



**New York City Department of Transportation
Town+Gown Request for Proposals
under the Consortium Contract
Neighborhood Loading Zone Evaluation Study**

I. General Items

A. Invitation to Submit Proposals in Response. The New York City Department of Transportation (“DOT” or “Requestor”) invites the Consultants under the Town+Gown Master Academic Consortium Contract (the “Consortium Contract”), to submit Proposals in Response for the Neighborhood Loading Zone Evaluation Study (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., April 13, 2022**, to Gail Hatchett, NYC DOT ACCO’s Office at acco@dot.nyc.gov. Please note that there is a 25 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., April 13, 2022**, to Gail Hatchett, NYC DOT ACCO at acco@dot.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 Gail Hatchett, NYC DOT ACCO at acco@dot.nyc.gov no later than **5:00 P.M., April 2, 2022**. 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:

Gail Hatchett
New York City Department of Transportation ACCO
ACCO@dot.nyc.gov

II. Scope of Work

A. General Research Project Description.

Launched in 2019, our Neighborhood Loading Zone (NLZ) program responds to the shift to residential deliveries and helps to reduce double parking and to keep bus and bike lanes clear by providing space for active loading or unloading of personal, for-hire, or commercial vehicles. With 164 Neighborhood Loading Zones citywide – 49 of which NYC DOT added during the pandemic– our first year evaluation of the program demonstrated its success. In the first year, overall double parking on corridors with these zones decreased by a range of 10 to 70 percent, and corridors with the highest zone use averaged 600 vehicles per space each month, for about 26 minutes at a given time. NYC DOT also found that zone effectiveness and utilization is dependent on length of zone, placement along a block, parking enforcement, and local demand characteristics, all of which will inform our strategy as we expand the program citywide.

NYC DOT seeks a research partner to develop an enhanced analytical approach and perform field observations to assess curb space utilization on select corridors citywide. The Consultant will develop a methodology building on DOT's NLZ demonstration program assessment. Such methodology would measure usage of each parking regulation per vehicle, per block on or in proximity to Neighborhood Loading Zones citywide. Such measurement may include, but not limited to: direct field observation by Consultant staff, time lapse cameras or via other third-party data sources such as automobile GPS or other mobile devices. The Consultant will conduct a study of parking behaviors of Delivery and For Hire Vehicle drivers to identify the most useful placement of Neighborhood Loading Zones under various circumstances, including considerations of neighborhood land use, patterns of trip origin and destination, or reports of local preferences. In addition, the Consultant will produce a final report of the analysis and provide a set of recommendations for programmatic improvement.

B. Research Project Objectives.

The two main objectives of the research are:

1. Quantitative analysis of curb analysis surrounding Neighborhood Loading Zones
2. Qualitative research on delivery and for-hire vehicle driver parking behavior

The Consultant will be responsible for refining and enhancing a methodology for assessing NLZ curb utilization, and surrounding effects of NLZs on street efficiency. Additionally, the Consultant will conduct qualitative outreach to commercial vehicle and for-hire vehicle drivers to identify the most effective placement of NLZs. The research should introduce the type of automated technology for quantitative analysis and be replicable for future research conducted by NYC DOT.

1. Quantitative Analysis:

The approach will measure the following aspects for each parking regulation on each study block through a period of two weeks to one month:

- Number of vehicle access per day
- Type of vehicle
- Vehicle dwell time by the curb
- Vehicle activity by the curb
- Any other related activities involving curb usage, especially those intersecting with NLZs, including such parameters as trip origin and destination, where available.

The Consultant will work with DOT's Freight Mobility unit to develop a data collection plan and approach to data analysis utilizing a type of automated technology, and will prepare a final report with accompanying visualization to ensure easy replication for future uses and at a larger programmatic scale.

The Consultant will conduct the study within a geographic boundary predetermined by the Freight Mobility unit. The study area will span several blocks in various neighborhoods citywide. The Consultant will produce a written report with visualizations describing the method and results of the curb usage analysis and provide a toolkit of recommended analysis methodology to be used in future studies by NYC DOT.

2. Qualitative Analysis

The Consultant will conduct qualitative research on delivery and for hire vehicle drivers to identify the most effective placement of NLZs within a specific block. This could be conducted in either a form of online surveys, in-person interviews or both. The qualitative research will, with the vehicle operators, identify their most likely parking outcome within various scenarios. The Consultant will develop scenarios in partnership with NYC DOT, to identify driver's parking behaviors to help with placement of future NLZs.

At the end of the research the Consultant will produce a comprehensive report which analyzes and lays out the findings in a way that describes the most useful placement of NLZs under various street

typologies, surrounding land uses, vehicle destinations, by time of day, as well as preferred time limits.

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 \$62,500 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 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
<ul style="list-style-type: none"> ■ Commercial General Liability 	<p>\$1,000,000.00 per occurrence</p> <p>\$1,000,000.00 personal & advertising injury</p> <p>\$2,000,000.00 aggregate</p> <p>Additional Insureds:</p> <p>1. City of New York, including its officials and employees, and</p> <p>2. _____</p> <p>3. _____</p>
<ul style="list-style-type: none"> ■ Commercial Auto Liability 	<p>\$1,000,000.00 per accident combined single limit</p> <p>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</p>
<ul style="list-style-type: none"> □ Professional Liability/Errors & Omissions 	\$1,000,000.00 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

[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>				\$_____.
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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 [ *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: _____