



**New York City Department of Environmental Protection
Town+Gown Request for Proposals (Town+Gown RFP)
under the Consortium Contract
Regional-Scale Nutrient Assessment for the NYC Water Supply Watersheds**

I. General Items

A. Invitation to Submit Proposals in Response. The New York City Department of Environmental Protection (the “Requestor” or “DEP”) invites the Consultants under the Town+Gown Master Academic Consortium Contract (the “Consortium Contract”), to submit Proposals in Response (the “Town+Gown RFP”) for the Regional-Scale Nutrient Assessment for the NYC Water Supply Watersheds Study (the “Study” or “Research Project”) pursuant to the terms and provisions of the Consortium Contract and this Town+Gown RFP. All defined terms used herein but not defined have the meanings assigned to them in the Consortium Contract.

B. Due Date for Receipt of Proposals in Response. Consultants shall submit their Proposals in Response ONLY via email, no later than 5:00 P.M., January 22, 2024, to Maria Ohringer, Deputy ACCO, at MOhringer@dep.nyc.gov. Please note that there is a 5 MB file size limit. If a Consultant chooses not to submit a Proposal in Response, such Consultant shall submit a No Bid Response form (which is attached to this document as Attachment A for the purpose of convenience and is downloadable from the Town+Gown website at (<http://www1.nyc.gov/site/ddc/about/town-gown-advisory-council.page>) no later than 5:00 P.M., January 22, 2024, to Maria Ohringer, Deputy ACCO, at MOhringer@dep.nyc.gov.

C. Inquiries and Requests from Consultants for Clarification or Explanation. If a Consultant wishes to make an inquiry or request a clarification or explanation with respect to this Town+Gown RFP, such Consultant must make such inquiry or request in writing sent via email ONLY to Maria Ohringer, Deputy ACCO, at MOhringer@dep.nyc.gov, no later than 5:00 P.M., December 22, 2023. In the event the Requestor determines that it is necessary to respond to such inquiry or request in writing, such response will be furnished as an addendum to this Town+Gown RFP (an Addendum) and will be sent to all Consultants as described below. If the Requestor deems it necessary, it may arrange a meeting or conference call with all interested parties prior to the submission date to address questions or concerns.

D. Addenda to Town+Gown RFP. If the Requestor determines that it is necessary to respond to an inquiry or request for clarification or explanation from a single or several Consultants in writing, such writing will be in the form of an Addendum to this Town+Gown RFP, which will become part of the requirements for such Town+Gown RFP, and sent by Town+Gown/DDC to all the Consultants to which the Town+Gown RFP was issued. In addition, it will be necessary for such Consultants to acknowledge receipt of an Addendum to a Town+Gown RFP by attaching an original signed copy of the Addendum to its Proposal in Response.

E. The Name and Contact Information of the Requestor's Procurement Process Contact. All Proposals in Response, Inquiries or Requests for Clarification or Explanation, and receipts of any Addenda, shall be sent via email ONLY to:

Maria Ohringer

Deputy ACCO, DEP

MOhringer@dep.nyc.gov

Article 2. The Research Project.

A. General Research Project Description. This Study aims to account for patterns (e.g., seasonal, annual) and trends (i.e., change through time) in watershed nutrient export (i.e., nitrogen and phosphorus) to evaluate the influence and interaction of New York City (NYC) watershed protection programs and climatological change over time. Additionally, this study should support the identification of high nutrient source areas and give insights into watershed protection program planning for the future.

The overall goal of the Study is to apply a nutrient export mass balance approach using statistical watershed models (e.g., SPARROW) coupled with results from trend analysis (WRTDS) to describe the potential causes of observed nutrient trends in the NYC watershed (both East and West of Hudson basins). These tools were recommended by the National Academy of Sciences, Engineering, and Medicine in a consensus study report prepared as part of a review of the NYC Watershed Protection Program (NASEM, 2020). The desired outcome of this Study is to determine where the greatest sources (areas and types) of nutrients are located and how nutrient loads to reservoirs have changed over time to provide guidance for future watershed protection and other initiatives. While evaluation of each watershed that serves the NYC reservoirs is desired, of particular interest is the Delaware River basin and how NYC's actions in watershed protection contribute to the health and well-being of the headwaters of this four-state watershed. The Croton system is also of concern due to ongoing eutrophication of Croton reservoirs. The consideration and use of these tools or a suitable alternative in combination represents a new approach for DEP, namely:

SPARROW – Spatially Referenced Regression on Watershed Attributes

WRTDS – Weighted Regressions on Time, Discharge, and Season

Or another statistical approach that permits a mass balance evaluation at the basin, sub-basin, and/or reach scale.

There are many drivers that led to this proposed Research Project:

- The National Academy of Sciences review report recommended that the DEP use advances in watershed and statistical modelling tools, such as SPARROW and WRTDS, to improve program evaluation and determine the causes of changes in water quality over time. Although these tools have demonstrated potential, DEP would like to undertake a more rigorous review to better understand these tools and then apply these tools to identify the greatest source areas coupled with trend analyses where data are sufficiently available.
- The Delaware River Flexible Flow Management Plan (FFMP, 2017) is a controlling document essential to the management of the Delaware River resources with a particular focus on water supply and ecological impacts of water quality changes. A better accounting of DEP's watershed protection activities and their potential effects on the NYC reservoirs, tailwaters downstream of the three Delaware system dams, and potentially main stem of the Delaware River would be beneficial for both DEP and collaboration and negotiation with other principal parties to the FFMP in terms of water quality.
- Use of these tools could help identify and target areas that represent source areas/types with the highest nutrient inputs and changes in their contributions over time.
- Use of these tools could better equip water managers address challenges including, for example, algal blooms and associated taste and odor issues.

B. Research Project Objectives.

Approach and Methodology. An approach that allows for the use of DEP and other available data for the NYC watersheds that makes linkages between watershed protection, climate change impacts, and water quality outcomes is desired.

Research questions include:

- How can watershed nutrient input models for phosphorus and nitrogen be applied to identify the largest contributing areas for nutrients and account for observed nutrient trends in the NYC watersheds?
- Can these models help determine the impact of investments in watershed protection to downstream areas, e.g., the Delaware River Basin downstream of the reservoirs?
- What is the overall spatial pattern of nutrient contributions from NYC watersheds?
- What are the temporal trends in phosphorus and nitrogen inputs and outputs for the period 1995-2023?

- Which DEP basins and sub-basins have exhibited the highest and lowest levels of phosphorus and nitrogen inputs?
- Which climatologic, hydrologic, geologic, and land-use factors are associated with high levels of phosphorus and nitrogen inputs based on these models?
- Is there evidence of DEP water quality protection effects on phosphorus and nitrogen inputs?

Selected watershed nutrient input models will be used at basin and sub-basin scales (and reach scale where data permit) and allow for simple mass balance calculations of inputs and outputs. This analysis is important for both evaluation of watershed protection efforts and provides a partial accounting of NYC's contribution to the health and sustainability of the NYC water supply and downstream water resources.

While DEP has conducted trends analysis for decades, this Research Project will explore ways to improve our understanding of nutrient export in NYC watersheds over temporal scales ranging from years to decades. The tools proposed may provide information on missing components in the mass balance equation such as contribution of atmospheric deposition of nutrients. Results are expected to be more accurate in some watersheds compared to others as the proposed tools depend on county-level information, land use, and hydrology. Watersheds with more human intervention may need more accurate information on nutrient inputs at the watershed scale instead of area-weighted information from county databases. Also, it is worth acknowledging that most of the water quality data publicly available and used in tools such as SPARROW are based on fixed frequency or sampling done at baseflow conditions. These may not include information on nutrient export at the event scale. However, they can still provide valuable information on ambient nutrient export from a watershed, used for comparison with other watersheds, and/or may benefit from more detailed data. This project may very well lead to development of multiple lines of evidence to understand changes in nutrient mass balance occurring in the NYC watershed.

Increased accuracy and credibility in source area identification and trends in water quality are critical to operating the water supply to better understand changes in overall water quality and impacts of watershed protection actions, and to support assessments in the future. DEP should be using the best tools, and the recommendation by NASEM has been a useful guide to considering innovation in this area. However, each tool has challenges and opportunities, and to enhance the consideration, DEP would like to engage with an academic institution that has the capability to consider, screen, and use these models while collaborating with other organizations to augment the project.

Scope of Work

Task 1: MODEL SELECTION and PILOT APPLICATION - To pilot the use of watershed models with tools that describe changes in nutrient inputs (sources and source types) to the watershed to identify nutrient sources and delivery to sub-basins and individual reaches in subbasins and create a path forward in nutrient (phosphorus and nitrogen) mass balance and trend analyses for the NYC watershed based on recommendations and preliminary analyses provided by the National Academy of Science, Medicine and Engineering (NASEM, 2020).

- Task 1 Objectives:
 - Screen and select tools to use for mass balance (input and output) calculations (such as SPARROW) and trend analysis (such as WRTDS) and determine which statistical models are appropriate for this region.
 - Run models and analyses for pilot test sites based on selected tools for total and dissolved forms of phosphorus and nitrogen. Where possible, use models to evaluate changes in carbon and suspended sediment.
 - Account for water quality trends using a mass balance and WRTDS approach.

- Task 1 Details:

- Evaluate analysis tools mentioned above and propose options to DEP for optimizing data and tools to meet the goals of the project in a workshop format.

Deliverable: Workshop with DEP with PowerPoint presentation

Proposed Schedule: months 1-2

- Identify and gather historical data sources available. Assess the type, quantity and quality of data available to determine if data sources are sufficient to inform models and desired analysis.

Deliverable: Data catalog with metadata to DEP

Proposed Schedule: months 3-4

- Test of pilot watersheds for the model application

Deliverable: Test

Proposed Schedule: months 3-6

- Prepare a status report summarizing analysis tools and workshop results (in collaboration with DEP) as a justification for applying the selected tools and examples from pilot test.

Deliverable: Draft status report for DEP review/feedback

Proposed Schedule: month 5

Deliverable: Completed status report

Proposed Schedule: month 6

Task 2: REGIONAL APPLICATION - Apply the selected approach to all basins in the NYC watershed, as practicable (based on data availability and budget). Specifically, account for the impacts that NYC reservoirs and watershed source water protection efforts in the Delaware River watersheds have had on

the water quality of the Delaware System reservoirs (Pepacton, Neversink, Cannonsville), Delaware River tailwaters and, if possible, main stem to the Delaware Bay.

- Task 2 Objectives:
 - Determine how trends in nutrient inputs identified in Task 1 have impacted the outflows (tailwaters) of Neversink, Pepacton, and Cannonsville Reservoirs, and the Delaware River main stem downstream.
 - Determine how trends in nutrient inputs for selected sub-basins compare throughout the watershed identify reflect watershed protection benefits.
 - Identify areas of concern for watershed protection.
- Task 2 Details:
 - Use DEP (and other) monitoring (meteorological and hydrological) data collected under Task 1 to understand trends in the NYC watershed using the selected statistical tools. The DEP water quality monitoring program and others have generated a very robust set of water quality data for streams and reservoirs in the NYC watershed and have an ongoing need for the most accurate trend analysis.
 - In conjunction with selected models and tools, evaluate trends using weighted regressions on time, discharge and season (WRTDS) at sites with sufficient data.
 - Use the selected model approaches to analyze flux of certain pollutants and account for interannual variation in precipitation over longer periods of time.
 - Focusing first on the Delaware River basins (Pepacton, Cannonsville, and Neversink), and expanding to other parts of the NYC water supply watersheds as practicable, the Consultant, as Academic Partner, will:
 - Use the selected statistical approach (e.g., the SPARROW model) and/or any of the dynamic applications that have become available using and building on any regional statistical models (e.g., SPARROW) to identify the largest contributing areas for phosphorus and nitrogen and get a picture of the overall spatial patterns of nutrient sources.
 - Alternatively, create accounting for nutrient sources to inform changes in the sources, reservoir pollutant loads, and outflow.
 - Use WRTDS to compare sub-basin empirical trend results first in Delaware basin watersheds, and in other portions of the NYC watersheds.
 - Graphically depict and summarize any changes/trends associated with NYC watershed protection investments and water quality trends in the Delaware basins and describe those

changes that may affect the river main stem and outflow from the reservoirs using the tools mentioned above.

Proposed Schedule: months 7-9

- Prepare and submit a final report.

Deliverable: Table of Contents to DEP for review/feedback in preparation for final report

Proposed Schedule: month 10

Deliverable: Draft final report to DEP for review/feedback

Proposed Schedule: month 11

Deliverable: Submit final report that incorporates DEP reviewer's comments

Proposed Schedule: month 12

Project Plan and Estimated Duration of Project, including Schedule. The Project is expected to cover a full 12 month period. DEP estimates the timeframe for Tasks 1 and 2, as described above as follows:

Months 1-2:

- a. Make contacts with DEP staff to initiate project.
- b. Identify statistical models and data requirements.
- c. Convene a meeting of stakeholders (various DEP staff and watershed stakeholders identified by DEP) to get input on how the results can be applied. (Deliverable)

Months 3-6:

- a. Gather data, harmonize data, create a data catalog with metadata.
- b. Test analysis approach(es) and apply to a subset of the watershed.
- c. Prepare status report on findings. (Deliverable)
- d. Provide to stakeholders and acquire feedback for next steps.

Months 7-9:

- a. Expand application to wider watershed area.
- b. Evaluate water quality trends.
- c. Identify/characterize nutrient contributing areas.
- d. Summarize results.

Months 10-12:

- a. Prepare a final report (begin with an approved Table of Contents - Deliverable).
- b. Submit for review and respond to DEP reviewer comments.
- c. Finalize report incorporating feedback from reviewers. (Deliverable)

III. Format and Contents of the Proposal in Response

The Proposal in Response must be in a form that conforms to Appendix B-2 to the Consortium Contract, which template form is attached to this document as Attachment B for the purpose of convenience. That template form is also downloadable from the Town+Gown:NYC website at (<http://www1.nyc.gov/site/ddc/about/town-gown-advisory-council.page>). The Consultants shall not make changes to the Proposal in Response template form.

IV. Evaluation Criteria and Evaluation Procedures

A. Criteria. The Proposals in Response will be evaluated on the basis of criteria set forth below:

<i>Criteria</i>	<i>Weight</i>	<i>Explanation</i>
<i>Experience</i>	40%	Background and experience with respect to the disciplines and issues covered in the Research Project.
<i>Organizational Capability</i>	20%	Organizational capability and the clear definition of roles and duties of the members of the Academic Team, as well as clear lines of communication among them, particularly with regard to interdisciplinary and practitioner input.
<i>Approach and Methodology</i>	30%	Approach to the Research Project and methodologies proposed.
<i>Cost</i>	10%	Cost proposals will be evaluated competitively. The Requestor has allocated \$319,000 for this research project.

B. Other Considerations.

1. *Insurance.* If awarded the Task Order resulting from this T+G RFP, the Consultant and all of its subconsultants must not commence performing any services under the resulting Task Order until all insurance required by this T+G RFP, and the resulting Task Order, is in effect and provided satisfactorily to the Requestor. The Consultant must ensure uninterrupted and continuous insurance coverage in the manner, form, and limits required by this T+G RFP, and the resulting Task Order, throughout the entire duration of the Task Order.

The Consultant must provide the insurance as indicated (boxes checked) below:

Article 7 – Insurance	
Types of Insurance	Minimum Limits and Special Conditions
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Workers' Compensation <input checked="" type="checkbox"/> Disability Benefits Insurance <input checked="" type="checkbox"/> Employers' Liability 	Statutory amounts
<input type="checkbox"/> Commercial General Liability	\$_____ per occurrence \$_____ personal & advertising injury \$_____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
<input type="checkbox"/> Commercial Auto Liability	\$_____ per accident combined single limit If vehicles are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90
<input type="checkbox"/> Professional Liability/Errors & Omissions	<u>\$1,000,000.00</u> per claim

2. *Subcontracting.* The Consortium Contract, under which this T+G RFP has been issued, permits Consultants to join with one or more other Consultants to prepare a Proposal in Response (see Section 3.3 (b)) as well as to utilize Subcontractors (as defined in the Consortium Contract) as part of a Proposal

in Response (see Sections 3.3(b) and 3.3(e)(8)). Consultants should refer to the Consortium Contract if they wish to consider joint proposals with researchers at other Academic Consortium institutions or include Subcontractors as part of their Proposal in Response. Individual researchers developing Proposals in Response should contact the Gown Advisory Council representative for the respective Academic Consortium institution to obtain a copy of the Consortium Contract, the form of which is also downloadable from the Town+Gown website (<http://www1.nyc.gov/site/ddc/about/town-gown-advisory-council.page>). Please note that Consultants wishing to subcontract with a Subcontractor as part of its Proposal in Response must disclose its intention to use the services of a Subcontractor in its Proposal in Response as provided in Section 3.3 (e) (8) of the Consortium Contract and Appendix C to the Consortium Contract.

C. Basis of Award. The Requestor, will award the Research Project to the responsive and responsible Consultant whose Proposal in Response is determined to be the most advantageous to and in the best interest of the City, taking into consideration all the criteria and considerations which are set forth above in this Town+Gown RFP. Award of the resulting Task Order is subject to successful negotiation of terms of the Task Order as provided in the Consortium Contract and the PPB Rules.

Form of No Bid Response

NO BID RESPONSE

SUBMIT BY RFP RESPONSE DUE DATE

RFP NAME	REQUESTOR	PROPOSAL IN RESPONSE DUE DATE

To: [Requestor Agency]

Secretary, Gown Advisory Council

Town+Gown/DDC, as Consortium Contract Administrator

This is to certify that _____, a Consultant academic institution under the city-wide Town+Gown Master Academic Consortium Contract, will not be submitting a Proposal in Response to the above referenced solicitation document prepared by the listed Requestor.

REASON(S) FOR NO SUBMISSION:

UNAVAILABILITY OF REQUIRED RESOURCES

PRIOR COMMITMENTS

INADEQUATE ANTICIPATED FUNDING LEVEL

PROJECT DURATION

POTENTIAL CONFLICT OF INTEREST

DUPLICATION OF ONGOING EFFORT

OTHER (PLEASE EXPLAIN)

AUTHORIZED REPRESENTATIVE:

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: __/__/20__

Form of Proposal in Response Template

**[Name of Consultant's] Proposal in Response to
[Name of Town+Gown RFP]
under the Consortium Contract [insert MMA1 number]**

*** IMPORTANT NOTE! *** *CONSULTANTS MUST NOT CHANGE THE FORM OF THE PROPOSAL IN RESPONSE. The Proposal in Response accepted by the Requestor will form the basis of the Task Order, and it is important that this template form be unchanged. If you have questions, please contact the Requestor contact on the Town+Gown RFP or your institution's Gown Advisory Council representative.*

*** IMPORTANT NOTE! *** *This Proposal in Response form is related to a public procurement and not a grant program, and the terms of the Proposal in Response that the Requestor selects for an award become the terms of the resulting Task Order, subject to further negotiation only as permitted by the Consortium Contract and the City's Procurement Policy Board rules.*

Prepared by [Consultant Name]

[Date]

*Article 1. Agreement. This Proposal in Response has been prepared and submitted pursuant to the provisions of the Town+Gown Master Academic Consortium Contract, by and between [*** IMPORTANT NOTE! *** Insert your institution's name] (the Consultant), and the New York City Department of Design and Construction ([*** IMPORTANT NOTE! *** Insert MMA1 number for Consortium Contract for your institution from chart on preceding memo]) (the Consortium Contract). All capitalized terms used, but not defined, herein shall have the meanings ascribed to them in Article 1 of the Consortium Contract.*

If this Proposal in Response is accepted by the Requestor, the awarded Research Project will be governed by a Task Order, negotiated and executed, pursuant to Section 3.4 of the Consortium Contract and the PPB rules, by the Consultant and the Requestor, which Task Order will define the contractual relationship between the Consultant (to become the Academic Partner) and the Requestor (to become the Practitioner Partner) for the duration of the Research Project. The provision of services under the Task Order will be further governed by the terms and conditions of the Consortium Contract, including but not limited to those in the Town+Gown RFP, complying with the provisions of Section 3.2 of the Consortium Contract, and those in the Consortium Contract as required and provided therein. If this Proposal in Response is accepted by the Requestor, the Consultant agrees to accomplish the Project for which a Task Order will be executed and registered, on time and within budget. The nature of academic research requires some flexibility in the timing of performance, with unforeseeable obstacles and delays. Section 4.03(a) of the PPB Rules is analogous to the National Science Foundation's practice with respect to delays in academic research and is available as a method of providing

extensions of time on Task Orders for performance due to the typical delays in academic research. The Academic Partner shall not perform services under the Consortium Contract until a Task Order has been executed and registered with the Comptroller.

Article 2. Proposal in Response to Town+Gown RFP.

*** IMPORTANT NOTE! ***

Subject to the requirements of the Consortium Contract and the Town+Gown RFP issued by the Requestor, this Proposal in Response shall be organized in a manner so as to provide the types of information as described below. Please review Section 3.3 of the Consortium Contract for provisions related to the Proposal in Response. Due to the standard of evaluation set forth in Section 4.3 of the Consortium Contract with respect to payment and the certification in Section 4.2 of this Proposal in Response, which will be repeated in the related Task Order, it is especially important that the Consultant be as detailed, as specific and as clear as possible with respect to the elements set forth below. After an award is made based on a particular Town+Gown RFP, these Article 2 elements of the Town+Gown RFP become the Academic Practitioner's obligations under the resulting Task Order.

2.1 Research Project Objectives.

*** IMPORTANT NOTE! ***

Describe the overall research project objectives and goals.

*** IMPORTANT NOTE! ***

Describe, in greater detail, the scope of the research project, listing and describing the research approaches, the work to be performed and the phases of the work.

*** IMPORTANT NOTE! ***

Describe the nature of the collaboration between staffs of the Requestor, as practitioner, and the Consultant, identifying the elements of practitioner experience that would be useful for the research, as well as any other research needs with which the Requestor could provide assistance.

2.2. Work Products and Deliverables.

*** IMPORTANT NOTE! ***

Describe the anticipated work products and deliverables for the Research Project, including interim reports if appropriate, in a greater level of detail than above, including the form and the nature of the content.

2.3. Project Plan and Estimated Duration of Project, including Schedule.

*** IMPORTANT NOTE! ***

Describe the plan for the Research Project, assigning time values for elements of the scope as a schedule for the Project. City agencies must use expense funds in the City fiscal year they are appropriated; they are not permitted to roll unexpended expense funds into the following City fiscal year and must appropriate expense funds anew in each succeeding City fiscal year. Thus, for Research Project funded with City tax levy funds, it is important to demonstrate an alignment between the proposed

schedule in the Project Plan and the Requestor's expressed expectation for the Project duration in the Town+Gown RFP. Payment requisitions pursuant to Article 4 of the Consortium Contract require, among other things, a status report to indicate the relation of the payment requisition to the Project Plan.

2.4. Project Staffing and Organization.

*** IMPORTANT NOTE! *** List the members of the Academic Team, the costs of whose work will be estimated in the chart in Section 2.5 below, and provide an organizational chart showing the Academic Team's organization for the Project.

*** IMPORTANT NOTE! *** One of the elements of Town+Gown's Organizational Character is supporting academic-practitioner collaborations by highlighting the importance of practice as a source of knowledge, with Academics and Practitioners as equal partners in knowledge creation. Thus, it is important to describe how the Academic Team members will interact with the Requestor's staff and other entities, including a narrative describing the organization and interactions as they support the nature of the academic-practitioner collaboration in Section 2.1 above which will become part of the Project Plan. In such Project Plan, it will be important to anticipate how the Academic Partner will work with the Practitioner Partner on a Research Project as the equivalent of a peer reviewer on any Task Order-generated work product as contemplated by Section 6.01A of Appendix A.

*** IMPORTANT NOTE! *** The Consultant will estimate costs associated with the Academic Team pursuant to the provisions of Section 3.3 (d) and (e) of the Consortium Contract and show them on the chart in Section 2.5 below. The Consultant shall include a curriculum vitae or resume of no more than three (3) pages for each Senior Personnel member of the Academic Team, including any Subcontractors.

*** IMPORTANT NOTE! *** As provided in Section 3.3 (e) (8) of the Consortium Contract, the Consultant may include, in the Academic Team, entities providing services as Subcontractors. To the extent a Task Order includes the services of Subcontractors, the Consultant shall be responsible for the performance of Subcontract services. For the convenience of reference only, the Consultant should know that subcontracts shall comply with the requirements of Section 2.07, 3.02, 4.07, 7.03, 7.08, 7.09 and 13.06 of Appendix A. Further, expenses incurred by the Consultant in connection with furnishing Subcontractors for the performance of required services under a Task Order are deemed included in the payments to the Consultant as set forth in Article 4 of this Consortium Contract. While the Consultant may pay its Subcontractors first and then seek reimbursement pursuant to the applicable provisions of this Consortium Contract, in the event the Consultant does not pay its Subcontractors prior to seeking reimbursement, the Consultant shall pay its Subcontractors the full amount due them from their proportionate share of the requisition, as paid by the City. The Consultant shall make such payment not later than five Days after receipt of payment by the City.

2.5. Proposed Project Budget and Not to Exceed Amount

*** IMPORTANT NOTE! *** Using this chart as a template, provide a proposed Project budget, estimating the costs of each component of the Project as provided in Section 3.3(e) of this Consortium Contract, and providing any require additional justification. Please provide a copy of an effective negotiated indirect cost rate with federal agency bound by the provisions of OMB Circular A-21 or a proposed indirect cost calculation methodology pursuant to Section 3.3(e)(xi) of the Consortium Contract.

Principal Investigator/Project Director:				
Headings under Section 3.3 (e)	[columns for calculations]			Costs
<u>Not to Exceed Amount</u>				<u>\$_____.</u>

Article 3. Consultant's Billing and Invoicing.

*** IMPORTANT NOTE! *** *The general requirements of the Consortium Contract, including Article 4, and any specific requirements of the Town+Gown RFP will govern the billing and invoicing process from the Requestor's perspective.*

*** IMPORTANT NOTE! *** *The Consultant should list the personnel responsible for billing and invoicing functions at the Consultant organization and related contact information.*

Article 4. Representations and Warranties.

*** IMPORTANT NOTE! *** *This is boilerplate—do not make any changes to this section.*

4.1. Accuracy and Completeness of Statements. The Consultant certifies that statements, representations and warranties contained in the Proposal in Response and the Consortium Contract, including Appendix A thereto, were true and complete as of the date they were made and are true and complete as of the date of this Proposal in Response.

*** IMPORTANT NOTE! *** *For convenience of reference only, the Consultants should know that Sections 2.01 (procurement of contract/task orders), 2.03 (fair practices), 2.04 (VENDEX, now Passport), 2.07 (unlawful discriminatory practices), 3.02 (e) (subcontractor performance); 4.01 (independent contractor status), 4.02 (employees), 4.07 (E.O. 50), 6.01 (copyrights) and 7.08 (insurance certificate) contain specific representations and warranties.*

4.2. The Project. The Consultant certifies that all elements of the work and costs necessary to perform the Project in a professional and competent manner according to the standards of the relevant field(s) and/or discipline(s), and to meet the requirements set forth in the Town+Gown RFP and in Section 4.3 of the Consortium Contract have been included in this Proposal in Response.

4.3. Academic Team Members. The Consultant represents and warrants that the members of the Academic Team possess the experience, knowledge and character necessary to qualify them individually for the particular services they will perform on the Project in a professional and competent manner pursuant to Section 4.3 of the Consortium Contract.

The submission of curriculum vitae and resumes for the Senior Personnel members of the Academic Team, whether they are the Consultant's direct employees or Subcontractors, with the Proposal in Response, implies that such individuals will be available to perform the services on the Project. For the Consultant who is awarded the Task Order, it is expected that such members of the Academic Team will perform the services under the Task Order; provided, however, that such Consultant may replace members of the Academic Team on the Project during the term of the Task Order with personnel who possess qualifications substantially similar to those being replaced, with prior notice to the Practitioner Partner.

To the extent the Requestor believes a member of the Academic Team is unable to perform services in a professional and competent manner according to the standards of the relevant field(s) and/or discipline(s), it shall have the right to raise such concerns with the Consultant so that both parties have the opportunity to resolve such concerns in good faith, subject to the provisions of Section 10.02 of Appendix A.

4.4. Agreement to Comply with Terms of Task Order. The Consultant agrees to comply with the terms and conditions of the Task Order and the Consortium Contract under which it was issued.

4.5. Conflicts of Interest—Gown. The Consultant certifies that it has implemented and is enforcing a written policy on conflicts of interest, consistent with the provisions of the National Science Foundation’s AAG Chapter IV.A.; further, that, to the best of the undersigned Authorized Party’s knowledge, all financial disclosures required by the conflict of interest policy were made; and that conflicts of interest, if any, were, or prior to the institution's expenditure of any funds under the award, will be, satisfactorily managed, reduced or eliminated in accordance with the Consultant’s conflict of interest policy.

4.6. Training and Oversight. To the extent the Academic Team includes any postdoctoral researchers, graduate students or undergraduate students, the Consultant certifies that it has a plan to provide appropriate training and oversight in the responsible and ethical conduct of research to undergraduates, graduate students, and postdoctoral researchers.

4.7. Affirmation. The Consultant affirms and declares that it is [*** IMPORTANT NOTE! *** *Insert description of status under State corporation law and federal income tax law*], and, further, that it is not in arrears to the City upon debt, contract or taxes, it is not a defaulter, as surety or otherwise, upon obligation to the City, it has not been declared “not responsible” or disqualified, by any agency of the City, and that, to its knowledge, there is no proceeding pending relating to its responsibility or qualification to receive public contract except as indicated in the space below:

Article 5. Task Order Execution. Execution of a resulting Task Order by the Requestor shall be evidence of its approval of the following items, as explicitly noted above in this Proposal in Response:

*** IMPORTANT NOTE! *** *This is boilerplate—do not make any changes to this section.*

- (1) subcontractors pursuant to Sections 3.3 (b) and (e)(8) of the Consortium Contract, subject to final compliance with PPB Rule requirements and Sections 2.07, 3.02 and 4.07 of Appendix A,
- (2) compensation beyond three months and/or utilizing a percentage equivalent of academic contract effort pursuant to Section 3.3(e)(1) of the Consortium Contract,
- (3) treating components of an Academic Partner’s facilities and administration as a direct cost pursuant to Section 3.3 (e)(2) of the Consortium Contract,
- (4) the purchase of equipment and post-Project ownership of such equipment pursuant to Section 3.3 (e)(6) of the Consortium Contract,
- (5) the incurrence of expenses related to long-distance travel pursuant to Section 3.3 (e)(7) of the Consortium Contract, to be reimbursed, in the case of City Agency Requestors, pursuant to the provisions of Article 4 of the Consortium Contract,
- (6) the incurrence of expenses related to computer services pursuant to Section 3.3 (e)(9) of the Consortium Contract, and
- (7) the application of the formula to determine indirect costs pursuant to Section 3.3(e)(10) of the Consortium Contract.

Article 6. Relation of Task Order to Consortium Contract.

*** IMPORTANT NOTE! *** *This is boilerplate—do not make any changes to this section.*

6.1 *Task Order Incorporates Terms of Consortium Contract.* If the Requestor accepts this Proposal in Response, the resulting Task Order shall be deemed to incorporate all the terms and conditions of the Consortium Contract, including Appendix A thereto, even if such terms and conditions are not expressly reiterated in the Task Order.

6.2 *Task Order Not an Amendment of Consortium Contract.* Neither a Proposal in Response nor a Task Order may alter the terms and conditions of the Consortium Contract. The terms and conditions of the Consortium Contract Agreement can only be modified by the parties in an amendment pursuant to Section 6.4 of the Consortium Contract, and any provision of a Task Order that would have the effect of amending a term or condition of the Consortium Contract shall be null and void.

Any amendments, changes or modifications of this Task Order must comply with the provisions of Section 9.01 of Appendix A.

6.3 Conflict between Task Order and Consortium Contract. In the event of any conflict between any provision in a resulting Task Order and any provision of the Consortium Contract, including Appendix A thereto, the provision in the Consortium Contract shall control.

SUBMITTED BY:

By: _____

Name: _____

Title: _____

Date: _____