site services during the meeting, public engagement activities and developing a written record of proceedings?
- c. negotiate and secure appropriate venues, lodging and transportation in New York State?
- d. produce high quality promotional and printed materials?
- e. manage registration procedures and related fiscal matters, including the ability to accurately estimate costs and income and to secure additional income from vendors, sponsors and other funders?

**Note: 80% of the score for this section will be obtained by contacting references from the client list provided by the bidder.*

Bidder's Qualifications and Staffing

To what extent does the staffing plan for this proposal:

- a. identify a lead staff person with the necessary professional experience in the required areas to carry out the activities outlined in this RFP?

- b. have adequate staff with the appropriate skills, abilities and experience to implement the proposed activities including work with the program planning committee, abstract review and selection, negotiations with vendors and sponsors, program development, public engagement activities, manage on-site services and fiscal management?
- c. identify appropriate information technology, data management, financial management and publication production support to carry out the proposed activities?

Approach

- 1) To what extent does the Work Plan submitted:
 - a. provide sufficient detail of the approach and outline appropriate activities and tasks to ensure completion of the required deliverables outlined in the RFP?
 - b. provide evidence of adequate resources devoted to achieving the outlined tasks in a timely and efficient manner?
 - c. use the requisite assumptions?
- 2) To what extent does the overall approach by the bidder allow flexibility to deal with potential problems that may arise during the course of the contract period?

COST PROPOSAL COMPONENT SCORING– 25% weight

Scoring of Cost Proposal Form (Attachment 3) total five year cost and total bid price.

D. ADMINISTRATIVE INFORMATION

1. Issuing Agency

This Request for Proposals (RFP) is a solicitation issued by the NYS Department of Health. The Department is responsible for the requirements specified herein and for the evaluation of all proposals.

2. Inquiries

Any questions concerning this solicitation must be directed in writing or via e-mail to:

Mary Ryther
NYS Department of Health
Wadsworth Center, Room D-350
Extramural Grants Administration
Empire State Plaza
Post Office Box 509
Albany, New York 12201-0509
scirb@wadsworth.org

Questions and answers, as well as any RFP updates and/or modifications, will be posted on the Department of Health's website at <http://www.nyhealth.gov/funding/> by 01/05/2010. Bidders wishing to receive these documents via mail must send a request, in writing, to the Department at the address above.

3. Submission of Proposals

Interested vendors should submit one (1) original and three (3) signed copies of the complete bid package (Technical Proposal with appended material and Cost Proposal) in one package. No cost information should be provided in the Technical Proposal. Responses to this solicitation should be clearly marked "Spinal Cord Injury Research Symposia Coordination Proposal" and directed to:

Regular Mail (U.S. Postal Service)

New York State Department of Health
Wadsworth Center Room D-350
Extramural Grants Administration
Empire State Plaza
PO Box 509
Albany, NY 12201-0509
Attention: Mary Thatcher

Express/Courier Mail Services (Non-U.S. Postal Service)

New York State Department of Health
Wadsworth Center, Room D-350
Extramural Grants Administration
Empire State Plaza
Dock J, P-1 Level
Albany, NY 12237
Attention: Mary Thatcher

Inside the single mailing package, the original and three copies of the Cost Proposal portion of the bid package must be in a separately sealed envelope clearly marked "SCIRB Research Symposia– Cost Proposal," with the bidder's legal name and

contact information clearly indicated on the envelope containing the Cost Proposal.

It is the bidders' responsibility to see that a complete bid package is delivered to Room D-350 prior to the date and time of the bid due date. Late bids due to delay by the carrier or not received in the Department's mailroom by 2:00pm will not be considered.

1. The Bid Form must be filled out in its entirety.
2. The responsible corporate officer for contract negotiation must be listed. This document must be signed by the responsible corporate officer.
3. All evidence and documentation requested under Section C., Proposal Requirements must be provided at the time the proposal is submitted.

4. The Department of Health Reserves the Right to

- a. Reject any or all proposals received in response to this RFP.
- b. Waive or modify minor irregularities in proposals received after prior notification to the bidder.
- c. Adjust or correct cost or cost figures with the concurrence of the bidder if errors exist and can be documented to the satisfaction of DOH and the State Comptroller.
- d. Negotiate with vendors responding to this RFP within the requirements to serve the best interests of the State.
- e. Eliminate mandatory requirements unmet by all offerers.
- f. If the Department of Health is unsuccessful in negotiating a contract with the selected vendor within an acceptable time frame, the Department of Health may begin contract negotiations with the next qualified vendor(s) in order to serve and realize the best interests of the State.

5. Payment

If awarded a contract, the contractor shall submit invoices to the State's designated payment office:

NYS Department of Health
Wadsworth Center, Room D-350
Extramural Grants Administration
Empire State Plaza
PO Box 509
Albany, NY 12201-0509

Payment of such invoices by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law. Quarterly payment will be made for actual services delivered and upon acceptance of related progress reports and deliverable products. Final payment will be made upon acceptance of the final report.

6. Term of Contract

This agreement shall be effective upon approval of the NYS Office of the State Comptroller for a contract period of five years, projected to commence on 08/01/10 and end on 07/31/15.

This agreement may be canceled at any time by the Department of Health giving to the contractor not less than thirty (30) days written notice that on or after a date therein specified this agreement shall be deemed terminated and canceled.

7. Debriefing

Once an award has been made, bidders may request a debriefing of their proposal. Please note the debriefing will be limited only to the strengths and weaknesses of the bidder's proposal, and will not include any discussion of other proposals. Requests must be received no later than three months from date of award announcement.

8. Vendor Responsibility Questionnaire

New York State Procurement Law requires that state agencies award contracts only to responsible vendors. Vendors are strongly encouraged to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at <http://www.osc.state.ny.us/vendrep> or go directly to the VendRep system online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website <http://www.osc.state.ny.us/vendrep> or may contact the Department of Health or the Office of the State Comptroller for a copy of the paper form. Bidders must also complete and submit the Vendor Responsibility Attestation (Attachment 9).

9. State Consultant Services Reporting

Chapter 10 of the Laws of 2006 amended certain sections of State Finance Law and Civil Service Law to require disclosure of information regarding contracts for consulting services in New York State.

The winning bidders for procurements involving consultant services must complete a "State Consultant Services Form A, Contractor's Planned Employment From Contract Start Date through End of Contract Term" in order to be eligible for a contract (Attachment 10).

Winning bidders must also agree to complete a "State Consultant Services Form B, Contractor's Biennial Employment Report" for each state fiscal year included in the resulting contract. This report must be submitted biennially to the Department of Health, the Office of the State Comptroller, and Department of Civil Service (Attachment 11).

NOTE: Do not include Attachments 10 and 11 with your proposal. These documents will be requested as a part of the contracting process should you receive an award.

10. Lobbying Statute

Chapter 1 of the Laws of 2005, as amended by Chapter 596 of the Laws of 2005, provides, among other things, the following as pertains to development of procurement contracts with governmental entities:

- a. makes the lobbying law applicable to attempts to influence procurement contracts once the procurement process has been commenced by a state agency, unified court system, state legislature, public authority, certain industrial development agencies and local benefit corporations;
- b. requires the above mentioned governmental entities to record all contacts made by lobbyists and contractors about a governmental procurement so that the public knows who is contacting governmental entities about procurements;
- c. requires governmental entities to designate persons who generally may be the only staff contacted relative to the governmental procurement by that entity in a restricted period;
- d. authorizes the New York State Commission on Public Integrity to impose fines and penalties against persons/organizations engaging in impermissible contacts about a governmental procurement and provides for the debarment of repeat violators;

- e. directs the Office of General Services to disclose and maintain a list of non-responsible bidders pursuant to this new law and those who have been debarred and publish such list on its website;
- f. requires the timely disclosure of accurate and complete information from offerers with respect to determinations of non-responsibility and debarment;
- g. expands the definition of lobbying to include attempts to influence gubernatorial or local Executive Orders, Tribal–State Agreements, and procurement contracts;
- h. modifies the governance of the New York State Commission on Public Integrity
- i. provides that opinions of the Commission shall be binding only on the person to whom such opinion is rendered;
- j. increases the monetary threshold which triggers a lobbyist's obligations under the Lobbying Act from \$2,000 to \$5,000; and
- k. establishes the Advisory Council on Procurement Lobbying.

Generally speaking, two related aspects of procurements were amended:

(i) activities by the business and lobbying community seeking procurement contracts (through amendments to the Legislative Law) and (ii) activities involving governmental agencies establishing procurement contracts (through amendments to the State Finance Law).

Additionally, a new section 1-t was added to the Legislative Law establishing an Advisory Council on Procurement Lobbying (Advisory Council). This Advisory Council is authorized to establish the following model guidelines regarding the restrictions on contacts during the procurement process for use by governmental entities (see Legislative Law §1-t (e) and State Finance Law §139-j). In an effort to facilitate compliance by governmental entities, the Advisory Council has prepared model forms and language that can be used to meet the obligations imposed by State Finance Law §139-k, Disclosure of Contacts and Responsibility of Offerers. Sections 139-j and 139-k are collectively referred to as “new State Finance Law.”

It should be noted that while this Advisory Council is charged with the responsibility of providing advice to the New York State Commission on Public Integrity regarding procurement lobbying, the Commission retains full responsibility for the interpretation, administration and enforcement of the Lobbying Act established by Article 1-A of the Legislative Law (see Legislative Law §1-t (c) and §1-d). Accordingly, questions regarding the registration and operation of the Lobbying Act should be directed to the New York State Commission on Public Integrity.

11. Accessibility of State Agency Web-based Intranet and Internet Information and Applications

Any web-based intranet and internet information and applications development, or programming delivered pursuant to the contract or procurement will comply with New York State Enterprise IT Policy NYS-P08-005, "Accessibility Web-based Information and Applications", and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that state agency web-based intranet and internet information and applications are accessible to persons with disabilities. Web content must conform to New York State Enterprise IT Standard NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing will be conducted by Department of Health, contractor or other, and the results of such testing must be satisfactory to the Department of Health before web content will be considered a qualified deliverable under the contract or procurement.

12. Information Security Breach and Notification Act

Section 208 of the State Technology Law (STL) and Section 899-aa of the General Business Law (GBL) require that State entities and persons or businesses conducting business in New York who own or license computerized data which includes private information including an individual's unencrypted personal information plus one or more of the following: social security number, driver's license number or non-driver ID, account number, credit or debit card number plus security code, access code or password which permits access to an individual's financial account, must disclose to a New York resident when their private information was, or is reasonably believed to have been, acquired by a person without valid authorization. Notification of breach of that private information to all individuals affected or potentially affected must occur in the most expedient time possible without unreasonable delay, after measures are taken to determine the scope of the breach and to restore integrity; provided, however, that notification may be delayed if law enforcement determines that expedient notification would impede a criminal investigation. When notification is necessary, the State entity or person or business conducting business in New York must also notify the following New York State agencies: the Attorney General, the Office of Cyber Security & Critical Infrastructure Coordination (CSCIC) and the Consumer Protection Board (CPB). Information relative to the law and the notification process is available at: <http://www.cscic.state.ny.us/security/securitybreach/>

13. New York State Tax Law Section 5-a

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded state contracts for commodities, services and technology valued at more than \$100,000 to certify to the Department of Tax and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to contracts where the total amount of such contractors' sales

delivered into New York State are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

This law imposes upon certain contractors the obligation to certify whether or not the contractor, its affiliates, and its subcontractors are required to register to collect state sales and compensating use tax and contractors must certify to DTF that each affiliate and subcontractor exceeding such sales threshold is registered with DTF to collect New York State and local sales and compensating use taxes. The law prohibits the State Comptroller, or other approving agencies, from approving a contract awarded to an offerer meeting the registration requirements but who is not so registered in accordance with the law.

Contractor must complete and submit directly to the New York State Taxation and Finance, Contractor Certification Form ST-220-TD attached hereto. Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the contractor, its affiliate(s), or its subcontractor(s), a new form (ST-220-TD) must be filed with DTF (Attachment 12).

Contractor must complete and submit to the Department of Health the form ST-220-CA attached hereto, certifying that the contractor filed the ST-220-TD with DTF (Attachment 13). Failure to make either of these filings may render an offerer non-responsive and non-responsible. Offerers shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

14. Piggybacking

New York State Finance Law section 163(10)(e) (see also <http://www.ogs.state.ny.us/procurecounc/pgbguidelines.asp>) allows the Commissioner of the NYS Office of General Services to consent to the use of this contract by other New York State Agencies, and other authorized purchasers, subject to conditions and the Contractor's consent.

15. M/WBE Utilization Plan for Subcontracting and Purchasing

The Department of Health (DOH) encourages the use of Minority and/or Women Owned Business Enterprises (M/WBE's) for any subcontracting or purchasing related to this contract. Bidders who are not currently a New York State certified M/WBE must define the portion of all consumable products and personnel required for this proposal that will be sourced from a M/WBE. The amount must be stated in total dollars and as a percent of the total cost necessary to fulfill the RFP

requirement. Supportive documentation must include a detail description of work that is required including products and services.

The goal for usage of M/WBE's is at least 10% of monies used for contract activities (Minority-owned – 5%; Women-owned – 5%). In order to assure a good-faith effort to attain this goal, the DOH requires that bidders complete the M/WBE Utilization Plan (Attachment 15) and submit this Plan with their bid documents.

Bidders that are New York State certified MBE's or WBE's are not required to complete this form. Instead, such bidders must simply provide evidence of their certified status.

Failure to submit the above referenced Plan (or evidence of certified M/WBE status) will result in disqualification of the vendor from consideration for award.

E. APPENDICES

The following will be incorporated as appendices into any contract resulting from this Request for Proposal. This Request for Proposal will, itself, be referenced as an appendix of the contract.

- APPENDIX A - Standard Clauses for All New York State Contracts
- APPENDIX B - Request for Proposal
- APPENDIX C - Proposal
The bidder's proposal (if selected for award), including any Bid Forms and all proposal requirements.
- APPENDIX D - General Specifications
- APPENDIX E
Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:
 - Workers' Compensation, for which one of the following is incorporated into this contract as **Appendix E-1**:
 - **CE-200**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

- **C-105.2** – Certificate of Workers’ Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
- **SI-12** – Certificate of Workers’ Compensation Self-Insurance, OR **GSI-105.2** – Certificate of Participation in Workers’ Compensation Group Self-Insurance.
- Disability Benefits coverage, for which one of the following is incorporated into this contract as **Appendix E-2**:
 - **CE-200**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers’ Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
 - **DB-120.1** – Certificate of Disability Benefits Insurance
 - **DB-155** – Certificate of Disability Benefits Self-Insurance
- Appendix H - Health Insurance Portability and Accountability Act (HIPAA) (if applicable)
- Appendix X – Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

F. ATTACHMENTS

1. Technical Proposal Cover Page
2. Cost Proposal Cover Page
3. Cost Proposal Form
4. Bid Form
5. No-Bid Form
6. Appendix A – Standard Clauses for All New York State Contracts
7. Appendix D – General Specifications
8. Proposal Checklist
9. Vendor Responsibility Attestation
10. State Consultant Services Form A, Contractor's Planned Employment From Contract Start Date through End of Contract Term
11. State Consultant Services Form B, Contractor's Biennial Employment Report
12. N.Y.S. Taxation and Finance Contractor Certification Form ST-220-TD
13. N.Y.S. Taxation and Finance Contractor Certification Form ST-220-CA
14. Executive Order #3 Technical Specifications
15. New York State Department of Health M/WBE Procurement Forms

**ATTACHMENT 1
TECHNICAL PROPOSAL
COVER PAGE**

RFP #: 0905050512

**Proposal for NEW YORK STATE SPINAL CORD INJURY
RESEARCH PROGRAM SYMPOSIA COORDINATION**

Bidder's Organization Name: _____

Bidder's Organization Address: _____

Federal Employer's Identification Number: _____

Original or Copy

Individual to Contact Regarding this Proposal:

Name: _____

Title: _____ Phone: _____

Organization Director:

Name: _____

Title: _____

I hereby certify that the information provided in the enclosed proposal is accurate to the best of my knowledge and that the proposal will remain valid for at least 90 days from the date of submission.

Authorized Official Name _____ Title: _____

Signature _____ Date _____

**ATTACHMENT 2
COST PROPOSAL
COVER PAGE**

RFP #: 0905050512

**Proposal for NEW YORK STATE SPINAL CORD INJURY
RESEARCH PROGRAM SYMPOSIA COORDINATION**

Bidder's Organization Name: _____

Bidder's Organization Address: _____

Federal Employer's Identification Number: _____

Original or Copy

Individual to Contact Regarding this Proposal:

Name: _____

Title: _____ Phone: _____

Organization Fiscal Officer authorized to negotiate contracts on behalf of the bidder:

Name: _____

Title: _____

I hereby certify that the information provided in the enclosed proposal is accurate to the best of my knowledge and that the proposal will remain valid for at least 90 days from the date of submission.

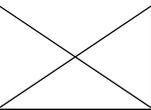
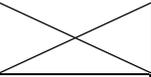
Authorized Official Name _____ Title: _____

Signature _____ Date _____

ATTACHMENT 3 COST PROPOSAL FORM

Bidder's Organization Name _____

Present costs for each activity and number/range. The lower range will be used to score the proposal. The higher range should not be added into Totals, and will be used only if the lower range is exceeded during the contract term. Grand Total Cost should equal the total bid price as shown on Attachment 4. Costs will be reimbursed as indicated under each Section Heading

I. Coordination Services (reimbursed based on range)		Number/ Range	Cost Year One	Cost Year Two	Cost Year Three	Cost Year Four	Cost Year Five	TOTAL COST FIVE YEARS
Speaker Engagement	A	1-30						\$
		31+						
Speaker and Planning Committee Honoraria, Travel and Lodging Arrangements	B	1-30						\$
		31+						
Abstract Submission, Review, Selection and Notification	C	1-450						\$
		451+						
Scholarship Application Review, Selection and Notification	D	1-325						\$
		326+						
Pre- and On-site Registration	E	1-450						\$
		451+						
Registration/fee collection for public engagement participants	F	1-100						\$
		101+						
Pre-meeting Coordination Services and Communications	G							\$
On-site Coordination and Support Services	H							\$
Total (I) (A+B+C+D+E+F+G+H)			\$	\$	\$	\$	\$	\$ <u>TOTAL I</u>

II. Promotional Materials Development (reimbursed based on set price)	Cost Year One	Cost Year Two	Cost Year Three	Cost Year Four	Cost Year Five	TOTAL COST FIVE YEARS
Scholarship Applications						\$
Save the Date Postcards						\$
Brochures – estimated eight panels on 9" x 17"						\$
Abstract Booklets – estimated 20 pages in length						\$
Programs and Registration Information – estimated 30 pages in length						\$
Public Engagement Materials – estimated 10 pages in length						\$
Carrying Bags						\$
On-Site Signage						\$
Proceedings/Annals – estimated 150 pages in length						\$
Total (II)	\$	\$	\$	\$	\$	\$ <u>TOTAL II</u>

III. Promotional Materials Printing and Distribution (reimbursed based on per unit cost)		Quantity	Per Unit Cost	x	Multi- plier	=	Cost Year One	Cost Year Two	Cost Year Three	Cost Year Four	Cost Year Five	TOTAL COST FIVE YEARS
Scholarship Applications	A	1-5,000		x	5,000	=						\$
		5,001+										
Save the Date Postcards	B	1-5,000		x	5,000	=						\$
		5,001+										
Brochures	C	1-5,000		x	5,000	=						\$
		5,001+										
Abstract Booklet	D	1-450		x	450	=						\$
		451+										
Programs and Registration Info.	E	1-450		x	450	=						\$
		451+										
Public Engagement Materials	F	1-150		x	150	=						\$
Carrying Bags	G	1-450		x	450	=						\$
		451+										
On-site Signage	H	1-15		x	15	=						\$
		16+										
Proceedings/ Annals	I	1-450		x	450	=						\$
		451+										
Total (III) (A+B+C+D+E+F+G+H+I)							\$	\$	\$	\$	\$	\$ <u>TOTAL III</u>
Total All Costs (TOTAL I + TOTAL II + TOTAL III)							\$	\$	\$	\$	\$	\$ <u>BID PRICE</u>

BID PRICE = GRAND TOTAL COST for Five Years (Five Events) = \$ _____

The information below will be used for the sole purpose of the offeror in planning each biennial event. This information will not be considered when scoring the proposal. It will, however, be used to project the total cost to the Department of each event and influence the total contract amount for the awarded bidder.

Based on previous experience, provide estimates for the following variable costs using the Key Assumptions for a Proposal for One Annual Event (see pages 11 - 12 of the RFP).

IV. Variable (Pass-through) Costs (reimbursed based on actual costs and paid in addition to bid price)	Cost Year One
Speaker and Planning Committee Travel and Lodging	
Speaker Honoraria	
Scholarship Awards	
Venue and Food/Refreshments	
Audio/Visual Equipment and Support	
Fund Raising	

V. Projected Income from Fund Raising (actual income from fund raising will reduce the cost to the Department dollar for dollar)	
---	--

1b. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No

Yes

1c. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility:

(Add additional pages as necessary)

2a. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No

Yes

2b. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding:

(Add additional pages as necessary)

C. Offerer/Bidder certifies that all information provided to the Department of Health with respect to State Finance Law §139-k is complete, true and accurate.

D. Offerer/Bidder agrees to provide the following documentation either *with their submitted bid/proposal or upon award* as indicated below:

With Bid	Upon Award	
<input type="checkbox"/>	<input type="checkbox"/>	1. A completed N.Y.S Taxation and Finance Contractor Certification Form ST-220-CA (for procurements greater than or equal to \$100,000)
<input type="checkbox"/>	<input type="checkbox"/>	2. A completed N.Y.S. Office of the State Comptroller Vendor Responsibility Questionnaire (for procurements greater than or equal to \$100,000)
<input type="checkbox"/>	<input type="checkbox"/>	3. A completed State Consultant Services Form A, Contractor's Planned Employment From Contract Start Date through End of Contract Term

(Officer Signature)

(Date)

(Officer Title)

(Telephone)

(e-mail Address)

**ATTACHMENT 5
No-Bid Form
NEW YORK STATE
DEPARTMENT OF HEALTH**

**PROCUREMENT TITLE: NEW YORK STATE SPINAL CORD INJURY RESEARCH
SYMPOSIUM COORDINATION FAU #0905050512**

Bidders choosing not to bid are requested to complete the portion of the form below:

- We do not provide the requested services. Please remove our firm from your mailing list

- We are unable to bid at this time because:

- Please retain our firm on your mailing list.

(Firm Name)

(Officer Signature) (Date)

(Officer Title) (Telephone)

(e-mail Address)

**FAILURE TO RESPOND TO BID INVITATIONS MAY RESULT IN YOUR FIRM BEING
REMOVED FROM OUR MAILING LIST FOR THIS SERVICE.**

ATTACHMENT 6 APPENDIX A STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

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

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national

origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses

and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation; (b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and (c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

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

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

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

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

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

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

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

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or

(b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

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

NYS Department of Economic Development
Division for Small Business
30 South Pearl St- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

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

NYS Department of Economic Development
Division of Minority and Women's Business
Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS.

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

**ATTACHMENT 7
APPENDIX D
GENERAL
SPECIFICATIONS**

- A. By signing the "Bid Form" each bidder attests to its express authority to sign on behalf of this company or other entity and acknowledges and accepts that:
- All specifications, general and specific appendices, including Appendix-A, the Standard Clauses for all New York State contracts, and all schedules and forms contained herein will become part of any contract entered, resulting from the Request for Proposal. Anything which is not expressly set forth in the specification, appendices and forms and resultant contract, but which is reasonable to be implied, shall be furnished and provided in the same manner as if specifically expressed.
- B. The work shall be commenced and shall be actually undertaken within such time as the Department of Health may direct by notice, whether by mail, telegram, or other writing, whereupon the undersigned will give continuous attention to the work as directed, to the end and with the intent that the work shall be completed within such reasonable time or times, as the case may be, as the Department may prescribe.
- C. The Department reserves the right to stop the work covered by this proposal and the contract at any time that the Department deems the successful bidder to be unable or incapable of performing the work to the satisfaction of the Department and in the event of such cessation of work, the Department shall have the right to arrange for the completion of the work in such manner as the Department may deem advisable and if the cost thereof exceeds the amount of the bid, the successful bidder and its surety be liable to the State of New York for any excess cost on account thereof.
- D. Each bidder is under an affirmative duty to be informed by personal examination of the specifications and location of the proposed work and by such other means as it may select, of character, quality, and extent of work to be performed and the conditions under which the contract is to be executed.
- E. The Department of Health will make no allowances or concession to a bidder for any alleged misunderstanding or deception because of quantity, quality, character, location or other conditions.

- F. The bid price is to cover the cost of furnishing all of the said services, materials, equipment, and labor to the satisfaction of the Department of Health and the performance of all work set forth in said specifications.
- G. The successful bidder will be required to complete the entire work or any part thereof as the case may be, to the satisfaction of the Department of Health in strict accordance with the specifications and pursuant to a contract therefore.
- H. Contractor will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.
- I. **Non-Collusive Bidding**
By submission of this proposal, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
 - a. The prices of this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
 - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTE: Chapter 675 of the Laws of New York for 1966 provides that every bid made to the state or any public department, agency or official thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the foregoing statement subscribed by the bidder and affirmed by such bidder as true under penalties of perjury.

A bid shall not be considered for award nor shall any award be made where (a), (b) and (c) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a), (b) and (c) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department or agency to which the bid is made or its designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder has published price lists, rates, or tariffs covering items being procured, has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same price being bid, does not constitute, without more, a disclosure within the meaning of the above quoted certification.

Any bid made to the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods, sold or to be sold, where competitive bidding is required by statute, rule or regulation and where such bid contains the certification set forth above shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

- J. A bidder may be disqualified from receiving awards if such bidder or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its or its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
- K. The Department reserves the right to make awards within ninety (90) days after the date of the bid opening, during which period bids shall not be withdrawn unless the bidder distinctly states in the bid that acceptance thereof must be made within a shorter specified time.
- L. **Work for Hire Contract**
Any contract entered into resultant from this request for proposal will be considered a "Work for Hire Contract." The Department will be the sole owner of all source code and any software which is developed or included in the application software provided to the Department as a part of this contract.

M. Technology Purchases Notification -- The following provisions apply if this Request for Proposal (RFP) seeks proposals for "Technology"

1. For the purposes of this policy, "technology" applies to all services and commodities, voice/data/video and/or any related requirement, major software acquisitions, systems modifications or upgrades, etc., that result in a technical method of achieving a practical purpose or in improvements of productivity. The purchase can be as simple as an order for new or replacement personal computers, or for a consultant to design a new system, or as complex as a major systems improvement or innovation that changes how an agency conducts its business practices.
2. If this RFP results in procurement of software over \$20,000, or of other technology over \$50,000, or where the department determines that the potential exists for coordinating purchases among State agencies and/or the purchase may be of interest to one or more other State agencies, PRIOR TO AWARD SELECTION, this RFP and all responses thereto are subject to review by the New York State Office for Technology.
3. Any contract entered into pursuant to an award of this RFP shall contain a provision which extends the terms and conditions of such contract to any other State agency in New York. Incorporation of this RFP into the resulting contract also incorporates this provision in the contract.
4. The responses to this RFP must include a solution to effectively handle the turn of the century issues related to the change from the year 1999 to 2000.

N. YEAR 2000 WARRANTY

1. Definitions

For purposes of this warranty, the following definitions shall apply:

- a. Product shall include, without limitation: any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein which perform any date/time data recognition function, calculation, comparing or sequencing. Where services are being furnished, e.g. consulting, systems integration, code or data conversion or data entry, the term Product shall include resulting deliverables.

- b. Vendor's Product shall include all Product delivered under this Agreement by Vendor other than Third Party Product.
- c. Third Party Product shall include products manufactured or developed by a corporate entity independent from Vendor and provided by Vendor on a non-exclusive licensing or other distribution Agreement with the third party manufacturer. Third Party Product does not include product where Vendor is: a) corporate subsidiary or affiliate of the third party manufacturer/developer; and/or b) the exclusive re-seller or distributor of product manufactured or developed by said corporate entity.

2. Warranty Disclosure

At the time of bid, Product order or Product quote, Vendor is required to disclose the following information in writing to Authorized User:

- a. For Vendor Product and for Products (including, but not limited to, Vendor and/or Third Party Products and/or Authorized User's Installed Product) which have been specified to perform as a system: Compliance or non-compliance of the Products individually or as a system with the Warranty Statement set forth below; and
- b. For Third Party Product Not Specified as Part of a System: Third Party Manufacturer's statement of compliance or non-compliance of any Third Party Product being delivered with Third Party Manufacturer/Developer's Year 2000 warranty. If such Third Party Product is represented by Third Party Manufacturer/Developer as compliant with Third Party Manufacturer/Developer's Year 2000 Warranty, Vendor shall pass through said third party warranty from the third party manufacturer to the Authorized User but shall not be liable for the testing or verification of Third Party's compliance statement.

An absence or failure to furnish the required written warranty disclosure shall be deemed a statement of compliance of the product(s) or system(s) in question with the year 2000 warranty statement set forth below.

3. Warranty Statement

Year 2000 warranty compliance shall be defined in accordance with the following warranty statement:

Vendor warrants that Product(s) furnished pursuant to this Agreement shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, including leap year calculations. Where a purchase requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

In the event of any breach of this warranty, Vendor shall restore the Product to the same level of performance as warranted herein, or repair or replace the Product with conforming Product so as to minimize interruption to Authorized User's ongoing business processes, time being of the essence, at Vendor's sole cost and expense. This warranty does not extend to correction of Authorized User's errors in data entry or data conversion.

This warranty shall survive beyond termination or expiration of the Agreement. Nothing in this warranty shall be construed to limit any rights or remedies otherwise available under this Agreement.

O. No Subcontracting

Subcontracting by the contractor shall not be permitted except by prior written approval and knowledge of the Department of Health.

P. Superintendence by Contractor

The Contractor shall have a representative to provide supervision of the work which Contractor employees are performing to ensure complete and satisfactory performance with the terms of the Contract. This representative shall also be authorized to receive and put into effect promptly all orders, directions and instructions from the Department of Health. A confirmation in writing of such orders or directions will be given by the Department when so requested from the Contractor.

Q. Sufficiency of Personnel and Equipment

If the Department of Health is of the opinion that the services required by the specifications cannot satisfactorily be performed because of insufficiency of personnel, the Department shall have the authority to require the Contractor to use such additional personnel, to take such steps necessary to perform the services satisfactorily at no additional cost to the State.

R. Experience Requirements

The Contractor shall submit evidence to the satisfaction of the Department that it possesses the necessary experience and qualifications to perform the type of services required under this contract and must show that it is currently performing similar services. The Contractor shall submit at least two references to substantiate these qualifications.

S. Contract Amendments

This agreement may be amended by written agreement signed by the parties and subject to the laws and regulations of the State pertaining to contract amendments. This agreement may not be amended orally.

The contractor shall not make any changes in the scope of work as outlined herein at any time without prior authorization in writing from the Department of Health and without prior approval in writing of the amount of compensation for such changes.

T. Provisions Upon Default

1. In the event that the Contractor, through any cause, fails to perform any of the terms, covenants or promises of this agreement, the Department acting for and on behalf of the State, shall thereupon have the right to terminate this agreement by giving notice in writing of the fact and date of such termination to the Contractor.
2. If, in the judgment of the Department of Health, the Contractor acts in such a way which is likely to or does impair or prejudice the interests of the State, the Department acting on behalf of the State, shall thereupon have the right to terminate this agreement by giving notice in writing of the fact and date of such termination to the Contractor. In such case the Contractor shall receive equitable compensation for such services as shall, in the judgment of the State Comptroller, have been satisfactorily performed by the Contractor up to the date of the termination of this agreement, which such compensation shall not exceed the total cost incurred for the work which the Contractor was engaged in at the time of such termination, subject to audit by the State Comptroller.

U. Termination Provision

Upon termination of this agreement, the following shall occur:

1. Contractor shall make available to the State for examination all data, records and reports relating to this Contract; and
2. Except as otherwise provided in the Contract, the liability of the State for payments to the Contractor and the liability of the Contractor for services hereunder shall cease.

V. Conflicts

If, in the opinion of the Department of Health, (1) the specifications conflict, or (2) if the specifications are not clear as to (a) the method of performing any part of the work, or as to (b) the types of materials or equipment necessary, or as to (c) the work required to be done in every such situation, the Contractor shall be deemed to have based his bid upon performing the work and furnishing materials or equipment in the most inexpensive and efficient manner. If such conflicts and/or ambiguities arise, the Department of Health will furnish the Contractor supplementary information showing the manner in which the work is to be performed and the type or types of material or equipment that shall be used.

W. MINORITY AND WOMEN OWNED BUSINESS POLICY STATEMENT

The New York State Department of Health recognizes the need to take affirmative action to ensure that Minority and Women Owned Business Enterprises are given the opportunity to participate in the performance of the Department of Health's contracting program. This opportunity for full participation in our free enterprise system by traditionally, socially and economically disadvantaged persons is essential to obtain social and economic equality and improve the functioning of the State economy.

It is the intention of the New York State Department of Health to fully execute the mandate of Executive Law, Article 15-A and provide Minority and Women Owned Business Enterprises with equal opportunity to bid on contracts awarded by this agency in accordance with the State Finance Law.

To implement this affirmative action policy statement, the contractor agrees to file with the Department of Health within 10 days of notice of award, a staffing plan of the anticipated work force to be utilized on this contract or, where required, information on the contractor's total work force, including apprentices, broken down by specified ethnic background,

gender, and Federal occupational categories or other appropriate categories specified by the Department. The form of the staffing plan shall be supplied by the Department.

After an award of this contract, the contractor agrees to submit to the Department a work force utilization report, in a form and manner required by the Department, of the work force actually utilized on this contract, broken down by specified ethnic background, gender and Federal occupational categories or other appropriate categories specified by the Department.

X. Contract Insurance Requirements

1. The successful bidder must without expense to the State procure and maintain, until final acceptance by the Department of Health of the work covered by this proposal and the contract, insurance of the kinds and in the amounts hereinafter provided, in insurance companies authorized to do such business in the State of New York covering all operations under this proposal and the contract, whether performed by it or by subcontractors. Before commencing the work, the successful bidder shall furnish to the Department of Health a certificate or certificates, in a form satisfactory to the Department, showing that it has complied with the requirements of this section, which certificate or certificates shall state that the policies shall not be changed or canceled until thirty days written notice has been given to the Department. The kinds and amounts of required insurance are:
 - a. A policy covering the obligations of the successful bidder in accordance with the provisions of Chapter 41, Laws of 1914, as amended, known as the Workers' Compensation Law, and the contract shall be void and of no effect unless the successful bidder procures such policy and maintains it until acceptance of the work (reference Appendix E).
 - b. Policies of Bodily Injury Liability and Property Damage Liability Insurance of the types hereinafter specified, each within limits of not less than \$500,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by one person in any one occurrence, and subject to that limit for that person, not less than \$1,000,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by two or more persons in any one occurrence, and not less than \$500,000 for damages arising out of damage to or destruction or property during any single occurrence and not less

than \$1,000,000 aggregate for damages arising out of damage to or destruction of property during the policy period.

- i. Contractor's Liability Insurance issued to and covering the liability of the successful bidder with respect to all work performed by it under this proposal and the contract.
- ii. Protective Liability Insurance issued to and covering the liability of the People of the State of New York with respect to all operations under this proposal and the contract, by the successful bidder or by its subcontractors, including omissions and supervisory acts of the State.
- iii. Automobile Liability Insurance issued to and covering the liability of the People of the State of New York with respect to all operations under this proposal and the contract, by the successful bidder or by its subcontractors, including omissions and supervisory acts of the State.

Y. Certification Regarding Debarment and Suspension

Regulations of the Department of Health and Human Services, located at Part 76 of Title 45 of the Code of Federal Regulations (CFR), implement Executive Orders 12549 and 12689 concerning debarment and suspension of participants in federal programs and activities. Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for nonprocurement debarment and suspension. Executive Order 12689 extends the debarment and suspension policy to procurement activities of the federal government. A person who is debarred or suspended by a federal agency is excluded from federal financial and non-financial assistance and benefits under federal programs and activities, both directly (primary covered transaction) and indirectly (lower tier covered transactions). Debarment or suspension by one federal agency has government-wide effect.

Pursuant to the above-cited regulations, the New York State Department of Health (as a participant in a primary covered transaction) may not knowingly do business with a person who is debarred, suspended, proposed for debarment, or subject to other government-wide exclusion (including any exclusion from Medicare and State health care program participation on or after August 25, 1995), and the Department of Health must require its prospective contractors, as prospective lower tier participants, to provide the certification in Appendix B to Part 76 of Title 45 CFR, as set forth below:

1. APPENDIX B TO PART 76-CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

- a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- d. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered Transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.

the following, or similar acknowledgment: "Funded by the New York State Department of Health". Any such materials must be reviewed and approved by the STATE for conformity with the policies and guidelines for the New York State Department of Health prior to dissemination and/or publication. It is agreed that such review will be conducted in an expeditious manner. Should the review result in any unresolved disagreements regarding content, the CONTRACTOR shall be free to publish in scholarly journals along with a disclaimer that the views within the Article or the policies reflected are not necessarily those of the New York State Department of Health. The Department reserves the right to disallow funding for any educational materials not approved through its review process.

2. Any publishable or otherwise reproducible material developed under or in the course of performing this AGREEMENT, dealing with any aspect of performance under this AGREEMENT, or of the results and accomplishments attained in such performance, shall be the sole and exclusive property of the STATE, and shall not be published or otherwise disseminated by the CONTRACTOR to any other party unless prior written approval is secured from the STATE or under circumstances as indicated in paragraph 1 above. Any and all net proceeds obtained by the CONTRACTOR resulting from any such publication shall belong to and be paid over to the STATE. The STATE shall have a perpetual royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any such material for governmental purposes.
3. No report, document or other data produced in whole or in part with the funds provided under this AGREEMENT may be copyrighted by the CONTRACTOR or any of its employees, nor shall any notice of copyright be registered by the CONTRACTOR or any of its employees in connection with any report, document or other data developed pursuant to this AGREEMENT.
4. All reports, data sheets, documents, etc. generated under this contract shall be the sole and exclusive property of the Department of Health. Upon completion or termination of this AGREEMENT the CONTRACTOR shall deliver to the Department of Health upon its demand all copies of materials relating to or pertaining to this AGREEMENT. The CONTRACTOR shall have no right to disclose or use any of such material and documentation for any purpose whatsoever, without the prior written approval of the Department of Health or its authorized agents.

5. The CONTRACTOR, its officers, agents and employees and subcontractors shall treat all information, which is obtained by it through its performance under this AGREEMENT, as confidential information to the extent required by the laws and regulations of the United States and laws and regulations of the State of New York.
6. All subcontracts shall contain provisions specifying:
 - a. that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT, and
 - b. that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the AGREEMENT between the STATE and the CONTRACTOR.

AA. Provision Related to Consultant Disclosure Legislation

1. If this contract is for the provision of consulting services as defined in Subdivision 17 of Section 8 of the State Finance Law, the CONTRACTOR shall submit a "State Consultant Services Form B, Contractor's Biennial Employment Report" no later than May 15th following the end of each state fiscal year included in this contract term. This report must be submitted to:
 - a. The NYS Department of Health, at the STATE's designated payment office address included in this AGREEMENT; and
 - b. The NYS Office of the State Comptroller, Bureau of Contracts, 110 State Street, 11th Floor, Albany NY 12236 ATTN: Consultant Reporting - or via fax at (518) 474-8030 or (518) 473-8808; and
 - c. The NYS Department of Civil Service, Alfred E. Smith Office Building, Albany NY 12239, ATTN: Consultant Reporting.

BB. Provisions Related to New York State Procurement Lobbying Law

1. The STATE reserves the right to terminate this AGREEMENT in the event it is found that the certification filed by the CONTRACTOR in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the STATE may exercise its termination right by providing written notification to the CONTRACTOR in accordance with the written notification terms of this AGREEMENT.

CC. Provisions Related to New York State Information Security Breach and Notification Act

1. CONTRACTOR shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). CONTRACTOR shall be liable for the costs associated with such breach if caused by CONTRACTOR'S negligent or willful acts or omissions, or the negligent or willful acts or omissions of CONTRACTOR'S agents, officers, employees or subcontractors.

DD. Lead Guidelines

All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.

**ATTACHMENT 8
PROPOSAL CHECKLIST**

Mandatory items are indicated by bold text.

- Signed original and 3 copies of the proposal package

Technical Proposal

- Completed and Signed Technical Proposal Cover Page (Attachment 1)**
- Bidder Experience
 - **Bidder is a recognized legal entity (e.g., LLC or Inc.) rather than unincorporated individuals**
 - **All relevant clients in last 10 years are provided-- with references and contact information for three separate clients**
- Bidder Qualifications and Staffing
 - Staff person with primary responsibility for oversight and management of the contract has a minimum of 3 years of professional experience with: development, coordination and staffing of scientific meetings; development, implementation and evaluation of public engagement activities; working with volunteer members of program planning committees; solicitation, review and selection of scientific abstracts and scientific presenters; registration; program and promotional material development and distribution; database development, management and reporting; financial and progress reporting; proceedings report writing; and all other aspects of scientific meeting planning, coordination and management.

- Approach

- Appendix Material

Cost Proposal

- Cost Proposal in a sealed and properly marked envelope**
- Completed and Signed Cost Proposal Cover Page (Attachment 2)**
- Cost Proposal Form (Attachment 3)**
- Completed and Signed Bid Form (Attachment 4)**
- Completed Vendor Responsibility Attestation (Attachment 9)

**ATTACHMENT 9 VENDOR
RESPONSIBILITY ATTESTATION**

To comply with the Vendor Responsibility Requirements outlined in Section E, Administrative, 8. Vendor Responsibility Questionnaire, I hereby certify:

Choose one:

- An on-line Vendor Responsibility Questionnaire has been updated or created at OSC's website: <https://portal.osc.state.ny.us> within the last six months.

- A hard copy Vendor Responsibility Questionnaire is included with this proposal/bid and is dated within the last six months.

- A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental entities, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.

Signature of Organization Official: _____

Print/type Name: _____

Title: _____

Organization: _____

Date Signed: _____

ATTACHMENT 10
State Consultant Services Form A

Instructions

State Consultant Services
Form A: Contractor's Planned Employment
And
Form B: Contractor's Annual Employment Report

Form A: This report must be completed before work begins on a contract. Typically it is completed as a part of the original bid proposal. The report is submitted only to the soliciting agency who will in turn submit the report to the NYS Office of the State Comptroller.

Form B: This report must be completed annually for the period April 1 through March 31. The report must be submitted by May 15th of each year to the following three addresses:

1. the designated payment office (DPO) outlined in the consulting contract.
2. NYS Office of the State Comptroller
Bureau of Contracts
110 State Street, 11th Floor
Albany, NY 12236
Attn: Consultant Reporting
or via fax to –
(518) 474-8030 or (518) 473-8808
3. NYS Department of Civil Service
Alfred E. Smith Office Building
Albany, NY 12239
Attn: Consultant Reporting

Completing the Reports:

Scope of Contract (Form B only): a general classification of the single category that best fits the predominate nature of the services provided under the contract.

Employment Category: the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the employees providing services under the contract. Access the O*NET database, which is available through the US Department of Labor's Employment and Training Administration, on-line at online.onetcenter.org to find a list of occupations.)

Number of Employees: the total number of employees in the employment category employed to provide services under the contract during the Report Period, including part time employees and employees of subcontractors.

Number of hours (to be) worked: for Form A, the total number of hours to be worked, and for Form B, the total number of hours worked during the Report Period by the employees in the employment category.

Amount Payable under the Contract: the total amount paid or payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the Report Period.

ATTACHMENT 11
State Consultant Services Form B

State Consultant Services

FORM B

OSC Use Only

Reporting Code:

Category Code:

Contractor's Annual Employment Report Report Period: April 1, ____ to March 31, ____

New York State Department of Health	Agency Code 12000
Contract Number:	
Contract Start Date: / /	Contract End Date: / /
Contractor Name:	
Contractor Address:	
Description of Services Being Provided:	

Scope of Contract (Chose one that best fits):

Analysis	Evaluation	Research
Training	Data Processing	Computer Programming
Other IT Consulting	Engineering	Architect Services
Surveying	Environmental Services	Health Services
Mental Health Services	Accounting	Auditing
Paralegal	Legal	Other Consulting

Employment Category	Number of Employees	Number of Hours to be Worked	Amount Payable Under the Contract
Totals this page:	0	0	\$ 0.00
Grand Total:	0	0	\$ 0.00

Name of person who prepared this report:

Title:

Phone #:

Preparer's signature:

Date Prepared: / /

Page of
(use additional pages if necessary)

Instructions

State Consultant Services

Form A: Contractor's Planned Employment

And

Form B: Contractor's Annual Employment Report

Form A: This report must be completed before work begins on a contract. Typically it is completed as a part of the original bid proposal. The report is submitted only to the soliciting agency who will in turn submit the report to the NYS Office of the State Comptroller.

Form B: This report must be completed annually for the period April 1 through March 31. The report must be submitted by May 15th of each year to the following three addresses:

1. the designated payment office (DPO) outlined in the consulting contract.
2. NYS Office of the State Comptroller
Bureau of Contracts
110 State Street, 11th Floor
Albany, NY 12236
Attn: Consultant Reporting
or via fax to –
(518) 474-8030 or (518) 473-8808
3. NYS Department of Civil Service
Alfred E. Smith Office Building
Albany, NY 12239
Attn: Consultant Reporting

Completing the Reports:

Scope of Contract (Form B only): a general classification of the single category that best fits the predominate nature of the services provided under the contract.

Employment Category: the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the employees providing services under the contract. Access the O*NET database, which is available through the US Department of Labor's Employment and Training Administration, on-line at online.onetcenter.org to find a list of occupations.)

Number of Employees: the total number of employees in the employment category employed to provide services under the contract during the Report Period, including part time employees and employees of subcontractors.

Number of hours (to be) worked: for Form A, the total number of hours to be worked, and for Form B, the total number of hours worked during the Report Period by the employees in the employment category.

Amount Payable under the Contract: the total amount paid or payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the Report Period.

ATTACHMENT 12
N.Y.S. Taxation and Finance Contractor Certification Form ST-220-TD



Contractor Certification

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

ST-220-TD

(6/06)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a (see Need help? below)*.

Contractor name				
Contractor's principal place of business		City	State	ZIP code
Contractor's mailing address (if different than above)				
Contractor's federal employer identification number (EIN)		Contractor's sales tax ID number (if different from contractor's EIN)		Contractor's telephone number ()
Covered agency name	Contract number or description		Estimated contract value over the full term of contract (but not including renewals) \$	
Covered agency address			Covered agency telephone number	

General information

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded certain state contracts valued at more than \$100,000 to certify to the Tax Department that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000, measured over a specified period. In addition, contractors must certify to the Tax Department that each affiliate and subcontractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also file a Form ST-220-CA, certifying to the procuring state entity that they filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date they file Form ST-220-CA.

For more detailed information regarding this form and section 5-a of the Tax Law, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a, (as amended, effective April 26, 2006)*, available at www.nystax.gov. Information is also available by calling the Tax Department's Contractor Information Center at 1 800 698-2931.

Note: Form ST-220-TD must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 4 of this form must be completed before a notary public.

Mail completed form to:

**NYS TAX DEPARTMENT
DATA ENTRY SECTION
W A HARRIMAN CAMPUS
ALBANY NY 12227**

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone 1 800 225-5829. From areas outside the United States and outside Canada, call (518) 485-6800.

Need help?

 **Internet access:** www.nystax.gov
(for information, forms, and publications)

 **Fax-on-demand forms:** 1 800 748-3676

 **Telephone assistance** is available from 8:00 A.M. to 5:00 P.M. (eastern time), Monday through Friday.

To order forms and publications: 1 800 462-8100

Sales Tax Information Center: 1 800 698-2909

From areas outside the U.S. and outside Canada: (518) 485-6800

Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110

 **Persons with disabilities:** In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.

I, _____, hereby affirm, under penalty of perjury, that I am _____
(name) *(title)*
of the above-named contractor, and that I am authorized to make this certification on behalf of such contractor.

Make only one entry in each section below.

Section 1 — Contractor registration status

- The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made. The contractor is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law, and is listed on Schedule A of this certification.
- The contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 2 — Affiliate registration status

- The contractor does not have any affiliates.
- To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- To the best of the contractor's knowledge, the contractor has one or more affiliates, and each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 3 — Subcontractor registration status

- The contractor does not have any subcontractors.
- To the best of the contractor's knowledge, the contractor has one or more subcontractors having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- To the best of the contractor's knowledge, the contractor has one or more subcontractors, and each subcontractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF _____ }
 : SS.:
COUNTY OF _____ }

On the ____ day of _____ in the year 20____, before me personally appeared _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that
_he resides at _____,
Town of _____,
County of _____,
State of _____; and further that:

[Mark an **X** in the appropriate box and complete the accompanying statement.]

- (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.
- (If a corporation): _he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
- (If a partnership): _he is a _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
- (If a limited liability company): _he is a duly authorized member of _____ LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public

Registration No. _____

ATTACHMENT 13
N.Y.S. Taxation and Finance Contractor Certification Form ST-220-CA



Contractor Certification to Covered Agency

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

ST-220-CA

(6/06)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need Help? on back*).

Contractor name		For covered agency use only Contract number or description	
Contractor's principal place of business	City	State	ZIP code
Contractor's mailing address (if different than above)		Estimated contract value over the full term of contract (but not including renewals)	
Contractor's federal employer identification number (EIN)	Contractor's sales tax ID number (if different from contractor's EIN)		\$
Contractor's telephone number	Covered agency name		
Covered agency address		Covered agency telephone number	

I, _____, hereby affirm, under penalty of perjury, that I am _____

(name)

(title)

of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:

(Mark an X in only one box)

The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.

The contractor has previously filed Form ST-220-TD with the Tax Department in connection with _____
(insert contract number or description)

and, to the best of the contractor's knowledge, the information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

Instructions

General information

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, *Contractor Certification to Covered Agency*, with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. This publication is available on our Web site, by fax, or by mail. (See *Need help?* for more information on how to obtain this publication.) In addition, a contractor must file a new Form ST-220-CA with a covered agency before an existing contract with such agency may be renewed.

If you have questions, please call our information center at 1 800 698-2931.

Note: Form ST-220-CA must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 2 of this form must be completed before a notary public.

When to complete this form

As set forth in Publication 223, a contract is subject to section 5-a, and you must make the required certification(s), if:

- i. The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);
- ii. The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and
- iii. The contract is a *contract* within the meaning of the statute. This is the case when it (a) has a value in excess of \$100,000 and (b) is a contract for *commodities* or *services*, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2005, and the resulting contract must have been awarded, amended, extended, renewed, or assigned *on or after April 26, 2006* (the effective date of the section 5-a amendments).

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

On the ___ day of _____ in the year 20___, before me personally appeared _____,
known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that
_he resides at _____,
Town of _____,
County of _____,
State of _____; and further that:

[Mark an X in the appropriate box and complete the accompanying statement.]

- (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.
(If a corporation): _he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
(If a partnership): _he is a _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
(If a limited liability company): _he is a duly authorized member of _____, LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public

Registration No.

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).
This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.
Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.
Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.
This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone 1 800 225-5829. From areas outside the United States and outside Canada, call (518) 485-6800.

Need help?

Internet access: www.nystax.gov (for information, forms, and publications)
Fax-on-demand forms: 1 800 748-3676
Telephone assistance is available from 8:00 A.M. to 5:00 P.M. (eastern time), Monday through Friday. 1 800 698-2931
To order forms and publications: 1 800 462-8100
From areas outside the U.S. and outside Canada: (518) 485-6800
Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110
Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.

ATTACHMENT 14

Best Practice Guideline: Webcasting Open Meetings



NYS INFORMATION TECHNOLOGY POLICIES, STANDARDS & GUIDELINES

Best Practice Guideline G07-002

Webcasting Open Meetings

Publication Date: April 11, 2007



MEGAN LEVINE

DIRECTOR, NEW YORK STATE OFFICE FOR TECHNOLOGY

BEST PRACTICE GUIDELINE

Reference:	G07-002
Technology Category:	Internet
Standards Title:	Webcasting Open Meetings
Replaces & Supersedes:	n/a
Authority:	Executive Law §206-a
Publication Date:	April 11, 2007
Guideline Effective Date:	April 11, 2007
Review Date:	April 11, 2009

Defined terms appear in *italics*.

Purpose

The purpose of this best practice guideline is to provide guidance to *state agencies and public authorities* with regard to producing webcasts of open meetings, as required by Executive Order 3 (www.state.ny.us/governor/executive_orders/exeorders/3.html).

Scope

This guideline covers a number of options and suggestions for *state agencies and public authorities* to choose from depending upon the number of meetings that the *state agency or public authority* may have to webcast and the resources it has available. Centralized contract information for webcasting is addressed in Purchasing Memorandum CL-686 issued by the Office of General Services (www.ogs.state.ny.us/purchase/spg/pdfdocs/CL686.pdf). The required webcasting standards, which *state agencies and public authorities* must follow, are found in standard S07-001, Webcasting Open Meetings (www.oft.state.ny.us/policy/S07-001/index.htm).

For purposes of this best practice guideline the definition of *state agencies and public authorities* as defined in Executive Order 3, is as follows:

"Agency" shall mean any state agency, department, office, board, commission or other instrumentality of the State, other than a public authority.

"Public authority" shall mean a public authority or public benefit corporation created by or existing under any State law, at least one of whose members is appointed by the Governor (including any subsidiaries of such public authority or public benefit corporation), other than an interstate or international authority or public benefit corporation.

Required Submissions & Notices

Not applicable.

Compliance

Not applicable.

Definitions

A complete listing of defined terms for NYS Information Technology Policies, Standards, and Best Practice Guidelines is available in the "NYS Information Technology Policies, Standards, and Best Practice Guidelines Glossary" (<http://www.oft.state.ny.us/policy/glossary.htm>). The following defined terms are used in this guideline.

Bitrate

In digital multimedia, bitrate is the number of bits used per unit of time to represent a continuous medium such as audio or video after source coding (data

compression). In this sense it corresponds to the term digital bandwidth consumption. While often referred to as "speed," bitrate does not measure distance/time but quantity/time.

Encoder

A device used to change a signal (such as a bitstream) or data into a code. The code may serve any of a number of purposes such as compressing information for transmission or storage, encrypting or adding redundancies to the input code, or translating from one code to another. This is usually done by means of a programmed algorithm, especially if any part of the code is digital.

Encoding

The process of preparing content for sending to viewers. Audio and video is converted to a format that matches the chosen distribution technique and attributes, and is also compressed.

Sound Mixer

A device which takes two or more audio signals, mixes them together and provides one or more output signals.

Synchronized text captioning

Text transcript that is synchronized or coordinated in time with the audio and video track (also referred to as synchronized text captions).

White balance

A setting in a camera that compensates for the differences in color temperature of the surrounding light. In both analog and digital electronic cameras that use CCD and CMOS sensors to capture the image, the *white balance* must be adjusted to ensure that all colors in the scene will be represented faithfully. It can be adjusted automatically by the camera, by selecting presets (tungsten, fluorescent, etc.) or by aiming the lens at a totally white surface (the white card) and selecting "lock *white balance*." Alternatively, a gray card with 18% gray is sometimes used.

Contact Information

Questions concerning this guideline may be directed to the *New York State Office for Technology, Strategic and Executive Services (SES) Bureau*, (518) 473-0234 or nyecom@oft.state.ny.us.

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Introduction to Webcasting

A webcast is produced in one location and is transmitted to any PC or video-capable device connected to the Internet. A webcast is broadcast over the Internet to anyone, or over an intranet to a specific group of people. Webcasts of open meetings may consist of a combination of digital media, such as audio, video and presentations in different formats (e.g. PowerPoint slides, spreadsheets, and graphics).

There are various stages in the webcast production process:

- **Planning** – the meeting logistics, location, equipment and crew
- **Production** – audio and video feeds and any additional data types, such as Powerpoint slides
- **Capture** – converting the raw media into formats that can be streamed to the web; also includes *encoding* and captioning
- **Distribution** – streaming the encoded data over the Internet
- **Viewing** – connecting the public to the meeting webcast

Webcast quality will vary depending on a number of factors, including: suitability of the meeting location; type and amount of equipment available; staff resources and skill level; instructions to meeting participants; and availability of technical resources.

A graphic representation of the webcasting process can be found in Attachment 1.

Planning

Planning is the most critical ingredient for a successful webcast. Three factors that impact planning are: 1) what type of webcast will be produced 2) determining the video production environment that is most suitable to the meeting type, budget and desired quality and 3) the suitability of the meeting venue for webcasting.

Types of Webcasts

There are essentially two kinds of webcasts: (1) live (real-time) and (2) on-demand. Each has different attributes. All webcasts of open meetings must be made available on-demand. Open meetings are required to be webcast live where possible (where broadband is available to do so). [Standard S07-001, Webcasting Open Meetings](#), defines these requirements.

Live (Real-Time) Webcasts

In a live webcast the meeting appears on the screen in real-time.

Attributes of a Live Webcast:

- ✓ Video and audio occur in real-time
- ✓ Viewers must watch at an appointed time
- ✓ There is little room for production errors
- ✓ Technical support is essential
- ✓ Captioning is less expensive (capture and synchronization are done along with the webcast when captioning in real-time - see the section on captioning)
- ✓ Captions may have inaccuracies
- ✓ Captions are delayed by 1 – 4 seconds
- ✓ If the meeting is being conducted at multiple locations, each location will require an Internet connection and central coordination and control point is needed

On-Demand Webcasts

On-demand webcast are pre-recorded. On-demand webcasts may also have been streamed live. These webcasts are stored and may be retrieved and viewed on-demand, whenever the viewer chooses.

Attributes of an On-Demand Webcast:

- ✓ Viewers can see the webcast at their own convenience
- ✓ Information discussed at the meeting may no longer be timely when viewed at a later date
- ✓ Captioning can be error-free with post recording editing
- ✓ Captioning is more expensive (captioning after a meeting requires capture, editing and then synchronization – see section on captioning)
- ✓ Adjustments can be made to improve the video and audio (e.g. lighten or darken, increase sound volume)

- ✓ Recording meeting segments are delivered to a central location for *encoding*, storage and streaming
- ✓ Meeting webcasts can be segmented into multiple clips, indexed, categorized and subject to search (particularly useful for very long meetings)

Selecting the Right Video Production Environment

There are essentially three production environments available. The production quality and cost will vary depending on the environment selected.

Dedicated On-Site Studio Facilities

Dedicated studios offer all of the equipment, technical staff and the necessary broadband and Internet access to produce and stream a webcast. These studios have professional-grade cameras, lights, sets and screens.¹

Attributes of a Dedicated On-Site Studio Facility:

- ✓ Professional quality production handled by experienced technicians
- ✓ Can be produce a live webcast
- ✓ Fixed location
- ✓ Currently not available in every area of the State
- ✓ Scheduling must be done in advance and may be difficult
- ✓ May have limited size and seating capacity

Using a Broadcast/Webcast Production Crew at a Meeting Site

Broadcast/webcast production crews can come directly to the site to produce the webcast.¹ The site must have sufficient power. If the meeting is to be webcast live, an out-going broadband Internet access point is needed. If real-time captioning is to be done, two phone lines need to be available (one must be a modem line).

Attributes of Using a Broadcast/Webcast Production Crew at a Meeting Site:

- ✓ Professional quality production handled by experienced technicians
- ✓ Flexible location
- ✓ Sites do not always have the proper set up for a webcast
- ✓ The *agency or public authority* must coordinate the meeting site logistics

¹ Within New York State government, the State University of New York, New York Network, has a dedicated studio facility available for *agencies and public authorities* to use in the Empire State Plaza in Albany as well as providing broadcast/webcast production crews to meeting sites. The Office of General Services is investigating equipping selected state meeting rooms for webcasting. Vendors also provide these services.

Using In-house Staff and Equipment at a Meeting Site

Agencies and public authorities can produce their own webcasts. The quality and cost will vary depending on staff experience and equipment quality and quantity. Cameras, lighting, microphones, *sound mixers, encoders*, hardware and software will need to be purchased.

Attributes of Using In-house Staff and Equipment at a Meeting Site:

- ✓ *Agencies and public authorities* that produce webcasts on a frequent basis can keep costs down over time
- ✓ As in-house expertise is built over time, production logistics become easier and routine
- ✓ Dedicated staff and training are required
- ✓ Initial investment can be costly
- ✓ Productions are subject to a variety of technical problems so trained technicians are a must
- ✓ In-house webcasting resources and expertise can be used for numerous purposes beyond open meetings
- ✓ Quality of the webcast is based on quality and quantity of equipment and experience of staff

Hybrid Using a Mix of In-house and Vendor Resources

A number of hybrid approaches using a mix of in-house and vendor resources can be used.

For meetings that are being webcast live, in-house staff and equipment can be used to capture and *encode* the audio and video and then transmit the encoded files to a distribution provider who would stream the live webcast over the Internet.

For meetings that are not being webcast live, in-house staff and equipment can be utilized to capture the meeting video and audio. These files can then be sent, either electronically or manually delivered, to a content delivery provider. *Encoding* can occur either before or after the data is delivered to the provider. The provider would handle streaming and storage for on-demand viewing.

Attributes of Hybrid Approach:

- ✓ As in-house expertise is built over time, production logistics become easier and routine
- ✓ Requires some in-house staff and training
- ✓ Initial investment in equipment is required
- ✓ Equipment and expertise can be used for numerous purposes beyond open meetings
- ✓ Quality of the webcast is based on quality and quantity of equipment and experience of staff
- ✓ Agency does not need to purchase or handle streaming equipment, hardware, software and bandwidth requirements

Additional Attributes of Live Hybrid Approach:

- ✓ Agency needs to purchase *encoding* software and have expertise using it
- ✓ Sufficient outgoing broadband bandwidth from the meeting site is required

Additional Attributes of On-Demand Only Hybrid Approach:

- ✓ Agency does not need to purchase *encoding* and streaming equipment, hardware and software or have that technical expertise

Meeting Venue Considerations

The location traditionally used for a meeting may or may not be suitable for webcasting. Some important factors for successful webcasting to consider in selecting or changing a meeting location, if possible, include:

Internet Connectivity

- Broadband Internet connection such as T1 or higher, cable and DSL access is required at the meeting site to send captured audio and video directly to a distribution network service provider and/or to broadcast a live webcast. Mobile satellite connections are possible, but may be an expensive option.
- Quality of Service (QOS) for the upstream webcast connection (to the Internet) is desirable. QOS are control mechanisms that can provide different priority level to different users or data flows, or guarantee a certain level of performance for a data flow. QOS guarantees are important if network capacity is limited, so that live webcast streams can be assigned a high priority.
- The firewall at the meeting site must be configured to allow webcast data to pass through.
- Sufficient power is needed for all equipment.
- Two phone lines are needed if real-time captioning is to be done (one must be a modem line).

Lighting

- Poor lighting will cause poor video quality.
- Generally, if the lighting at the location supports good quality video conferencing, then the lighting should support good quality webcasting.

Acoustics

- Room acoustics are important. Pronounced echo may make audio unintelligible.
- In a large room, multiple microphones may be required to capture audio from all presenters.
- If audio conferencing works well in the room then webcasting audio quality should be acceptable.

Production

There are a number of factors to consider when producing a webcast. The quality of the audio and video capture equipment will have a large effect on the webcasting quality. Better quality webcasts will have trained and experienced staff recording and coordinating.

Equipment

Recording Equipment

- **Webcams** – High-end PC/USB-based (universal serial bus) webcams or desktop videoconference equipment on a fast PC will provide marginal quality video for meetings that have one or two presenters. Wide-angle lenses on webcams are not adequate for capturing large groups.
- **Digital Video Camera** - Digital camcorders with firewire or video capture card connectivity to a PC or server will produce good video depending on the room size, lighting and number of presenters. The captured video stream can be uploaded to a content delivery provider using a web browser plug-in or as a video conference. Though a digital video camera may have a lower pixel capture ability, the quality of the capture is usually much better than a webcam because of the higher quality lenses, optical zoom, and the light collecting ability of the better lenses. Use external microphones, instead of the audio on the camera, for good sound quality.
- **IP Videoconferencing equipment** – Newer versions of IP videoconferencing equipment with face tracking may be adapted to webcasting. This equipment may come with multiple cameras and microphones for a more sophisticated presentation and clear sound quality. The presentation site establishes a video conference with a service provider who then encodes and streams the meeting over the Internet. Some videoconferencing equipment does not accommodate captioning. Most videoconferencing equipment produces lower quality images than digital video cameras.
- **Professional Broadcast Equipment** - For large meetings with multiple presenters, professional quality broadcast production equipment and trained staff may be needed.

Audio/Microphones

Sound quality is very important in meeting webcasts. Decide which types of microphones best suit the situation. Built-in microphones on webcams and digital video cameras will not adequately capture the audio from a meeting. External microphone(s) deliver better sound results.

There are a variety of external microphones available, such as hand-held, lapel microphones (lavaliers) and table microphones. The more lapel microphones you have, the better the sound will be. The more independent sound channels you have, the better you can control the sound.

Use a *sound mixer* to control the volume, equalization, feedback, and echo, as well as to accommodate multiple speakers.

Camera Use

Small meetings may only require one camera, but most meetings will require at least two. When producing video for webcasts, it is very important to use a camera tripod to control motion. Panning, zooming-in and cutting frequently from one camera to another should be avoided. Do not pan unless it is necessary to keep the speaker in the frame. Panning, zooming-in and cutting also increase the workload for the *encoder* (the files are larger and will require more bandwidth). The potential result is a compromised stream quality. If it is necessary to cut from one camera to another, try to leave at least ten seconds between cuts.

Because most viewers will be watching on smaller screens, at a reduced screen resolution, frame the subject as tightly as possible.

White balancing is a technique that ensures that images look natural in all settings. When a room has various light forms, (i.e. halogen, fluorescent, incandescent) pay special attention to white balancing the cameras. *White balance* all the cameras at the location, using the lighting that will part of the production. This will assure that the cameras offer up the colors accurately.

Shutter speeds and exposure settings on all cameras should be the same. Broadcasters employ people whose sole job is to monitor the cameras to make sure they produce a consistent look. At a minimum, use consistent settings on all the cameras.

Lighting

Be sure there is enough light and that the lighting can be controlled. Unless there is a good reason to use existing light sources, try to eliminate all the existing light sources, with the possible exception of newer fluorescent lighting. Older fluorescent lighting can cause flicker in the video. A portable lighting kit can suffice for small locations. For larger areas, consider hiring a lighting professional. The best way to determine if the lighting is adequate is through testing with the equipment to be used for video capture.

Cameras produce higher-quality images in brightly lit situations. Some cameras can record in low-light conditions, but the results may be low quality. Poor lighting translates to the need for higher bandwidth because settings with lots of shadows and contrast do not compress well in the *encoder*.

Staffing and Resources

Assign a meeting coordinator and experienced technical staff. Better quality webcasts will require a meeting coordinator and technical staff experienced in all aspects of the production. Generally these will consist of two competencies: one A/V focused (lights, cameras, sound) and one IT-focused (*encoding*, bandwidth, latencies, etc.).

Have enough staff available. There needs to be enough staff responsible for every aspect of the meeting and they should be capable of communicating with everyone else involved.

Have extra equipment at the meeting site. Have extra microphones and at least one backup camera (depends on how many cameras being used). Also, extra *sound mixers* and *encoders* will improve the quality of the webcast and assure a smooth production.

Testing at the site should be performed well before the meeting. Test the equipment and test website links if it will be streamed live. Have as many people as possible participate in a dry run, including the meeting participants.

Assign production responsibilities to people with experience in editing video. Large organizations typically assign the responsibility for producing webcasts to in-house media or communications personnel who normally are responsible for video productions.

Ensure that there are IT staff managing the technology behind the scenes. IT staff should ensure that connections are working appropriately and monitoring bandwidth usage during live webcasts.

The Meeting Presenter(s) and Participants:

- Dark clothing colors are best; striped or plaid clothing may be distracting.
- Too much "shiny" jewelry can reflect lighting.
- The presenter or the meeting planner should provide a laptop, if necessary, for any presentation that may be included in the meeting.
- If there are multiple presentations, it is best if they are all on the same laptop.
- Arrive at the meeting 20-30 minutes prior to the start time. This allows for a microphone sound test and connection of the laptop with any presentation materials.

The Presentation:

- **Consider the webcast viewers when moving around.** While movement may be fine for the audience present in the room, it is not desirable for webcasts. A constantly panning camera can be a distraction for remote viewers.
- **Consider the webcast viewers when planning the lighting.** The audience in the room may prefer to view presentations with lower lighting. However, remote viewing is better if the presentation is done in bright lighting. Try and light the presenters or meeting members from behind. This puts a focus on them instead of the background.
- **Consider the webcast viewers when preparing and presenting PowerPoint presentations.** Design slides for a small screen. Sometimes font sizes or a graphics that are appropriate on a large screen in an auditorium are too small to see clearly in a webcast. Font size on displayed materials should be at least 24 pt. Keep slides simple and focused. While special effects, e.g., flying text, fade in/out, animated images, may capture the attention of the audience in the room, the effects are not captured for

remote viewers and can cause problems with automated slide-advance controls. Pay attention to the mouse/pointer location during a presentation. The pointer is part of the screen shot relayed to remote viewers, so the pointer could appear to emphasize a word or could cover part of the screen display.

- **Advise speakers to look into the camera from time to time.**
- **All speaking must be directly into a microphone.** Meeting speakers should be reminded of this before the start of the meeting webcast. For example, speakers should not sit back away from the microphone, turn the head or body away from the microphone while speaking, or start speaking until in front of a microphone.

A Checklist for Multiple Sites:

If there are multiple sites, acknowledge that these sites are on-line and establish communication with each, one-by-one, using the following procedures:

- Introduce appropriate facilitators, guests, contacts, etc. at each site and verify two-way communication with them.
- Make sure that all meeting participants can hear and see all sites clearly. Specifically ask that the video from each site be displayed full-screen (as opposed to a quad-split) while communication with each site is in progress.

After clear communication with every site has been established, define the "ground rules":

- Announce to the meeting participants that all microphones are "on" and will remain active throughout the entire session. Extraneous noise at any site such as shuffling paper, eating food, tapping pens, or talking to neighbors will be heard by all sites and will interfere with effective communication.
- If any site begins to have audio or video trouble, request that the site notify the originator of the session immediately so that the problem may be corrected as soon as possible. Request that anyone speaking during the meeting identify both who they are and from which site they are participating.

Capture

There are two major steps in preparing the captured audio and video content for the Internet audience: (1) *encoding* and (2) adding captions.

Encoding

Encoding is the process of preparing the webcast for streaming to viewers. In the *encoding* process, the audio and video is converted to a format that matches the chosen distribution technique and attributes, and is also compressed. The programming can then be sent across the Internet to multiple computers, without the need for dedicated circuits or equipment.

Audio and video *encoding* may take place at the meeting site or the acquired audio and video streams may be sent to a webcasting or streaming service for *encoding*.

Delivery Bitrate

It is very important to consider the public and how they connect to the Internet when *encoding* a meeting webcast. Viewers will be using a dial-up connection, DSL or broadband. It is crucial to select *bitrates* that allow the end user to access the content in real-time. Internet bandwidth is usually stated in thousands of bits per second (kbps). The higher the bit rate delivered, the better the video and audio quality for a given *encoding* format. For example, if you select a *bitrate* that is too large, the video will likely stop, start and/or freeze if dial-up viewers try to watch - making the content virtually inaccessible to them. However, if you only provide a small *bitrate*, DSL and broadband users will not be able to enjoy the higher quality video and (possibly) larger screen size they can access due to their wider connection. A minimum of two delivery rates should be supported for webcasts, one for dial up users and one for broadband users. There are many bit rates possible and each format has its own options.

Ultimately, the total cost for bandwidth usage is directly related to the number of viewers (how many are watching the meeting at the same time) and the *bitrate* of the live streams (how large the file is), so it is important to choose only the appropriate size *bitrates*, potentially saving money.

It is also important to choose a screen size, or resolution, that is appropriate for the *bitrate* and the type of content that is being webcast. For example, it would not be advisable to deliver content in a small *bitrate*, full-screen. The content would be very grainy, fast movement would become a blur and small items would be barely visible. In general, be conservative with the *encoding* settings translating to the *bitrate*. It is better that screen size be small and viewable, rather than large and inaccessible.

The higher the *bitrate* is then the better the sound quality (and size) of the resulting file will be. Lower the *bitrate*, and the sound quality goes down, and the file size goes down too. Audio quality is more important than video quality for the viewer

experience, so prioritize the audio over the video, if necessary.

There are many types of *encoders* on the market. Standard S07-001, Webcasting Open Meetings, not only requires that a meeting be streamed to dial-up users, it requires it be streamed using multiple file types (such as Windows Media, RealPlayer®, Flash, QuickTime and the equivalent). It is important that the *encoder* or service provider can encode at least two types of files. This will allow the webcast to reach more viewers with varying types of players.

General Guidelines for Bitrates

Three factors should be considered:

- 1) **Data size per second**, or the amount of data being encoded per viewing second (the higher the number, the more information);
- 2) **Frames per second**, or how many frames of video will be seen in one second (the higher the number, the better the quality); and
- 3) **Screen size**, or how big the viewing window will be on the end user's computer.

Bitrate Guidelines*			
Connection	Dial-up	DSL	Broadband
Data size per second	26-48 kbps	128-148 kbps	148-282 kbps
Frames per second	15 fps	15 fps	29.97 fps
Screen size	160 x 120	320 x 240	320 x 240
Notes	This will create a small enough file to be streamed smoothly. **	This will create a larger file, about 50% screen size, with fairly grainy video.	This will create the same screen size as DSL, but with a higher quality image.

* *These recommendations are only meant as a guide. Often it is necessary to experiment with the frames per second and screen size to create the desired result.*

** *It should be noted that, because of the poor quality of the video image possible with a bitrate this small, open captioning, or captioning that is part of the video image, will be hard to read. Closed captioning technology, or captioning that is a separate, in-sync, data stream, is in its' infancy for live webcasts. Therefore, it may be preferred to only provide captioning on the on-demand webcast and not provide captioning on the live webcast at this bitrate (for more information see Captioning section).*

Captioning

Without captioning, people who are unable to hear will find multimedia presentations to be inaccessible.

Captions are on-screen text that display a webcast's dialogue, identify speakers, and describe other relevant sounds that are otherwise inaccessible to people who are deaf or hard of hearing. Captions are synchronized with the video image so that viewers have equivalent access to the content that is originally presented in sound, regardless of whether they receive that content via audio or text.

Synchronized captioning or synchronized text captioning is required for all open meetings per standard S07-001, Webcasting Open Meetings.

The Difference between Open and Closed Captions

Captions can be either *open* or *closed*. Currently, closed captioning for live webcasts is in its infancy and may be difficult or costly to achieve.

Open captions are always in view and cannot be turned off. In contrast, closed captions can be turned on and off by the viewer.

Closed captions appear only when the viewer agent (e.g., a media viewer player) supports them. At least one version of most major media viewer software now supports closed captions. Some of these products may support captions in the stand-alone client versions but not in browser-embedded or handheld versions of the products.

Delivering webcasts with closed captions places responsibility on the viewer to understand how to turn captions on in their media player software. To relieve the viewer of this burden, some people prefer delivering webcasts with open captions. Open-captioning has universal design benefits for people other than those with hearing impairments (e.g., people in noisy locations or people whose equipment does not have sound capability).

Open captions are an actual part of the webcast stream. Closed captions exist as a separate text stream, synchronized with the webcast. Open captions, unlike closed captions, are subject to loss of quality when the encoded video is compressed after the captions have been added.

Option 1: Real-Time Captioning

Real-time captioning (live captioning) is the process of creating and transmitting captions for live video. During a live webcast of an open meeting, specially trained court reporters, called real-time captioners, provide captions that match the audio portion, word for word. Real-time captioners have extensive training on captioning techniques; they have to perform at an accuracy rate of at least 98 percent.

Delivery time and method: Open captions scroll 3 lines at a time. Translation and text display are 1 – 4 seconds behind the speaker.

How Captured: A stenographer types assisted by a computer-aided translation from stenographic transcript to captions. After *encoding*, captions then go to a video transmitter for recording or out to a broadcaster/web stream. The whole process can be done remotely through modem technology. The text is available immediately in an unedited ASCII file.

Equipment Needed: Stenographic keyboard, computer, modem, captioning

software, two monitors, headphones, *encoder*, and video source.

What is captured: verbatim discussion

Attributes of Real-Time Captioning:

- ✓ Captioning is provided to the audience at the same time as the real meeting. It can be done from a distance.
- ✓ Planning is required. For a quality production, the stenographer(s) will need to be provided with handouts, overheads, speaker names and vocabulary lists ahead of time. Words can get distorted.
- ✓ Captions may have inaccuracies.
- ✓ Captions are delayed 1-4 seconds.
- ✓ As soon as the text equivalent of the audio has been generated, that text must be delivered to the end viewer so it can be synchronized with the audio stream. Unfortunately, few real-time multimedia technologies have native support for captioning. At this time, only RealPlayer® supports the delivery of real-time captions. Thus, the real-time captions must usually be delivered through a different technology running parallel to the multimedia software or hardware. This is often done through dedicated applications or through clients that are built into a web page and run in a web browser.

Cost: Cost will vary depending on the meeting time of day and whether done live or remotely. 9 am to 5 pm is usually the lowest cost per hour. Work after 5 pm is usually about 20-30% more expensive. This does not include: a text transcript; overhead projectors; screens; video hookups; large format displays; or other equipment that may be needed for a particular meeting or location.

Option 2: Off-line Captioning

Off-line captioning is the process of adding captions to previously recorded video.

Delivery time and method: Delivery time varies depending on vendor.

Best Use: For on-demand viewing over a period of time.

How Captured: Captioners listen to the videotape and transcribe the dialogue, breaking the transcript into captions. These captions are timed, synchronized with the video, and positioned on the screen, and the resulting data is ready to be "encoded" into the video signal.

There are two styles of off-line captioning:

Pop-on style is similar to movie subtitles. Captions appear on the screen all at once. Captions can be anywhere, but usually near the person who is speaking. These captions appear one line at a time. They are time coded to match video changes so as not to interfere with the action. They appear in synch with the audio.

Roll-up style is often used in news captioning. Captions are again time coded, and scroll up a line at a time from the bottom or top of the screen, usually filling three full rows. As each new row rolls up, the top row disappears.

Equipment Needed: Provided by the vendor

What is Captured: transcript of live discussion which has been synchronized, edited and formatted

Attributes of Off-line Captioning:

- ✓ Text is formatted.
- ✓ Captions can be error-free.
- ✓ Is more expensive than real-time captioning (real-time captioning is done in one process and off-line captioning has 3 processes – capture, editing and time-synchronization).
- ✓ People with hearing impairments must wait until the meeting is captioned before they have full access to the information.

Cost: Approximately 30-50% higher per hour than real-time captioning. Roll-up captions are less expensive to produce than pop-up captions.

Distribution

Streaming technology enables an audio or video file to be played while it is being downloaded from the Internet, instead of waiting for the entire file to download before it can be viewed or heard. Streaming concepts are quite technical. When considering distribution questions, bandwidth is the most important topic. Bandwidth refers to the size of the pipe (T1, T3 ISDN PRI lines etc.) necessary to connect the webcast stream to the Internet.

Live Webcast Using a Hosting Vendor

For meeting webcasts that are streamed live and hosted by a vendor, the pipe must be at least large enough to handle a webcast stream for the combination of each file type and *bitrate* being used. These files will be streamed to the vendor as the meeting occurs. The vendor will receive the files and then stream them for the end user. In essence, the vendor receives one set of files; pushes it through their server, and then makes the webcast available to concurrent users through a larger pipe (the size of this pipe will be determined based upon the number of simultaneous viewers).

A quick method to determine the bandwidth requirement is to add together the **Data size per second** quantities, based on the types of users being served (i.e. dial-up, DSL or broadband) times the number of Media Files you intend to use (minimum of 2 required per standard S07-001, Webcasting Open Meetings) for a total **Data size per second**, or **Access speed** for the entire webcast.

Example:

An agency streams 2 types of Media files for both dial-up and for broadband) users.

Media File #1

dial-up file =	48 kbps +
broadband file =	282 kbps +

Media File #2

dial-up file =	48 kbps +
broadband file =	<u>282 kbps</u> =
TOTAL	660 kbps

As the figures indicate, to stream this webcast live, the minimum bandwidth needed from the meeting site for this webcast is 660 kbps.

Live Webcast Using Agency Hosting

In order to host or maintain the file of a live webcast, the *agency or public authority* may need to purchase hardware and pay a monthly fee for a pipe with enough bandwidth to connect the webcast meeting content to the Internet.

To determine the amount of bandwidth needed, the number 660 kbps noted in the example above, is multiplied by the number of expected viewers. If, for example, the number of expected viewers is forty (40), then the bandwidth required is 40 x 660 kbps, or 26,400

kbps.

Agencies and public authorities need to account for other Internet traffic on their network when planning and allocating bandwidth for streaming a live webcast. A large file moving across the network in the middle of a webcast could result in disruption to the live webcast if the necessary bandwidth capacity is not available to handle both. Traffic can be prioritized so that webcast traffic is prioritized over other Internet traffic to avoid live webcast disruptions.

On-Demand Webcast Using Agency Resources and a Hosting Vendor

As mentioned in the Hybrid option for the video production environment, an *agency or public authority* can record a meeting with in-house resources and then engage a provider to host and stream it.

To transmit the files to the vendor, the files can be e-mailed or recorded onto a CD and mailed to the hosting vendor.

On-Demand Webcast Using Agency Hosting

In order to host or maintain the files of on-demand webcasts, the agency may need to purchase hardware and pay a monthly fee for a pipe with enough bandwidth to connect the webcast meeting content of all meetings available at one time to the Internet.

To determine the amount of bandwidth needed, a user's requirement (282 kbps for a broadband user in the example above), is multiplied by the number of expected simultaneous viewers of any of the available webcasts. If, for example, the average number of webcasts available at one time is two (2) and the number of expected simultaneous viewers for both of these is twenty (20) (it does not matter if 10 are watching each one or 20 are watching one), then the bandwidth required is 20×282 kbps, or 5640 kbps.

Viewing

The audience views a webcast by using a software application called a "player." Players allow the viewer to open and view the webcast file. Standard S07-001, Webcasting Open Meetings, requires webcast meetings to support multiple software clients. This requires the webcast to be saved in a separate file type for each (software clients/file type examples include Windows Media Player, RealPlayer®, Flash, QuickTime and any equivalent). The two most common ways to use these players for end user viewing are: (1) to have a player embedded in the Internet browser or (2) link to a player resident on the end user's computer.

Always provide clear guidance about what technologies and plug-ins are required to view the webcast. This guidance should be found on the webpage where the webcast link appears. To assist potential viewers in having the appropriate player downloaded, configured and tested on their respective PCs prior to accessing the webcast link, provide instructions on what is needed to successfully watch the webcast. Place links to appropriate technology download pages. A troubleshooting or "Frequently Asked Questions (FAQ)" page is always a good idea.

Comply with general requirements for live video feeds including LAN/firewall configuration, Internet connectivity and individual work stations, as needed.

Make the webcast easy to find on the website. Additionally, the Office for Technology and the Governor's Communications Office will be working with *agencies and public authorities* to provide access to webcast meetings from the State Portal.

Embedded Players

Embedded players refer to media players, video, audio or both. Embedded players are plug-ins for the Internet browser that are automatically downloaded on first use and remain loaded each time the browser is launched. Embedded players offer the viewer an experience where the video and/or sound is integrated right into the webpage being viewed. There is no "pop-up" window. The file launches once the page loads. The "Flash Players" are by far the most common type of embedded player and require no downloading of a player by the end user.

Attributes of Embedded Players:

- ✓ Most web browsers since the early 1990's were shipped with a "Flash" plug-in. This means the end user will not be required to have an additional player available on their computer, or be required to download one from the Internet.
- ✓ "Flash" takes less time to load than other players.
- ✓ If a newer software version is used to create the webstream, some older browsers may not be able to play this newer file (i.e. it will not be "backward compatible") and the user will be prompted to download a newer version.

- ✓ These players still struggle with accessibility. For instance, there is less immediate control over some operator functions, such as volume, with embedded players. These accessibility issues can be overcome through proper labeling and by using JavaScript to add keyboard shortcuts for playback controls.

Linking to a Player on the End User's Computer

When an end user clicks on the link to view a webcast meeting, a message is sent from the file back to that person's computer seeking out the appropriate player. If the appropriate player is not found, an option should be made available to guide the end user to download a player, for free, from the Internet. Windows Media Player, QuickTime and RealPlayer® are the most common types of players that normally work in this fashion, or any other equivalent.

Attributes:

- ✓ Can offer a number of file types and allows the end user to choose the player.
- ✓ Accessibility is good with these players. Controls are readily available for the end user, particularly in Windows Media Player and RealPlayer®.
- ✓ If using a newer software version to create the webcast file, some older browsers may not be able to play this newer file (i.e. it will not be "backward compatible"), similar to an embedded player, and the user will be prompted to download a newer version.

Additional Resources

Procurement Resources:

Office of General Services, Centralized Contracts for Implementing Webcasting Solutions Procurement Memorandum, www.ogs.state.ny.us/purchase/webcasting.asp (vendors on state contract that can provide webcasting equipment and services)

State Technology Standards:

[State Technology Standard S07-001, Webcasting Open Meetings](#)

[State Technology Standard S04-001, Mandatory Technology Standard on Accessibility of State Agency Web-based Intranet and Internet Information and Applications](#)
(www.oft.state.ny.us/policy/index.htm)

New York State Entity Resources Available:

New York Network, The State University of New York, www.nyn.suny.edu (can provide studio and on-site webcasting services)

Other Resources:

National Institutes for Health, Center for Information Technology
(<http://videocast.nih.gov/faq/makefaq.asp>)

State of North Carolina, Office of Information Technology Services
(www.its.state.nc.us/servicecatalog/index.asp)

National Captioning Institute www.ncicap.org

Media Players: www.webaim.org/techniques/captions/mediaplayers/

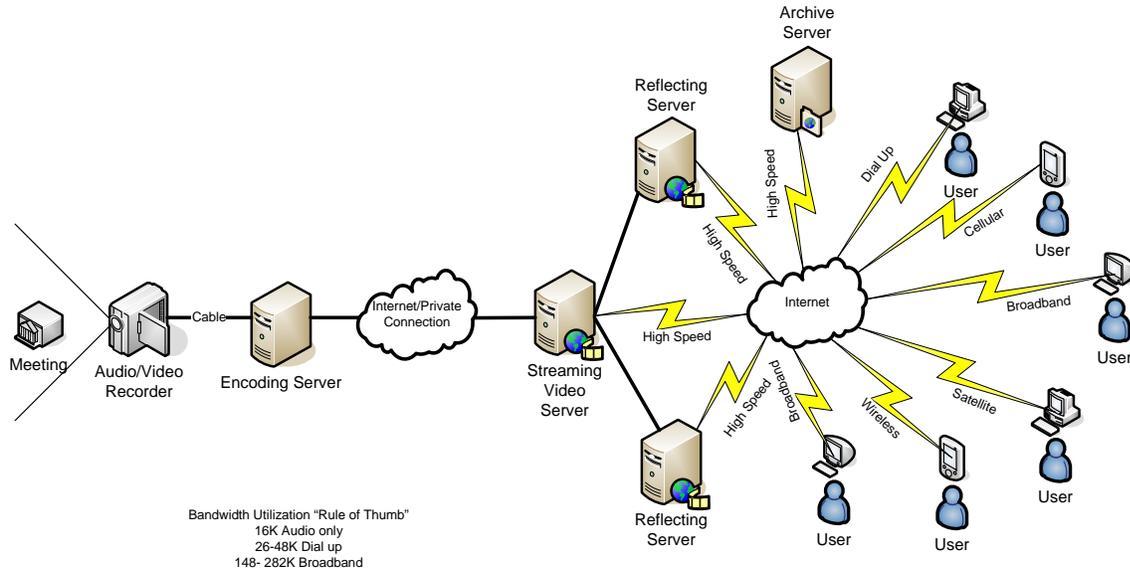
Web AIM (Web Accessibility in Mind) An initiative of Utah State University www.webaim.org

Northeast Technical Assistance Center, Rochester Institute of Technology, National Technical Institute for the Deaf www.netac.rit.edu

Design Guidelines for Accessible Multimedia and the Web, National Center for Accessible Media (http://ncam.wgbh.org/publications/adm/guideline_h.html)

Closed captioning for flash, National Center for Accessible Media
(<http://ncam.wgbh.org/webaccess/ccforflash/>)

Attachment 1: Webcasting Diagram



New York State Office for Technology

ATTACHMENT 15
New York State Department of Health M/WBE Procurement Forms

The following forms are required to maintain maximum participation in M/WBE procurement and contracting:

1. Bidders Proposed M/WBE Utilization Form
2. Minority Owned Business Enterprise Information
3. Women Owned Business Enterprise Information
4. Subcontracting Utilization Form
5. M/WBE Letter of Intent to Participate
6. M/WBE Staffing Plan

New York State Department of Health

BIDDERS PROPOSED M/WBE UTILIZATION PLAN

Bidder Name:	
RFP Title:	RFP Number

Description of Plan to Meet M/WBE Goals

PROJECTED M/WBE USAGE

	%	Amount
1. Total Dollar Value of Proposal Bid	100	\$
2. MBE Goal Applied to the Contract		\$
3. WBE Goal Applied to the Contract		\$
4. M/WBE Combined Totals		\$

New York State Department of Health

**MINORITY OWNED BUSINESS ENTERPRISE (MBE)
INFORMATION**

In order to achieve the MBE Goals, bidder expects to subcontract with New York State certified MINORITY-OWNED entities as follows:

MBE Firm (Exactly as Registered)	Description of Work (Products/Services) [MBE]	Projected MBE Dollar Amount
Name Address City, State, ZIP Employer I.D. Telephone Number () -		\$ _____
Name Address City, State, ZIP Employer I.D. Telephone Number () -		\$ _____
Name Address City, State, ZIP Employer I.D. Telephone Number () -		\$ _____

New York State Department of Health

**WOMEN OWNED BUSINESS ENTERPRISE (WBE)
INFORMATION**

In order to achieve the WBE Goals, bidder expects to subcontract with New York State certified WOMEN-OWNED entities as follows:

WBE Firm (Exactly as Registered)	Description of Work (Products/Services) [WBE]	Projected WBE Dollar Amount
Name Address City, State, ZIP Employer I.D. Telephone Number () -		\$ _____
Name Address City, State, ZIP Employer I.D. Telephone Number () -		\$ _____
Name Address City, State, ZIP Employer I.D. Telephone Number () -		\$ _____

MWBE ONLY

MWBE SUBCONTRACTORS AND SUPPLIERS
LETTER OF INTENT TO PARTICIPATE

To: _____ Federal ID Number: _____
(Name of Contractor)

Proposal/ Contract Number: _____

Contract Scope of Work: _____

The undersigned intends to perform services or provide material, supplies or equipment
as: _____

Name of MWBE:

Address:

Federal ID Number:

Telephone Number:

Designation:

- MBE - Subcontractor
- WBE - Subcontractor
- MBE - Supplier
- WBE - Supplier

Joint venture with:

Name: _____

Address: _____

Fed ID Number: _____

MBE

WBE

Are you New York State Certified MWBE? _____ Yes _____ No

The undersigned is prepared to perform the following work or services or supply the following materials, supplies or equipment in connection with the above proposal/contract. (Specify in detail the particular items of work or services to be performed or the materials to be supplied): _____

at the following price: \$ _____

The contractor proposes, and the undersigned agrees to, the following beginning and completion dates for such work.

Date Proposal/ Contract to be started: _____

Date Proposal/ Contract to be Completed: _____

Date Supplies ordered: _____ Delivery Date: _____

The above work will not further subcontracted without the express written permission of the contractor and notification of the Office. The undersigned will enter into a formal agreement for the above work with the contractor ONLY upon the Contractor's execution of a contract with the Office.

Date

Signature of M/WBE Contractor

Printed/Typed Name of M/WBE Contractor

INSTRUCTIONS FOR M/WBE SUBCONTRACTORS AND SUPPLIERS LETTER OF INTENT TO PARTICIPATE

This form is to be submitted with bid attached to the Subcontractor's Information Form in a sealed envelope for each certified Minority or Women-Owned Business enterprise the Bidder/Awardee/Contractor proposes to utilize as subcontractors, service providers or suppliers.

If the MBE or WBE proposed for portion of this proposal/contract is part of a joint or other temporarily-formed business entity of independent business entities, the name and address of the joint venture or temporarily-formed business should be indicated.

New York State Department of Health M/WBE STAFFING PLAN

Check applicable categories: Project Staff Consultants
Subcontractors

Contractor Name _____

Address _____

	Total	Male	Female	Black	Hispanic	Asian/ Pacific Islander	Other
STAFF							
Administrators							
Managers/Supervisors							
Professionals							
Technicians							
Clerical							
Craft/Maintenance							
Operatives							
Laborers							
Public Assistance Recipients							
TOTAL							

(Name and Title)

Date