



**New York City Department of Correction
Town+Gown Request for Proposals under the Consortium Contract
DOC Logistics Optimization Project**

I. General Items

All capitalized terms used herein but not defined have the meanings assigned to them in the Consortium Contract.

A. Invitation to Submit Proposals in Response. The New York City Department of Correction (the "Department," "DOC," or the "Requestor") invites the Consultants under the Town+Gown Master Academic Consortium Contract (the "Consortium Contract"), to submit Proposals in Response for the **DOC Logistics Optimization Project** (the "Town+Gown RFP"), pursuant to the terms and provisions of the Consortium Contract and this Town+Gown RFP.

B. Due Date for Receipt of Proposals in Response. Consultants shall submit their Proposals in Response ONLY via email, no later than 10:00 A.M., December 18, 2023, to Carlo Di Fava, Senior Deputy Agency Chief Contracting Officer at carlo.difava@doc.nyc.gov. **Please note that there is a 32 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 10:00 A.M., December 18, 2023, to Carlo Di Fava, Senior Deputy Agency Chief Contracting Officer at carlo.difava@doc.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 Carlo Di Fava, Senior Deputy Agency Chief Contracting Officer at carlo.difava@doc.nyc.gov, no later than 10:00 A.M., November 20, 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 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:

Carlo Di Fava
Senior Deputy Agency Chief Contracting Officer, New York City Department of Correction
carlo.difava@doc.nyc.gov

II. Scope of Work

A. General Research Project Description.

1. *Context for Research Project.* The Department is dedicated to providing safe, secure and humane jail facilities to people in the Department's custody and care. Those in DOC's custody and care include:

- individuals who are 18 years of age and older and awaiting trial or sentencing,
- individuals convicted and sentenced to less than one year of incarceration (misdemeanants or felons),
- individuals held on New York State (State) parole warrants awaiting revocation hearings,
- individuals who are State prisoners with court appearances in New York City; and
- individuals who are newly sentenced felons awaiting transportation to State correctional facilities.

DOC operates facilities to house people in custody, most of which are located on Rikers Island. DOC also operates court holding facilities in each of the five boroughs and one hospital prison ward. The Department's operational and management practices are subject to various State and local laws as well as oversight by the State and local agencies. The average daily population through the first nine months of 2023 was 5,830, which is 4.9 percent higher than the same period in 2022. Admissions are up 24 percent and average length of stay for the first nine months decreased from 120 to 106 days. DOC manages this population with a budgeted civilian headcount of 1,730 and a uniformed headcount of 7,060. DOC is also currently under a mandate to close Rikers and transition to borough-based facilities.

Guided by correctional best practices and collaboration with criminal justice stakeholders, DOC continues to implement substantive reforms. With the goal of improving safety for staff and individuals in DOC custody, DOC is focused on increasing accountability for staff and people in custody; improving

staffing ratios; modernizing operations; improving data tracking and transparency; developing holistic approaches to behavior management and enhancing programs and services for those in custody to reduce idleness and promote skills development. Over the course of their incarceration, DOC provides these individuals in custody with programming opportunities and discharge planning services with a path to successfully re-enter their communities.

2. General Research Project Description.

The Requestor seeks the services of faculty in the fields of (1) industrial engineering, (2) civil engineering and (3) operations research (the Required Fields) within the Consultant institutions to be available during the term of the resulting Task Order to engage in a series of engineering initiatives (Engineering Initiatives) identified by DOC via a specific sub-task order (Sub-Task Order) with DOC staff to enable DOC to improve the logistical operation of its jail system. DOC seeks dedicated faculty in the Required Fields to receive and respond to Sub-Task Orders on specific Engineering Initiatives consisting of various optimization and data driven projects including the design, implementation and validation of algorithms to be incorporated into agency IT applications and business processes, and collaborate with DOC staff on specific Engineering Initiatives (see B. Research Project Objectives below for initial examples).

Section 3.2(e) of the Master Contract permits a Requestor to select more than one Consultant for a particular Project and make multiple awards under a Mini RFP, so that the Requestor may make multiple Task Order awards to Consultants meeting the requirements of this Town+Gown RFP. An important requirement for Proposals in Response to this Town+Gown RFP, however, is that the Consultants will propose faculty in the Required Fields to be dedicated to receiving and responding to Sub-Task Orders for specific Engineering Initiatives submitted by DOC and collaborate with DOC on the Sub-Task Order (the Dedicated Faculty). The Dedicated Faculty from the Required Fields, who will be “Senior Project Personnel” under the Master Contract, will oversee specific Engineering Initiatives under the Sub-Task Orders with the assistance of cohorts of masters- and PhD-level students. The masters- and PhD-level students assigned to work on the specific Engineering Initiatives, who may change during the term of the Task Order, will not be “Senior Project Personnel.” The students assigned to work on specific Engineering Initiatives may change during the term of the Task Order.

Submission of curriculum vitae and resumes in a Consultant’s Proposal in Response for the Senior Project Personnel on the Academic Team under Section 3.3(c) of the Master Contract implies that such individuals will be available to perform the services on the Project, subject to the approval by the Requestor as part of the award of the Task Order pursuant to Section 3.4 (c) of the Master Contract. Section 3.3(c) further provides that for the Consultant who is awarded a Task Order under this Town+Gown RFP, it is expected that such Senior Project Personnel members of the Academic Team will perform the services under the Task Order; provided, however, that the Consultant may replace Senior Personnel members of the Academic Team during the term of the Task Order with personnel who possess qualifications substantially similar to those being replaced, with prior written notice and justification to DOC. It is of critical importance to DOC that there be continuity of the Senior Project Personnel on the Academic Team during the term of the Task Order, since it will require some time for

DOC to transfer knowledge of DOC's operations to the Dedicated Faculty, and the Dedicated Faculty will develop significant institutional knowledge for the series of Engineering Initiatives. On each specific Engineering Initiative, DOC will provide the operational expertise, data and context to ongoing logistical and process challenges in need of optimization, as further discussed below under Section B below (Research Project Objectives).

B. Research Project Objectives.

DOC will facilitate the engagement of Senior Project Personnel on each Engineering Initiative through DOC's Management Analysis and Planning Division (MAP) and with the Operations Research and Application Development teams within DOC's Information Technology (IT) Division (together, the DOC Project Team). The engagements will leverage Senior Project Personnel and their graduate students in the Required Fields to build algorithms, optimizations and simulation models with the DOC Project Team in support of process improvements to a variety of logistical and staffing challenges within DOC's jail operations.

The activities and products created on any Sub-Task Order for an Engineering Initiative will include, but not be limited to, the following activities related to the specific Engineering Initiative involving Senior Staff Personnel and graduate students with DOC Project Team members:

- Meetings and brainstorming sessions
- Descriptives and analytics
- Data analysis
- Team coding sessions
- Algorithm development
- Model deployment
- Model validation and monitoring
- Technical document writing
- Presentations to stakeholders
- Drafting of report findings both for internal audiences and stakeholders, as well as for publication in peer-reviewed journals (Note: the provisions of Master Contract, Appendix A, Section 6.01A (The Town+Gown Standard) will apply to the Task Order and Sub-Task Orders issued thereunder.)

The following examples of potential Engineering Initiatives are provided to assist the Consultant in preparing its Proposal in Response. These examples of potential Engineering Initiatives are some of DOC's key challenge areas. Expertise from Dedicated Faculty at the Consultants awarded a Task Order would enable DOC to solve such challenges:

1. Optimization of DOC Workforce Scheduling: DOC employs approximately 7,000 uniformed Correction Officers, Captains, Assistant Deputy Wardens, Deputy Wardens and Deputy Wardens in Command (“Members of Service” or “MOS”). Each uniformed MOS is assigned to work in one of the multiple jail and court command locations throughout the City and on Rikers Island. The current work schedules of uniformed MOS are to be analyzed, and an optimal mix of schedules will be determined and piloted. Some examples include looking at the mix of 4x2 schedules (a schedule with 8-hour shifts and a repeating pattern of 4 days of work and 2 days off) and 5x2 schedules (a schedule with 8-hour shifts and a repeating pattern of 5 days of work and 2 days off with 18 additional days off in a calendar year) and 8- and 12-hour tours. Alternative schedules such as the Pitman schedule (a schedule with 12-hour shifts and 7 days of work in every 2-week period) could also be considered. Going one step further, optimization and matching algorithms could be developed to assign MOS to posts while accounting for their preferences and seniority. Working with DOC’s IT unit, the output of these algorithms would be integrated into the DOC uniformed electronic scheduling system. The effect of these optimizations would be tracked using various dashboards and reports created by the academic partner in collaboration with DOC’s Data Quality team. DOC’s Operations Research team would co-build and ultimately maintain and upgrade these algorithms throughout their life cycles. For the purposes of this Section, a 4x2 schedule is a schedule with 8 hour shifts and a repeating pattern of 4 days of work and 2 days off; a 5x2 schedule is a schedule with 8 hour shifts and a repeating pattern of 5 days of work and 2 days off with 18 additional days off in a calendar year; and a Pitman schedule is a schedule with 12 hour shifts and 7 days of work in every 2-week period.

2. Optimization of Scheduling People in Custody: One of the biggest challenges in running jails effectively is to logistically coordinate the movement of people in custody to ensure they receive basic minimum standards. Timely access to clinic appointments, medication, recreation, law library meals, programs and court appearances should be coordinated with daily schedules that factor in all the constraints while optimizing outcomes. DOC and the academic team would seek to spatially optimize the movement of PIC to appointments.

3. Transportation Scheduling: DOC creates manifests for buses which are used for the transportation of people in custody (PIC) to their court appearances at any of the court locations across New York City. These manifests are a list of PIC who need to be on a particular bus. Many considerations regarding PIC characteristics are taken into account when creating these manifests, such as gender, red tag status, housing classification, security risk group membership, and special needs. Assuming all the constraints are known, this process could be automated using optimization, and the manifests could be created automatically on a daily basis. It currently takes about five uniformed MOS a full shift to create these manifests. Optimization and automation would streamline this process and make DOC a more efficient organization.

4. Prioritization and Optimization of Maintenance Requests: Thousands of maintenance requests for DOC’s jails come into DOC’s Facility Maintenance and Repair Division (FMRD) via a work order system. For example, when jail cell doors become inoperable, the housing area uniformed MOS enter a ticket into the workorder system. In other cases, bathroom floors become broken or ventilation systems fail.

Many maintenance requests impact DOC's ability to be in compliance with basic minimum standards for housing areas and therefore need rapid detection and action. However, resources are often stretched thin, and work orders are processed on a first come, first serve basis more often than not. DOC seeks a way to better process and allocate work orders for action that would ensure our priorities are met in real time.

C. Data Sharing and Confidentiality

In each Sub-Task Order for an Engineering Initiative, DOC will indicate which of the datasets it will provide are to be treated as confidential either because they contain personally identifiable data, as modified below, or as a matter of agency practice. This confidential data will be subject to all provisions of the Master Contract related to confidential data, including Appendix A, Section 5.08, as it relates to publication of articles based on the completed Sub-Task Order Projects.

Research initiatives require the sharing of individual-level data of department staff and persons in custody. DOC will give all direct identifiers a pseudonymous ID through a hashing process. These identifiers may include social security number, employee reference number, NYSID, and Book and Case (B&C) Number. Any indirect identifiers (hire date, work location, work title, custody date, detainee status, etc.) may not be disseminated where results in any circumstance are less than 10. The Academic Partner may not present or publish research results that would enable omitted figures to be reverse calculated.

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%	<p>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.</p> <p>Ability to dedicate professors to advise students on the project with an average number of hours to be dedicated every month. There should be as much continuity as possible barring extenuating circumstances.</p> <p>Ability to dedicate students (especially PhD students) to the project with some degree of continuity</p> <p>Ability to respond to emergencies and be on standby for the deployment of algorithms if needed.</p>
<i>Approach and Methodology</i>	30%	Approach to the Research Project and methodologies proposed.
<i>Cost</i>	10%	<p>Cost proposals will be evaluated competitively.</p> <p>The Requestor has allocated \$200,000 for the series of Engineering Initiatives in this research project.</p>

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 per occurrence</p> <p>\$ 1,000,000 personal & advertising injury</p> <p>\$ 2,000,000 aggregate</p> <p>Additional Insureds:</p> <p>City of New York, including its officials and employees</p>

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 Consultants whose Proposals in Response are 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. Awards of the resulting Task Orders are subject to successful negotiation of terms of the Task Orders as provided in the Consortium Contract and the PPB Rules.

Form of No Bid Response**NO BID RESPONSE**

SUBMIT BY RFP RESPONSE DUE DATE

DOC LOGISTICS OPTIMIZATION PROJECT

RFP NAME	REQUESTOR	PROPOSAL IN RESPONSE DUE DATE

To: New York City Department of Correction

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
DOC Logistics Optimization Project
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! *** Provide past examples of such work and sample code or links to GitHub repositories if possible.

*** 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: _____