

Office of Technology & Innovation on behalf of the Mayor's Office of Operations (the Requestor)
Town+Gown Request for Proposals under the Consortium Contract
Citywide Soils Model Interpolation Methodology Research Project (the Research Project)

I. General Items

A. Invitation to Submit Proposals in Response. Office of Technology & Innovation on behalf of the Mayor's Office of Operations (the "Requestor") invites the Consultants under the Town+Gown Master Academic Consortium Contract (the "Consortium Contract"), to submit Proposals in Response for Citywide Soils Model Interpolation Methodology (the Town+Gown RFP), 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., November 15, 2023, to Joney Mai, Contract Manager at jmai@oti.nyc.gov. 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., November 15, 2023, to Joney Mai, Contract Manager at jmai@oti.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 Joney Mai, Contract Manager at jmai@oti.nyc.gov, no later than 5:00 P.M., October 31, 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:

Joney Mai
Contract Manager, Office of Technology and Innovation
jmai@oti.nyc.gov

II. Scope of Work

A. General Research Project Description.

The Citywide Soils Model Interpolation Methodology Research Project (the Research Project) is for the Citywide Soils Model component of the City's 3d Underground Project (the 3D Underground Project), which is supported by a federal Housing and Urban Development (HUD) Community Development Block Grant-Disaster Recovery (CDBG-DR) grant related to the remnants of Hurricane Ida (September 1, 2021). A high-level description of the HUD CDBG-DR-funded 3D Underground Project is on page 95 of CDBG-DR DRAFT ACTION PLAN FOR THE REMNANTS OF HURRICANE IDA at <https://www.nyc.gov/assets/cdbgdr/documents/nyc-hurricane-ida-action-plan-08-26-22.pdf>.

The Requestor, as part of the 3D Underground Project, seeks Proposals in Response to this Town+Gown RFP for the creation of a 3-dimensional interpolation (kriging) methodology for geotechnical soil boring reports in New York City (the Soils Model Methodology), to support the Citywide Soils Model, to analyze discrete soil boring/geotechnical report data points (the Soil Data). Consultants submitting Proposals in Response for this Research Project must propose a systematic and effective approach to developing a Soils Model Methodology for City use that reflects a detailed understanding of the methods of data collection described below, the natural environment of New York City, and the technical qualifications to develop, script, test, and execute the Soils Model Methodology, which, as the final Task Order deliverable at the conclusion of the Research Project, the Academic Partner will transfer in a manner to enable the City to use it on existing and future Soil Data, all as detailed in II B below.

The Soil Data consists of more than 20,000 soil boring reports in various file formats (mostly PDFs) across multiple City agencies. The Requestor is working with these agencies to digitize, standardize and geocode the soil boring reports to become the Soil Data and create a database of the Soil Data. Digitization, standardization and geocoding with respect to the Soil Data is underway, and it is expected that a part of the total Soil Data will be available to the Consultant based on current digitizing efforts underway at the time of the Notice to Proceed (then Academic Partner) for analysis by the date of the Notice to Proceed for the awarded Task Order; however, the remainder of the Soil Data digitization, standardization and geocoding processes will happen concurrently with the awarded Consultant's (then Academic Partner's) development of the Soils Model Methodology, and the Requestor (then the Practitioner Partner) will make subsequently digitized Soil Data available as they are digitized for the Academic Partner's development of the Soils Model Methodology.

Additionally, the Requestor will work to develop recommendations for a standardized digital data collection form, which will improve the accuracy and quality of the Soils Model over time, bearing in mind that the Soils Model Methodology must be created for both the backlog of Soil Data and future digitally submitted soils boring data.

B. Research Project Objectives.

Task 1. Propose Approach to the Soils Model Methodology

The Consultant shall review and analyze the soils data and research approaches that are similar to the Soil Data and the Soils Model Methodology discussed below in this Town+Gown RFP that are used in other jurisdictions. The Consultant's proposed approach to the Soils Model Methodology must account for varying formats of the City's soil boring data, distances between available borings, and depths to bedrock across the City. The Consultant's proposed approach to the Soils Model Methodology must be able to accurately document and represent the caveats/limitations to a Soils Model Methodology in a way that recognizes the complexity and incomplete nature of 3-dimensional subsurface natural environment data. The proposed approach to the Soils Model Methodology should also be able to be scripted in a computer programming language with which the City's technical staff, including but not limited to Python, SQL and Javascript, is familiar to enable the City to deploy the Soils Model Methodology code upon delivery.

The Requestor anticipates that Task 1 will comprise 40 percent of the Research Project. In its Proposal in Response, the Consultant should describe a proposed timeline, approach, and deliverable for this Task 1 that relates to developing the Soils Model Methodology, including comparable applications that would be considered, and other considerations in the proposed approach.

Task 2. Develop and Test Accepted Soils Model Methodology

Once the Notice to Proceed is sent to the Consultant/Academic Partner, the Requestor/Practitioner Partner and the Consultant/Academic Partner will meet to discuss the proposed Soils Model Methodology and any mutually agreed upon changes to the proposed Soils Model Methodology, if any, creating a final Soils Model Methodology, on which the Academic Partner will commence work, undertaking the activities needed to develop the Soils Model Methodology. The Academic Partner will conduct thorough testing and quality assurance checks to ensure quality and validity of Soils Model Methodology. The Soils Model Methodology must be flexible enough to incorporate new soil boring observations over time as city agencies enter them into the Soils Data database.

The Requestor anticipates that Task 2 will comprise 40 percent of the Research Project. In its Proposal in Response the Consultant should detail a proposed timeline, approach, and deliverable for Task 2, including how it will develop a new rating methodology, what considerations will be included, and how it would develop reporting indicators necessary for performance reporting, including any required assumptions. To the extent the Consultant believes meetings with the Requestor will be required during Task 2, it should also describe a meeting process with the Requestor to enable it to complete Task 2.

Task 3. Produce the Soils Model Methodology with Comprehensive, Step-by-Step Documentation on the Soils Model Methodology for the City to Deploy

The Academic Partner will produce detailed documentation[, including computer programming code,] on the Soils Model Methodology, including any technical and back-end process considerations, that will include documentation to familiarize City agency users with the Soils Model Methodology. This documentation will include advice on best practices for visualization. The Soils Model Methodology must be able to be deployed by City technical staff.

The Requestor anticipates that Task 3 will comprise 20 percent of the Research Project. In its Proposal in Response, the Consultant will describe the elements it would include in the documentation required above, what audiences would be considered, and what technical elements would be considered. The Proposal in Response should also describe a proposed timeline, approach, and deliverable to producing end-user documentation that explains the new methodology as well as provides a resource on how to employ it.

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. Evaluation Criteria. The Proposals in Response reflecting Tasks 1-3 above will be evaluated on the basis of criteria set forth below:

<i>Criteria</i>	<i>Weight</i>	<i>Explanation</i>
<i>Experience</i>	35%	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>	35%	Approach to the Research Project and methodologies proposed.

Cost	10%	Cost proposals will be evaluated competitively. The Requestor has allocated \$100,000 for this Research Project.
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B. Other Considerations.

1. Requestor's Election of Optional Provision under the Consortium Contract. The CDBG-DR grant funding for this Research Project requires the Requestor to elect Section 6.01(B) of Appendix A to the Consortium Contract. Please refer to Section 6.01(B) in Appendix A to the Consortium Contract.

2. Nature of the License that the Requestor, as Academic Partner, Will Grant to Consultant, as Practitioner Partner with respect to the Research Project after Completion. Notwithstanding the requirements of Section 6.01(B) of Appendix A elected above by the Requestor, Section 23 of the First Amendment to the Consortium Contract ("First Amendment") requires that if a Requestor elects the provisions of Section 6.01(B), as indicated in the Town+Gown RFP and as approved by DDC, the Requestor shall also indicate in the Town+Gown RFP the nature of the license it will grant to the Academic Partner to use the Copyrightable Materials for publication of academic articles and additional independent faculty-led research and publication purposes, subject to the applicable provisions of Section 5.08, which were also amended in the First Amendment. In addition, under the terms of the CDBG-DR grant funding for this Research Project, Requestor may grant the Academic Partner a license to use the Copyrightable Materials on such terms as determined by the Practitioner Partner as set forth in the license.

After completion of the Research Project, based on the provisions of Appendix A, Sections 6.01(A) and 5.08, as amended by the First Amendment, the Requestor will grant a license to the Academic Partner, to publish academic articles and for additional independent faculty-led research and publication purposes in the form attached hereto as Exhibit C. Under Section 6.01(A), in the event the Academic Partner wishes to use the Task Order-generated work product as the basis of a peer reviewed article of an academic journal or equivalent publication, it shall include the Practitioner Partner as the equivalent of a peer reviewer in all subsequent academic work related to the initial work product under a Task Order, including but not limited to review and comment on the drafts and acknowledgement of the relevant staff members at the Practitioner Partner, as appropriate. The Academic Partner shall also comply with the provisions of Section 5.08, as amended by the First Amendment to the extent it applies.

3. Sensitive Nature of Soil Data. While the Soil Data is not confidential, it is also not generally available to the public and is of a sensitive nature. By submitting a Proposal in Response, the Consultant acknowledges that the Soil Data are of a sensitive nature and, if it becomes the Academic Partner, it will use the Soil Data only for the Research Project and, later as permitted by the license to be granted above in IV B 2, for additional independent faculty-led research and publication purposes. The Academic Partner will not transmit, disseminate, or share in any capacity the Soil Data during the

Research Project, except with respect to Subcontractors, if any, on the Research Project, without prior permission from the Practitioner Partner. The Academic Partner agrees to protect the Soil Data and other information related to the Soil Data from any unauthorized use, reproduction, distribution or publication.

4. *Insurance.* If awarded the Task Order resulting from this Town+Gown 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 Town+Gown 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 Town+Gown RFP, and the resulting Task Order, throughout the entire duration of the Task Order.

The Consultant must provide the insurance as indicated below:

Article 7 – Insurance	
Types of Insurance	Minimum Limits and Special Conditions
<ul style="list-style-type: none"> ■ Workers' Compensation ■ Disability Benefits Insurance ■ 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

5. *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.

Citywide Soils Model Interpolation Methodology Research Project

NYC Office of Technology & Innovation

Submit by 5:00 P.M., November 15, 2023

NO BID RESPONSE

To: Office of Technology & Innovation

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__

T+G Proposal in Response

[Consultant logo/letterhead here]

**[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>				\$ _____.

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: _____

Form of License to be Granted by Practitioner Partner to Academic Partner
after Completion of the Research Project

Citywide Soils Model Interpolation Methodology Research Project (the Research Project)
pursuant to Task Order, dated [registration date], [registration number] (the Task Order)

Whereas, NYC Office of Technology & Innovation, the Practitioner Partner, issued the Task Order to [Academic Institution Name], the Academic Partner for the Research Project, pursuant to the Request for Proposals Dated [] (the “RFP”) and the Consortium Contract (as defined in the RFP); and

Whereas, the RFP required that ownership of Copyrightable Materials (as defined in the Consortium Contract) resulting from the RFP (“Task Order Copyrightable Materials”) be pursuant to section 6.01B of Appendix A to the Consortium Contract, which permits the Practitioner Partner to provide Academic Partner a license to use the Task Order Copyrightable Materials for the purpose of academic articles and additional independent faculty-led research and publication purposes, subject to section 5.08 of Appendix A to the Consortium Contract; and

Whereas, the Practitioner Partner wishes to grant to the Academic Partner, such license, therefore;

Terms of License

Subject to the provisions of the Consortium Contract, including but not limited to sections 5.08, 6.01 A and 8.04 of Appendix A thereto, the Academic Partner is granted an irrevocable, royalty-free, sub-licensable, non-exclusive license to reproduce, prepare derivative works from, distribute, and display the Task Order Copyrightable Materials solely for the purposes of publishing academic articles and conducting additional independent faculty-led research for publication with respect to the Research Project after the completion of the Research Project and final payment by the Practitioner Partner under the Task Order.

[Agency Name], the Practitioner Partner

[Academic Institution Name], the Academic Partner
