



**New York City Department of Environmental Protection
Request for Proposals under the Consortium Contract**

Energy Infrastructure – Pathways to Achieve 80x50 Study

I. General Items

A. Invitation to Submit Proposals in Response. The New York City Department of Environmental Protection (“DEP”), with the Mayor’s Office of Sustainability (“MOS”), invites the Consultants under the Town+Gown Master Academic Consortium Contract (the “Consortium Contract”), to submit Proposals in Response for the Energy Infrastructure – Pathways to Achieve 80x50 Study (“Pathways to 80x50 Study” or the “Research Project”) pursuant to the terms and provisions of the Consortium Contract and this Town+Gown Request for Proposals (this “T+G 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 5:00 pm, October 17, 2018, to Joseph Vaicels, Deputy Agency Chief Contracting Officer at DEP, at JVaicels@dep.nyc.gov. Please note that there is a 5 MB file size limit. If a Consultant chooses not to submit a Proposal in Response, such Consultant shall submit a No Bid Response form, (which is attached to this document as Attachment A for the purpose of convenience, and is downloadable from the Town+Gown website at (<http://www1.nyc.gov/site/ddc/about/town-gown-advisory-council.page>) no later than 5 P.M., October 17, 2018, to Joseph Vaicels, Deputy Agency Chief Contracting Officer at DEP, at JVaicels@dep.nyc.gov.

C. Inquiries and Requests from Consultants for Clarification or Explanation. If a Consultant wishes to make an inquiry or request a clarification or explanation with respect to this T+G RFP, such Consultant must make such inquiry or request in writing sent via email ONLY to Joseph Vaicels, Deputy Agency Chief Contracting Officer at DEP, at JVaicels@dep.nyc.gov, no later than 5 P.M., October 03, 2018. In the event DEP, in consultation with MOS, determines that it is necessary to respond to such inquiry or request in writing, such response will be furnished as an addendum to this T+G RFP (an “Addendum”) and will be sent to all Consultants as described below. If DEP, in consultation with MOS, 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 DEP 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 T+G RFP, which will become part of the requirements for such T+G RFP, and sent by Town+Gown to all Consultants to which the T+G RFP was issued. In addition, it will be necessary for such Consultants to acknowledge receipt of an Addendum to a T+G RFP by attaching an original signed copy of the Addendum to its Proposal in Response.

E. The Name and Contact Information of the City Agency Procurement Process Contact. All Proposals in Response, Inquiries or Requests for Clarification or Explanation, and receipts of any Addenda, shall be sent ONLY via email to: Joseph Vaicels, Deputy Agency Chief Contracting Officer, DEP at JVaicels@dep.nyc.gov.

II. Scope of Work

A. General Research Project Description.

New York City (“NYC” or the “City”) has a long-term greenhouse gas (“GHG”) emissions reduction goal of 80% by 2050 (“80x50”). The *NYC Roadmap to 80x50* (“Roadmap to 80x50”) identified the key components to achieving NYC’s GHG goals, which include: (1) implementing significant energy efficiency upgrades to buildings; (2) decarbonizing the energy used on-site for heat and hot water in buildings, which is currently generated primarily from natural gas and oil (e.g., thermal decarbonization); (3) transitioning to a renewables-based wholesale energy supply while maximizing distributed generation locally; and (4) electrifying passenger and light-duty vehicles and increasing the use of low-carbon renewable fuels for its heavy-duty vehicles. The intent of this Research Project is to leverage and build off of the City’s analysis in 2016, which is captured in the report, New York City’s Roadmap to 80x50 (the “City’s 2016 Roadmap to 80x50”). In connection with preparing their Proposals in Response, Consultants should review the City’s 2016 Roadmap to 80x50 to understand what the City has examined to date. The City’s 2016 Roadmap to 80x50 is available to download at: https://www1.nyc.gov/assets/sustainability/downloads/pdf/publications/New%20York%20City's%20Roadmap%20to%2080%20x%2050_Final.pdf.

Achieving the 80x50 goal will require transformational change at all levels of the City’s energy, buildings, transportation and waste systems, starting from how the City generates and distributes energy to how its residents use and consume it.

Building upon the findings and analyses of the Roadmap to 80x50, this Research Project will develop and identify different technical and economic pathways for energy infrastructure and buildings that achieve the end goal of reducing 80% carbon emissions by 2050, including what types of energy infrastructure and building (e.g., utility customer-side) investments need to be made, and at what time these

investments should be made between 2020 and 2050 to support deep decarbonization efforts. As the City, its utility partners, regulators and other stakeholders work together to design and implement programs and policies to achieve these targets, it will be critical that the actions taken are cost-effective, ensure system reliability and are done in coordination with major stakeholders. This Research Project effort will leverage prior relevant work and studies conducted by or for the City and its utility partners, most notably the City's 2016 Roadmap to 80x50.

B. Research Project Objectives.

Objectives

- Leveraging existing work conducted by the City, around the United States and globally, assess different cost-effective options/approaches (including what changes to make and when these changes should be made between 2020 to 2050) to achieve carbon reduction via energy efficiency, thermal decarbonization and electric vehicle (“EV”) adoption and the necessary energy infrastructure investments required to meet NYC’s target of 80% reductions in annual GHG emissions by 2050 based on a 2005 baseline.
- Evaluate the technical and economic feasibility of key levers that are required for each option/approach in order to construct at least three pathways, to be compared across key criteria such as reliability, cost-effectiveness, cumulative emissions reductions, and implementation risks and challenges. Pathways should consist of a specific set of actions to be undertaken over a defined timeframe, considering interdependencies and necessary sequencing. They should be designed to be realistic, but also contrast sufficiently with each other to be illustrative. Pathways are foremost differentiated by actions, not timing, such that a single pathway can encompass multiple timing scenarios (i.e., aggressive implementation, moderate implementation, delayed implementation).
- The Research Project must be completed no later than December 15, 2019.

C. Key Tasks.

1.1. Project management and workshop facilitation

- The Consultant shall perform project management work throughout the entire duration of the Research Project.
- The Research Project Study Team (“Study Team”) will consist of MOS, National Grid (“National Grid”) and the Consolidated Edison Company of New York, Inc. (“Con Edison”; and, with National Grid, the “Utilities”).
- The Consultant shall coordinate with, and provide assistance to, the Study Team for whatever actions are necessary to advance the overall work of the individual tasks. The Study Team will draw on expertise from the Technical Advisory Committee (see Task 1.2).

- To facilitate input and feedback, the Consultant may be asked to develop and convene two (2) to four (4) workshops and other discussions among key stakeholders and relevant subject matter experts.
- The Consultant shall also prepare a project management plan and schedule that includes progress meetings/calls, preparation of associated monthly progress reports, and the facilitation of internal meetings. This project management plan must articulate a clear understanding and allocation of roles, responsibilities, and time dedicated to the Research Project, and clear lines of communication and hierarchy among the Consultant members.
- The Consultant shall also prepare all meeting agendas, materials, presentations, and summaries for bi-weekly calls or in person meetings among the Study Team. Meetings and/or calls may be more or less frequent depending on the specific task, and where the Consultant is in the overall Research Project.
- For materials and analysis presented at each meeting, as well as for draft and final deliverables, the Consultant is expected to clearly explain inputs and assumptions, and provide opportunities for the Study Team to review key inputs/assumptions (e.g., in written form, as an Excel, or as a PowerPoint)
- Consultant should identify the Project Manager before the start of the project.

1.2. Development of a Research Project Technical Advisory Committee

- The Consultant shall help advise the Study Team in the formation of a roughly 15-person Technical Advisory Committee that will provide technical expertise and guidance with respect to the Research Project.
- The Consultant will prepare appropriate materials for all meetings with the Technical Advisory Committee, which will take place on a quarterly basis.
- The Consultant will provide draft deliverables for review by the Technical Advisory Committee, as requested by the Study Team, and gather feedback for discussion with the Study Team.

Deliverables:

1. Project management plan, as described above, including detailed methodology and schedule two (2) weeks after the Notice to Proceed is issued.
2. Regular meetings and preparation of meeting materials and reporting documentation as described above.

2.1. Review existing reports, models and other resources (to be provided to the Consultant by MOS electronically), including, but not limited to:

- The City's 2016 Roadmap to 80x50
- The City's Buildings Technical Working Group report, *One City Built to Last*

- *US National Electrification Assessment* by the Electric Power Research Institute (“EPRI”) as well as the forthcoming NYC-focused version of this study
- *Pathways to Deep Decarbonization in the United States*, by the Energy and Environmental Economics, Lawrence Berkeley National Laboratory, and the Pacific Northwest National Laboratory
- *Gas for Climate* by Ecofys
- National Grid UK’s *Future Energy Scenarios 2016, 2017, 2018*, available at fes.nationalgrid.com
- *Power System Planning Benefits of Hybrid Heating Technologies* by Steve Heinen and Mark O’Malley
- *Optimization of Heat Sector Decarbonization Strategy through Coordinated Operation with Electricity System* by Zhang, Strbac, Djapic, and Teng
- *Electrify Everything? The Role of the Electric Sector in Decarbonization* in the IEEE Power & Energy Magazine July/August 2018 issue [forthcoming]
- *Portland General Electric Decarbonization Study* by Evolved Energy
- *Electrification and Ontario’s Long Term Energy Plan* by ICF
- *The Potential for Renewable Gas. Biogas Derived from Biomass Feedstocks and Upgraded to Pipeline Quality?* By the American Gas Foundation
- *Renewable Gas – Vision for a Sustainable Gas Network*, by National Grid
- *Implications of Policy-Drive Residential Electrification*, by American Gas Association
- New York State Energy Research and Development Authority (“NYSERDA”) studies that MOS deems relevant
- Decarbonization pathways and reports from other localities in the US or globally that MOS deems relevant
- The most recent versions of Consolidated Edison’s Electric Long-Range Plan, Gas Long-Range Plan and Steam Long-Range Plan

2.2. Data to be collected by the Consultant

- Data for one (1) to four (4) single family homes, including heating systems and building characteristics. Consultant should include in their proposal an explanation as to how such data would be collected.
- Relevant data from NYISO, including 2018 Gold Book, and Power Trends report that would highlight the benefits and challenges to decarbonizing the wholesale electric generation fleet
- Electric consumption data for the portion of the Rockaways served by LIPA
- Energy consumption of NYC buildings that do not take any service from Con Edison
- Additional data collection by the Consultant will likely be required. Other inputs identified by the Consultant as necessary for this Research Project must be approved by the Study Team first. Also, please refer to *Section D, Key Inputs/Data to be provided by Study Team*.

2.3 Document Underlying Inputs, Assumptions and Methodologies

- Identify sources of key inputs, e.g. technology costs and cost change rates, energy pricing and change rates, economic and population growth rates, transmission topology etc.
- Identify key modeling frameworks and/or approaches to be used (e.g., NYC measures the carbon intensity of its energy supply by calculating the average GHG intensity of electricity physically delivered to Zone J.)

Deliverables:

1. Based upon the review of the studies and assumptions, a memo that summarizes key insights, inputs, methodologies and approaches that could be relevant to and should inform the approach of the Research Project, as well as areas that require further investigation and a priority list of specific measures (e.g., levers) that will be evaluated for Task 3.
2. If needed, the Consultant should provide an updated project management plan, including any revisions to methodology and approach based upon their review of these studies.

3.1. Develop and assess at least three (3) paths, optimizing for feasibility, reliability, cost, and cumulative emissions reductions to achieve the 80x50 goal

One path should assess and build off what has been identified in NYC's Roadmap to 80x50 study. The Consultant must develop a detailed framework to assess the technical and economic feasibility of the requirements that are necessary to achieve each path. Paths must consider determining the cost, impacts and feasibility of known measures and policies (e.g., New York State Clean Energy Standard, New York State Energy Efficiency targets and Storage Roadmap, New York Independent System Operator planning studies, etc.) and develop and apply a methodology to determine the potential future feasibility, impact on reliability and cost relative to GHG abatement of alternative interventions to achieve the 80x50 goal.

Paths should include, but are not limited to, examining the following levers. Additional levers may be identified by the Consultant or Study Team.

- Different technology options/approaches to maximize building energy efficiency across different building typologies (e.g., building envelope, building management systems, thermal recovery and storage, building steam distribution system, alternative metering/billing, district systems,), as well as the respective costs of these options.
- Different technology options/approaches that result in decarbonization of on-site building heating and hot water systems via fuel switching or modification (e.g., thermal electrification – all heat pumps including ground source heat pumps, biogas, renewable

- gas/hydrogen, hybrid systems, low-carbon district systems, steam system), as well as the respective costs to each stakeholder, including customers of these options.
- Approaches to integrate EVs in keeping with the relevant sustainable mode shift to transit, walking and biking at rates needed to meet the 80x50 target, including the role of emerging technologies in vehicle electrification (e.g., vehicle to grid technology and mobile battery storage) and enabling investments (e.g., charging station deployment).
 - Scale and role of distributed electricity generation/Distributed Energy Resources (“DERs”) (e.g., solar photovoltaic (“PV”), distribution-level storage, fuel cells and renewable gas needed to meet the 80x50 target.
 - Investments, and the costs associated with each investment, needed to ensure that energy transmission and distribution infrastructure can support each path while ensuring reliability and safety of the system (e.g., for gas, electric, and steam systems, including substation and feeder investments, changes to operation and maintenance, etc.).
 - Energy supply investments (e.g., generation, transmission, renewable fuels and infrastructure, utility-scale storage) needed to support each path, including taking into account any reliability requirements.

Deliverables:

1. Framework that assesses the technical and economic feasibility of at minimum, the different levers discussed in Task 3.1.
2. Development of at least three (3) distinctive paths that achieve the 80x50 goal for the City. Paths should be shared with the Study team as a presentation with technical documentation and explanation in a written document supplemented by Excel spreadsheets as necessary. Details for each path should include:
 - Development of sequence and timing to implement electrification (including buildings and transportation), energy efficiency, renewables-based gas and electric grid (including role of renewables and storage solutions at wholesale and distribution level) and alternative fuels and district systems, including temporal solution adoption milestones (e.g., threshold adoption/penetration rates roughly every five (5) years from 2020 to 2050) that can help assess whether the City is on track to meet the 80x50 target.
 - Development of a sequence of how the energy supply mix and transmission needs must change over time in order to meet the 2050 target, and strategies to achieve those changes (to the extent existing federal, state and local policies will not achieve those changes).
 - How impacts of electrification (building and vehicle) and energy efficiency will affect demand placed on generation, transmission, and distribution infrastructure for electric, gas, and steam, including seasonal, daily and hourly use and peak demand impacts, roughly every five (5) years from 2020 to 2050.

- Quantification of GHG reductions that can be achieved, including cumulative GHG emissions and annual GHG emissions.
- Develop and assign a cost associated with each lever to reduce a standard unit of (annual and cumulative) carbon dioxide equivalent (e.g., ton), to support comparison of cost-effectiveness among the different levers
- Evaluation of costs, including cost to ratepayers, cost to private sector and cost to public sector, taking into account incremental and sunk costs. The Consultant will provide appropriate inputs to the Utilities' rate models in order to generate potential ratepayer impacts. Building-level costs are considered private sector costs unless otherwise defined by the Study Team.
- High-level assessment of each path's key risks/obstacles (and options to mitigate these risks), as well as any major co-benefits, but this is a second-order priority.
- Identify key regulations, laws, policies etc. that could be modified to accelerate progress toward the 80x50 goal.
- Identify and if possible quantify non-carbon related benefits and dis-benefits that arise from the paths (e.g. reduced criteria pollutants; lower or higher customer bills; improved comfort; impacts on low- and moderate-income customers, etc.)
- Identify any general key insights for each path.

4.1. Identify essential elements, key insights, and key tradeoffs among paths

- Out of all of the paths developed, identify essential elements that NYC and the Utilities will need to achieve the 80x50 target.
- Compare trade-offs across paths, and after consultation with the Study Team, consider identifying a recommended path or paths, which may include some optionality across multiple identified paths so that NYC may optimize its long-term decarbonization strategy depending on the future market, technology and other developments.
- Identify key insights for all of the paths.

Deliverables:

1. Criteria framework that will guide the comparison of trade-offs among paths
2. Presentation and/or written document that discusses the key tradeoffs and differences among the three (3) identified paths, including in terms of cost, timing, implementation challenges, impact on electric, steam or gas system reliability, and uncertainties, among other characteristics. The presentation and/or written document should also identify any essential steps or must-haves that are common across all paths.

5.1. Develop an optimization model, based upon data and analysis gathered during the study, to solve for ideal decarbonization pathways to meet 80x50 that can be used by NYC, Con Ed and National Grid. The model will seek an optimal solution subject to user defined constraints (e.g.

different adoption levels and intensities of energy efficiency, electrification, storage, renewable gas, carbon capture and sequestration, etc.).

- The tool will be comprised of a user-friendly front end, preferably in Microsoft Excel, allowing for adjustments to input variables, including at a minimum:
 - Cost data on the various technological components needed to achieve the required GHG targets (including but not limited to: costs of implementing electrification measures, renewable penetrations, transmission and distribution costs) at customer (building) and utility levels.
 - Technical constraints such as maximum achievable penetrations of electrification, energy efficiency, renewable penetration, transmission and other technologies that help meet the 80 X 50 target, based upon the study findings
 - GHG reduction targets, including known interim goals.
- The tool should have the functionality to optimize one or more components not specifically set by the user, for example;
 - Solving for renewable penetration (both wholesale and behind the meter) when all other variables are fixed.
 - Solving for the optimal mix of measures, subject to milestones when the costs of one or more of those measures are adjusted from base assumptions.
- The tool will output scenario summaries including at a minimum;
 - Total cost and penetration figures by measure by year.
 - Adoption rates by technology types across different sectors (including but not limited to buildings, transportation and waste).
 - GHG emissions reductions by sector by year, annual and cumulative (including but not limited to buildings, transportation and waste).
 - Cost associated with each lever to reduce a standard unit of carbon dioxide equivalent (CO₂e) (annual and cumulative)
 - Annual energy use and seasonal peak by commodity by year (for steam, gas and electric)

Deliverable:

1. Model that meets the criteria and capabilities described above.

6.1. Prepare draft deliverables, including detailed draft technical memorandum, draft presentation and supporting worksheets

Draft deliverables should explain in detail the inputs, assumptions, methodologies, and findings associated with this Research Project, including and building off of the analysis and deliverables from Task 3.1. This document must be provided in both paper and digital format for the Study Team as the audience.

Deliverables:

1. Detailed draft technical memo that explains the assumptions, key inputs, methodology used to complete this Research Project and the key findings. Memo should specifically address how levers were evaluated and how the paths were developed and any other considerations or constraints associated with the key findings. A draft of the memo at 90% completion (with opportunity for Study Team review and feedback) should be provided.
2. A draft presentation (in PowerPoint) version of the draft technical memo.
3. Back up data and analysis, including summary Excel spreadsheets and supplementary technical memos that clearly identify inputs, assumptions, and equations that led to the analytical outcomes associated with each path and main outputs associated with the Research Project, as discussed in Task 3.1. (e.g., cost, timing, sequence, cumulative GHG emissions, key risks, etc.).

7.1 Prepare public-facing report

The public-facing report must summarize the general approach and key findings for this Research Project, including discussion of the developed pathways. The report must also include a summary of long-term pathway options for buildings. It must be provided in paper and digital format, for a general audience. Therefore, any Confidential Data used in the public-facing report must be aggregated and anonymized. A PowerPoint version of the public-facing report that highlights the key findings should also be prepared.

Deliverables:

1. Public-facing report, including a report or presentation at 50% completion, report at 90% completion (with opportunity for Study Team review and feedback) and final report (as described in Task 6.1.). The Report must be provided in Microsoft Word document format in both paper and digital formats.
2. A presentation (in PowerPoint) version of the public-facing report that highlights the key approach and findings.

D. Key Inputs/Data to be Provided by Study Team.

All data from the list below should be treated as confidential. Please see Section IV, part D below regarding treatment of confidential data.

- MOS to provide:
 - Outputs from the City's Roadmap to 80x50 study including:
 - Building Energy Model: An Excel-based model that scales the deep energy retrofit paths identified in the Buildings Technical Working Group across all buildings citywide and allows users to change the percentage of buildings that pursue

- different paths, as well as the number of buildings that convert to biofuel, impact of energy code updates to reduce energy use in new construction, adoption of distributed solar PV, and district thermal systems to calculate the 2050 emissions and energy use by building sector.
- 2050 Decision Model: An Excel-based model that scales the 80x50 strategies across Buildings, Energy Supply, Transportation and Waste sectors, and allows for users to change the adoption rate of those strategies to understand the GHG impact through 2050.
 - Community Energy Planning Model: A geospatial assessment of the technical potential of a range of energy resources (e.g., combined heat and power (“CHP”), combined cooling, heating and power (“CCHP”), solar, wind, water source heat pumps, geothermal) and incorporates a prioritization methodology that considers electricity, heating and cooling density at the block level in addition to social risk and vulnerability factors.
 - Energy supply outputs, generated from a least-cost economic dispatch model, including fuel mix and carbon intensity of the New York Independent System Operator (“NYISO”) and the energy supply for NYC every five (5) years between 2016 to 2050 across eight (8) scenarios.
 - Outputs of transportation model scenarios and impacts of different “action bundles” (developed via the NYMTC Best Practice Model), such as:
 - City-controlled transit expansion and access improvements
 - Transit expansion and service investment outside City control
 - Walking investments
 - Biking investments
 - Prioritization of street space to low-carbon modes
 - Technology (user side): transportation demand management and increasing travel choices
 - Technology (City side): data analytics, network efficiency and congestion relief
 - Pricing strategies: parking, new tolls and/or discounts and/or taxes and/or cordon charges
 - Shared mobility and reduced private vehicle ownership
 - Autonomous vehicles and limiting vehicle miles traveled (“VMT”)
 - Inputs and outputs to the City’s Buildings Technical Working Group, as discussed in the report, *One City Built to Last*, including:
 - Development of 21 building typologies based on building use, height, and age assigned by Borough, Block, and Lot to all properties in NYC as of 2015. These typologies indicate a higher likelihood of certain building systems.

- Assumptions of energy use by type and end use for each building typology using the 2014 GHG Inventory and Local Law 87 energy audit data.
 - Energy savings, costs, and GHG savings for nearly 100 low to medium Energy Conservation Measures (“ECMs”) as developed by a team of engineers, architects and industry experts.
 - Deep energy retrofit paths that achieve 40% to 60% energy reductions in eight (8) typologies representing about 65% of the building area. Four (4) paths for each typology were developed with industry experts that emphasized optimizing existing systems, converting to hydronic distribution, electrifying heating, and recladding.
 - Assumptions for population and building area growth by building typology by 2050.
 - Outputs from the *Deep Energy Retrofit Analysis Tool* Study
 - City datasets, including:
 - Local Law 84 Benchmarking Data (2010-2016) - energy use by type for all properties required to benchmark, which generally includes all properties over 50,000 square feet and City buildings over 10,000 square feet.
 - Local Law 87 Energy Audit Data (2013-2016) - data collected for all properties that have been required to complete energy audits. Properties, generally over 50,000 square feet, are required to complete energy audits once every ten (10) years. This data includes building systems, energy use by end use, and recommended energy conservation measures.
 - Department of Citywide Planning PLUTO dataset with Borough Block and Lot, Building Classification, Building Area, etc. for NYC properties.
 - Data on vehicle miles traveled, number of vehicles, occupancy of vehicles, gasoline/fuel consumption of vehicles, mode share, number of trips, and projected EV adoption needed to achieve the 80x50 goal.
 - Data related to EV adoption and projected utilization
 - Other data as determined by Research Project needs
- National Grid to provide, subject to the terms and provisions of the Non-Disclosure Agreement in Attachment B:
 - Gas consumption data for National Grid’s service territory in New York City, including a proxy for hourly peak demand and average gas consumption for different customer segments and geographies as determined to be relevant by the Study Team
 - Long-range planning forecasts for the City for gas consumption
 - Energy efficiency potential and projected uptake/adoption data (gas), if available and deemed valid by National Grid
- Con Edison to provide, subject to the terms of the Non-Disclosure Agreement in Attachment C:
 - 2018-2038 base forecasts for electric (winter and summer), gas (daily) and steam (winter and summer), including peak demands and projected sales volumes for NYC

- Reserve requirements for electric supply, incremental generation, transmission and distribution capital and operations and maintenance cost assumptions, and levelized costs of energy (“LCOE”) for renewable energy resources
- Average energy consumption (gas, electric, steam) for small, medium, and large commercial and residential customers for Con Edison’s NYC service territory
- Energy efficiency potential and projected uptake/adoption data (gas, electric), if available and deemed valid by Con Edison

III. Format and Contents of the Proposal in Response

The Proposal in Response must be in a form that conforms to Appendix C to the Consortium Contract, which template form is attached to this document as Attachment D for the purpose of convenience. That template form is also downloadable from the Town+Gown 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 since Appendix C anticipates the accepted Proposal in Response will form the basis of the Task Order.

In Section 2.3 of the Proposal in Response, Consultants should also itemize from a cost perspective each major component of their Proposal in Response.

IV. Evaluation Criteria and Evaluation Procedures

A. Criteria.

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

Criteria	Weight	Description
Experience	30%	<i>Balanced experience, including prior relevant work/projects focused on large cities, and individual team member capabilities (e.g., projects, publications, etc.) with respect to the range of disciplines and issues covered in the Research Project. Expertise in the bulk power system, including wholesale electric and gas systems (e.g., generation and transmission) and market dynamics, in addition to familiarity with electric and gas distribution systems, and distributed generation, building heating and electricity systems, building envelopes and retrofits, district systems, EVs, and innovative technologies, including but not limited to, bioenergy, biogas, renewable gas, storage and carbon capture and sequestration.</i>

		<i>Skills and expertise relevant to the NYC market are preferable, including familiarity with existing MOS buildings and energy initiatives, e.g., the Roadmap to 80x50 and the Buildings Technical Working Group.</i>
<i>Project Management Plan</i>	20%	<i>Plan that articulates a clear understanding and allocation of roles, responsibilities, and time dedicated to the Research Project, and clear lines of communication and hierarchy among the Consultant team members.</i>
<i>Approach and Methodology</i>	40%	<i>Approach to the Research Project, including quantitative modeling capabilities (e.g., specific platforms and ability to integrate generation, transmission, distribution and building level inputs), proposed methodologies and ability to meet the Research Project completion deadline.</i>
<i>Cost</i>	10%	<i>As discussed above in Section III, the Proposal in Response must include an itemized cost estimate that accounts for each major component/task. It is estimated that this project will cost between \$500,000 and \$1,500,000. Cost proposals will be evaluated competitively.</i>

B. Basis of Award.

DEP, in consultation with the Study Team, 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 T+G 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 New York City Procurement Policy Board Rules (“PPB Rules”).

C. Anticipated Payment Structure.

DEP and MOS anticipate lump sum payments for all services and deliverables associated with the Task Order resulting from this T+G RFP. MOS, DEP, and the Consultant will negotiate the exact amount the Consultant will be paid for each deliverable listed in Section II(C) above (“Key Tasks”). The Consultant will be paid the agreed upon amount as each deliverable is considered complete by MOS. MOS and DEP will consider suggestions by the Consultants for incremental payment milestones within each deliverable. MOS and DEP reserve the right to select any alternative payment structure that is in the City’s best interest.

D. Other Considerations.

1. DEP's Election of Optional Provisions under the Consortium Contract.

Sections 5.05, 5.08 and 6.01 of Appendix A to the Consortium Contract permit DEP to elect alternative provisions in Appendix A to apply to this T+G RFP. DEP has elected the alternative provisions below, which are repeated below for the sake of convenience. Please refer to these provisions in the Consortium Contract.

Section 5.05 Removal of Records from Premises. Where performance of the Consortium Contract and any applicable Task Order involves use by the Consultant of any City books, records, documents, or data (in hard copy, or electronic or other format now known or developed in the future) at City facilities or offices, the Consultant shall not remove any such data (in the format in which it originally existed, or in any other converted or derived format) from such facility or office without the prior written approval of an Authorized Representative of the Practitioner Partner. Upon the request by the Practitioner Partner at any time during the Consortium Contract and applicable Task Order or after the Consortium Contract and applicable Task Order have expired or terminated, the Consultant shall return to the Practitioner Partner any City books, records, documents, or data that has been removed from the Practitioner Partner's premises.

Section 5.08 Confidentiality.

A. The Consultant agrees to hold confidential, both during and after the completion or termination of the Consortium Contract and applicable Task Order, all of the reports, information, or data, furnished to, or prepared, assembled or used by, the Consultant under the Consortium Contract and applicable Task Order. The Consultant agrees that such reports, information, or data shall not be made available to any person or entity without the prior written approval of the Practitioner Partner. The Consultant agrees to maintain the confidentiality of such reports, information, or data by using a reasonable degree of care, and using at least the same degree of care that the Consultant uses to preserve the confidentiality of its own confidential information. In the event that the data contains social security numbers or other Personal Identifying Information, as such term is defined in Paragraph B of this Section 5.08 ("Personal Identifying Information"), the Consultant shall utilize best practice methods (e.g., encryption of electronic records) to protect the confidentiality of such data. The obligation under this Section 5.08 to hold reports, information or data confidential shall not apply where the City would be required to disclose such reports, information or data pursuant to the State Freedom of Information Law ("FOIL"), provided that the Consultant provides advance notice to the Practitioner Partner, in writing or by e-mail, that it intends to disclose such reports, information or data and the Practitioner Partner does not inform the Consultant, in writing or by e-mail, that such reports, information, or data are not subject to disclosure under FOIL.

B. The Consultant shall provide notice to the Practitioner Partner within three (3) Days of the discovery by the Consultant of any breach of security, as defined in Administrative Code § 10-501(b), of any data, encrypted or otherwise, in use by the Consultant that contains Personal Identifying Information, where such breach of security arises out of the acts or omissions of the Consultant or its employees, Subcontractors, or agents. Upon the discovery of such security breach, the Consultant shall take reasonable steps to remediate the cause or causes of such breach, and shall provide notice to the Practitioner Partner of such steps. In the event of such breach of security, without limiting any other right of the City, the Practitioner Partner shall have the right to withhold further payments under the Consortium Contract and applicable Task Order for the purpose of set-off in sufficient sums to cover the costs of notifications and/or other actions mandated by any Law, or administrative or judicial order, to address the breach, and including any fines or disallowances imposed by the State or federal government as a result of the disclosure. The City shall also have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the costs of credit monitoring services for the victims of such a breach of security by a national credit reporting agency, and/or any other commercially reasonable preventive measure. The Practitioner Partner shall provide the Consultant with written notice and an opportunity to comment on such measures prior to implementation. Alternatively, at the discretion of the Practitioner Partner, or if monies remaining to be earned or paid under the applicable Task Order are insufficient to cover the costs detailed above, the Consultant shall pay directly for the costs, detailed above, if any.

C. The Consultant shall restrict access to confidential information to persons who have a legitimate work-related purpose to access such information. The Consultant agrees that it will instruct its officers, employees, and agents to maintain the confidentiality of any and all information required to be kept confidential by this Consortium Contract.

D. The Consultant, and its officers, employees, and agents shall notify the Practitioner Partner, at any time either during or after completion or termination of the Consortium Contract and applicable Task Order, of any intended statement to the press or any intended issuing of any material for publication in any media of communication (print, news, television, radio, Internet, etc.) regarding the services provided or the data collected pursuant to the Consortium Contract and applicable Task Order at least twenty-four (24) hours prior to any statement to the press or at least five (5) Days prior to the submission of the material for publication, or such shorter periods as are reasonable under the circumstances. The Consultant may not issue any statement or submit any material for publication that includes confidential information covered by this Section 5.08.

E. At the request of the Practitioner Partner, the Consultant shall return to the Practitioner Partner any and all confidential information in the possession of the Consultant or its Subcontractors. If the Consultant or its Subcontractors are legally required to retain any confidential information, the Consultant shall notify the Practitioner Partner in writing and set forth the confidential information that

it intends to retain and the reasons why it is legally required to retain such information. The Consultant shall confer, in good faith, with the Practitioner Partner regarding any issues that arise from the Consultant retaining such confidential information. If the Practitioner Partner does not request such information, or the Law does not require otherwise, such information shall be maintained in accordance with the requirements set forth in Section 5.02.

F. A breach of this Section 5 shall constitute a material breach of this Consortium Contract for which DDC and the Practitioner Partner may terminate the Consortium Contract and applicable Task Order pursuant to Article 10. The Practitioner Partner reserves any and all other rights and remedies in the event of unauthorized disclosure.

Section 6.01 Copyrights.

1. Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to the Consortium Contract and applicable Task Order, and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to the Consortium Contract and applicable Task Order, shall upon their creation become the exclusive property of the Practitioner Partner.

2. Any reports, documents, data, photographs, deliverables, and/or other materials provided pursuant to the Consortium Contract and applicable Task Order (“Copyrightable Materials”) shall be considered “work-made-for-hire” within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101 et seq. (the “Copyright Act”), and the Practitioner Partner shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as “work-made-for-hire,” the Consultant hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the Practitioner Partner, free and clear of any liens, claims, or other encumbrances. The Consultant shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Consultant for no purpose other than in the performance of the Consortium Contract and applicable Task Order without the prior written permission of the Practitioner Partner. The Practitioner Partner may grant the Consultant a license to use the Copyrightable Materials on such terms as determined by the Practitioner Partner and set forth in the license.

3. The Consultant acknowledges that the City may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Consultant shall fully cooperate in this effort, and agrees to provide any and all documentation necessary to accomplish this.

4. The Consultant represents and warrants that the Copyrightable Materials: (i) will be

wholly original material not published elsewhere (except for material that is in the public domain); (ii) will not violate any copyright Law; (iii) will not constitute defamation or invasion of the right of privacy or publicity; and (iv) will not be an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, either the Consultant shall have either obtained all necessary permissions and clearances, in writing, for the use of such non-original material under the Consortium Contract and applicable Task Order, copies of which shall be provided to the Practitioner Partner upon execution of an applicable Task Order or such non-original material is within the fair use exception to the Copyright Act, based on the purpose and character of the use and the amount and substantiality of the particular use involved.

5. If the services under this Consortium Contract are supported by a federal grant of funds, the federal and State governments reserve a royalty-free, non-exclusive irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for federal or State government purposes, the copyright in any Copyrightable Materials developed under this Consortium Contract.

6. If the Consultant publishes a work dealing with any aspect of performance under this Consortium Contract, or with the results of such performance, the City shall have a royalty-free, non-exclusive irrevocable license to reproduce, publish, or otherwise use such work for City governmental purposes.

2. 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 DEP. 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"> <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	\$_____ per claim

If awarded the Task Order under this T+G RFP, the Consultant must maintain, and ensure that all of its subcontractors maintain, Workers’ Compensation Insurance, Disability Benefits, and Employer’s Liability Insurance in accordance with the Laws of New York State on behalf of, or with regard to, all employees providing services under the Task Order resulting from this T+G RFP. All subcontractors to the Consultant are subject to all of the terms and conditions of the Consortium Contract, including Appendix A.

3. Confidentiality.

All data provided by the Utilities, and data provided by the City and marked confidential in Section II(D) above will be deemed confidential (“Confidential Data”). The Task Order resulting from this T+G RFP will include provisions requiring that the Consultant not disclose the Confidential Data. In addition, all of the reports, information, and data, furnished to, or prepared, assembled or used by, the Consultant for this Research Project shall be kept confidential and not be made available to any person or entity without the prior written approval of the Study Team.

The Consultant shall indicate in its Proposal in Response how it will keep the Confidential Data and related outputs and deliverables from being released to the public. In addition, the Consultant shall indicate how it shall protect the Confidential Data while using it solely for the purposes of this Research Project. DEP and MOS reserve the ability to negotiate the terms and requirements regarding all Confidential Data in the Task Order resulting from this T+G RFP and will require the Consultant and its subconsultants, if necessary, to fully execute Confidentiality Memorandums of Understanding (“MOUs”)

for City data that is confidential as noted above in Section II(D) and/or Non-disclosure Agreements (“NDAs”) for the Utilities’ data that is confidential as noted above in Section II(D), prior to granting the Consultant and its subconsultants, if applicable, access to the Confidential Data. See Attachments B and C for the Utilities’ NDAs.

4. 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) of the Consortium Contract) 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) of the Consortium Contract). 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.

5. Completion of Research Project.

The Research Project must be completed no later than December 15, 2019.

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 Master 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__

National Grid Non-Disclosure Agreement template

NON-DISCLOSURE AGREEMENT

This **Non-Disclosure Agreement** (“**Non-Disclosure Agreement**”) dated as of _____, 20__ (the “*Effective Date*”), between [_____] (the “*Consultant*”), a [_____] [corporation][limited liability company][limited liability partnership] having offices at [_____] and **The Brooklyn Union Gas Company d/b/a National Grid NY** d/b/a National Grid (“*National Grid*”), a Massachusetts corporation, having offices at with an office at One MetroTech Center Brooklyn, NY 11201 (each, individually, a “*Party*” and, collectively, the “*Parties*”).

RECITALS

WHEREAS, the Parties and their respective Affiliates (as such term is defined below) possess certain confidential and proprietary Information (as such term is defined below); and

WHEREAS, each Party may elect, in its sole discretion, to disclose Information to the other Party, its Representatives (as such term is defined below) or its Affiliates in connection with [_____] (the “*Purpose*”), subject to the terms and conditions of this Non-Disclosure Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Certain Definitions.

The term “*Information*” means

all financial, technical and other non-public or proprietary information which is furnished or disclosed orally, in writing, electronically or in other form or media by the Disclosing Party, its Representatives or its Affiliates to the Recipient, its Representatives or its Affiliates in connection with the Purpose and that is described or identified (at the time of disclosure) as being non-public, confidential or proprietary, or the non-public or proprietary nature of which is apparent from the context of the disclosure or the contents or nature of the information disclosed; and

all memoranda, notes, reports, files, copies, extracts, inventions, discoveries, improvements or any other thing prepared or derived from the information described in 0, above.

The term “*Recipient*” means a Party to whom the other Party, its Representatives or its Affiliates discloses Information in its possession.

The term “*Disclosing Party*” means the Party disclosing Information in its possession, or on whose behalf Information is disclosed, to a Recipient.

The term “*Representative(s)*” means the officers, directors, managers, partners, members, shareholders, employees, agents, attorneys, accountants, contractors and advisors of a Party or its Affiliates.

The term “*Affiliate*” means any person controlling, controlled by, or under common control with, any other person; “control” shall mean the ownership of, with right to vote, 50% or more of the outstanding voting securities, equity, membership interests, or equivalent, of such person.

. *Permitted Disclosure.* Recipient shall receive all Information in strict confidence, shall exercise reasonable care to maintain the confidentiality and secrecy of the Information, and, except to the extent expressly permitted by this Non-Disclosure Agreement, shall not divulge Information to any third party without the prior written consent of the Disclosing Party. The foregoing notwithstanding, the Recipient may disclose Information to its Representatives and Affiliates to the extent each such Representative and Affiliate has a need to know such Information for the Purpose contemplated by this Non-Disclosure Agreement and agrees to observe and comply with the obligations of the Recipient under this Non-Disclosure Agreement with regard to such Information. The Recipient shall immediately notify the Disclosing Party regarding, and shall be responsible hereunder for, any breach of the terms of this Non-Disclosure Agreement to the extent caused by any of its Representatives.

. *Exclusions from Application.*

This Non-Disclosure Agreement shall not apply to Information that,

at the time of disclosure by or on behalf of the Disclosing Party hereunder, is in the public domain, or thereafter enters the public domain without any breach of this Non-Disclosure Agreement by the Recipient or any of its Representatives or Affiliates,

is rightfully in the possession or knowledge of Recipient, its Representatives or its Affiliates prior to its disclosure by or on behalf of the Disclosing Party,

is rightfully acquired by Recipient, its Representatives or its Affiliates from a third party who is not under any obligation of confidence with respect to such Information, or

is developed by Recipient, its Representatives or its Affiliates independently of the Information disclosed hereunder by or on behalf of the Disclosing Party (as evidenced by written documentation).

Production of Information. The Recipient agrees that if it, or any of its Representatives or Affiliates, is required by law, by a court or by other governmental or regulatory authorities (including, without limitation, by oral question, interrogatory, request for information or documents, subpoena, civil or criminal investigative demand or other process) to disclose any of the Disclosing Party's Information, the Recipient shall provide the Disclosing Party with prompt notice of any such request or requirement, to the extent permitted to do so by applicable law, so that the Disclosing Party may seek an appropriate protective order or waive compliance with the provisions of this Non-Disclosure Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, the Recipient (or any Representative or Affiliate of the Recipient) is, in the opinion of its counsel, legally compelled to disclose such Information, the Recipient may disclose, and may permit such Representative to disclose, that portion of the Information which its counsel advises must be disclosed and such disclosure shall not be deemed a breach of any term of this Non-Disclosure Agreement. In any event, the Recipient shall use (and, to the extent applicable, shall cause its Representatives and Affiliates to) use reasonable efforts to seek confidential treatment for Information so disclosed if requested to do so by Disclosing Party, and shall not oppose any action by, and shall reasonably cooperate with, the Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Information.

Scope of Use. Recipient shall, and shall cause its Representatives and Affiliates to, use Information disclosed by or on behalf of the Disclosing Party solely in connection with the Purpose and shall not, and shall cause its Representatives and Affiliates not to, use, directly or indirectly, any Information for any other purpose without the Disclosing Party's prior written consent.

No Representations; No Rights Conferred. Disclosing Party makes no representations or warranties, express or implied, with respect to any Information disclosed hereunder, including, without limitation, any representations or warranties as to the quality, accuracy, completeness or reliability of any such Information; all such representations and warranties are hereby expressly disclaimed. Neither the Disclosing Party nor its Representatives or Affiliates shall have any liability whatsoever with respect to the use of, or reliance upon, the Information by the Recipient, its Representatives or its Affiliates. Neither Recipient, its Representatives nor its Affiliates shall acquire any rights in Information by virtue of its disclosure hereunder. No license to Recipient, its Representatives or its Affiliates under any trademark, patent, or other intellectual property right, is either granted or implied by the disclosure of Information under this Non-Disclosure Agreement.

Return or Destruction of Information. Recipient shall return and deliver, or cause to be returned and delivered, to the Disclosing Party, or destroy or cause to be destroyed (with certification of destruction delivered to Disclosing Party), all tangible Information, including copies and abstracts thereof, within thirty (30) days of a written request by the Disclosing Party (a

“Request”). The foregoing notwithstanding, Recipient may retain one copy of such Information for archival purposes only and subject to compliance with the terms of this Non-Disclosure Agreement. Notwithstanding the foregoing, each Party agrees that the Recipient shall not be required to return to the Disclosing Party, or destroy, copies of Disclosing Party’s Information that (A) reside on the Recipient’s or its Affiliates’ backup, disaster recovery or business continuity systems, or (B) that the Recipient or its Affiliates are obligated by applicable law and/or governmental regulations to retain. The Recipient agrees that, following its receipt of the Request, it shall neither retrieve nor use the Disclosing Party’s Information for any purpose other than that specified in clause (B) above.

. No Partnership, Etc. Nothing contained herein shall bind, require, or otherwise commit a Party (or any Affiliate thereof) to proceed with any project, sale, acquisition, or other transaction of or with the other Party or any other entity. No agency, partnership, joint venture, or other joint relationship is created by this Non-Disclosure Agreement. Neither this Non-Disclosure Agreement nor any discussions or disclosures hereunder shall prevent any Party from conducting similar discussions with other parties or performing work, so long as such discussions or work do not result in the disclosure or use of Information in violation of the terms of this Non-Disclosure Agreement. The terms of this Non-Disclosure Agreement shall not be construed to limit any Party’s right to independently engage in any transaction, or independently develop any information, without use of any other Party’s Information.

. Term and Termination. Recipient’s obligations and duties under this Non-Disclosure Agreement shall have a term of [] [()] years from the Effective Date (the “Term”) but in no event will the confidentiality obligations herein terminate less than one (1) year from the date of the last disclosure.. Either Party may terminate this Non-Disclosure Agreement by written notice to the other Party. Notwithstanding any such termination, all rights and obligations hereunder shall survive for the Term for all Information disclosed prior to such termination.

. Injunctive Relief. The Parties acknowledge that a breach of this Non-Disclosure Agreement by Recipient may cause irreparable harm to the Disclosing Party for which money damages would be inadequate and would entitle the Disclosing Party to injunctive relief and to such other remedies as may be provided by law.

. Governing Law; Consent to Jurisdiction. This Non-Disclosure Agreement shall be governed and construed in accordance with the laws of the State of New York without regard to the principles of the conflict of laws contained therein. Each Party hereby submits to the personal and subject matter jurisdiction of the courts of the State of New York for the purpose of interpretation and enforcement of this Non-Disclosure Agreement.

. Amendments. This Non-Disclosure Agreement may be amended or modified only by an instrument in writing signed by authorized representatives of all Parties.

. Assignment. This Non-Disclosure Agreement may not be assigned without the express written consent of all Parties hereto; provided, however, that any Party may assign this Non-Disclosure Agreement to an Affiliate of such Party without the consent of any other Party.

Severability. Whenever possible, each provision of this Non-Disclosure Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by, or determined to be invalid under, applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Non-Disclosure Agreement. All obligations and rights of the Parties expressed herein shall be in addition to, and not in limitation of, those provided by applicable law.

Entire Agreement. This Non-Disclosure Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof, and any and all previous representations or agreements with respect to such subject matter, either oral or written, are hereby annulled and superseded.

Consents and Waivers. Any consent or waiver of compliance with any provision of this Non-Disclosure Agreement shall be effective only if in writing and signed by an authorized representative of the Party purported to be bound thereby, and then such consent or waiver shall be effective only in the specific instance and for the specific purpose for which it is given. No failure or delay by any Party in exercising any right, power or privilege under this Non-Disclosure Agreement shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other exercise of any other right, power or privilege hereunder.

No Publicity. No Party shall (and each Party shall ensure that its Representatives and Affiliates do not) issue any press release or make any other public announcement regarding the existence of this Non-Disclosure Agreement or any discussions among the Parties regarding the Purpose without the prior written consent of all Parties.

Notices. Where written notice is required by this Non-Disclosure Agreement, such notice shall be deemed to be given when delivered personally, mailed by certified mail, postage prepaid and return receipt requested, or by facsimile or electronic mail, as follows:

To National Grid:

[_____]
Attn: _____

To [_____]:

[_____]
Attn: _____

Counterparts. This Non-Disclosure Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Non-Disclosure Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Non-Disclosure Agreement and of signature pages by facsimile or other electronic transmission (including, without limitation, exchange of PDFs by electronic mail) shall constitute effective execution and delivery of this Non-Disclosure Agreement as to the Parties and may be used in lieu of the original Non-Disclosure Agreement for all purposes. Signatures of the Parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for all purposes. In proving this Non-Disclosure Agreement it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

IN WITNESS WHEREOF, this Non-Disclosure Agreement has been executed by authorized representatives of the Parties as of the date first above written.

The Brooklyn Union Gas Company d/b/a [_insert legal name of Consultant]
National Grid NY

By: _____
Name:
Title:

By: _____
Name:
Title:

Con Edison Non-Disclosure Agreement template

CONFIDENTIALITY AGREEMENT

Date: _____, 2018

Name and address of the "RECEIVING PARTY": _____

This Confidentiality Agreement, effective as of the date first written above, is between Consolidated Edison Company of New York, Inc. ("CON EDISON") and the RECEIVING PARTY identified above.

WHEREAS, in connection with the RECEIVING PARTY's performance of a decarbonization study for the City of New York to identify possible approaches for the City of New York to achieve its goal to reduce greenhouse gas emissions (the "Project");

WHEREAS, in connection with the foregoing, the RECEIVING PARTY deems it necessary to review and analyze certain CON EDISON data;

WHEREAS, CON EDISON considers such data to be sensitive and confidential and such information shall be treated as "CONFIDENTIAL INFORMATION" hereunder; and

WHEREAS, CON EDISON is willing to disclose CONFIDENTIAL INFORMATION to the RECEIVING PARTY pursuant to the restrictions, protections and other provisions hereof.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties hereto agree as follows:

1. CONFIDENTIAL INFORMATION shall include (a) documents and/or information provided by or on behalf of CON EDISON in oral, electronic or written form, whether or not marked or identified as confidential, (b) all copies of all such documents and/or information, and (c) all other media that contain CONFIDENTIAL INFORMATION, including any extracts, compilations, studies or other documents based upon or derived from CONFIDENTIAL INFORMATION, including, but not limited to, forecasts for electric, gas and steam, and data relating to energy consumption, reserve requirements and energy efficiency potential.
2. The RECEIVING PARTY shall: (a) hold CONFIDENTIAL INFORMATION in strict confidence, (b) not disclose CONFIDENTIAL INFORMATION to any other person, firm or corporation (including, but not limited to, parents, subsidiaries, or affiliates of the RECEIVING PARTY), (c) not use CONFIDENTIAL INFORMATION other than in connection with the Project, (d) limit reproduction of CONFIDENTIAL INFORMATION to the extent required to perform its work on the Project, (e) store CONFIDENTIAL INFORMATION in a secure location that is not accessible to any person or entity not

authorized to receive CONFIDENTIAL INFORMATION under the provisions hereof, and (f) otherwise use at least the same degree of care to avoid publication or dissemination of CONFIDENTIAL INFORMATION as it employs (or would employ) with respect to its own confidential information which it does not (or would not) desire to have published or disseminated, but not less than reasonable care. CON EDISON, at any time, shall have the right to request adequate assurances that the foregoing restrictions and protections concerning CONFIDENTIAL INFORMATION are being observed and the RECEIVING PARTY shall be obligated to provide CON EDISON with the requested adequate assurances.

3. Notwithstanding the provisions of paragraph 2 hereof, the RECEIVING PARTY may disclose CONFIDENTIAL INFORMATION to its directors, members, officers, and employees, (collectively, "Agents") who have a legitimate "need to know" such CONFIDENTIAL INFORMATION in connection with the Project, provided that each such Agent first: (i) is advised by the RECEIVING PARTY of the sensitive/confidential nature of such CONFIDENTIAL INFORMATION; and (ii) is caused by the RECEIVING PARTY to agree to be bound by and observe the provisions of this Confidentiality Agreement as though the Agent were the RECEIVING PARTY. In addition, the RECEIVING PARTY may disclose CONFIDENTIAL INFORMATION to any subcontractor or sub-consultant of the RECEIVING PARTY who has a legitimate "need to know" such CONFIDENTIAL INFORMATION in connection with the Project (each, a "Representative" and collectively, "Representatives"), provided that each such Representative first: (i) is approved in writing by CON EDISON; (ii) is advised by the RECEIVING PARTY of the sensitive/confidential nature of such CONFIDENTIAL INFORMATION; (iii) is caused by the RECEIVING PARTY to agree to be bound by and observe the provisions of this Confidentiality Agreement as though the Representative were the RECEIVING PARTY; and (iv) enters into a letter agreement with the RECEIVING PARTY in the form attached hereto as Exhibit A. The RECEIVING PARTY shall be responsible to CON EDISON for any act or omission of the RECEIVING PARTY's Agents and Representatives which, if committed by the RECEIVING PARTY, would constitute a breach of this Confidentiality Agreement.
4. Notwithstanding the provisions of paragraph 2 hereof, in the event that the RECEIVING PARTY or its Agents or Representatives, pursuant to applicable law or regulation or legal process, are requested or required to disclose any CONFIDENTIAL INFORMATION, the RECEIVING PARTY shall provide CON EDISON with prompt written notice of such request or requirement in order to enable CON EDISON to consult with the RECEIVING PARTY with regard to the steps that may be taken by CON EDISON to reduce the extent of CONFIDENTIAL INFORMATION that must be disclosed and/or to enable CON EDISON to seek an appropriate protective order or other remedy reducing the extent of Confidential Information that must be disclosed. In any event, the RECEIVING PARTY and its Agents and Representatives shall disclose only such CONFIDENTIAL INFORMATION which they are advised by legal counsel is legally required in order to comply with such applicable law or regulation or legal process (as such may be affected by any protective order or other remedy obtained by CON EDISON) and the RECEIVING PARTY and its Agents and Representatives shall use reasonable efforts to ensure that all

CONFIDENTIAL INFORMATION that is so disclosed will be accorded confidential treatment.

5. Within ten (10) days after the earliest of (a) the completion of the Project, (b) the decision of Con Edison not to participate in the Project, (c) the termination of the RECEIVING PARTY's agreement or task order with the City of New York relating to of the Project, and (d) CON EDISON's written demand, the RECEIVING PARTY shall: (i) destroy and cause its Agents and Representatives to destroy all copies of the CONFIDENTIAL INFORMATION including all copies of all documents and of all other media that contain any CONFIDENTIAL INFORMATION and all copies of any extracts, compilations, studies or other documents prepared by the RECEIVING PARTY or its Agents or Representatives based on or derived from CONFIDENTIAL INFORMATION; (ii) certify to CON EDISON that the destruction by the RECEIVING PARTY and its Agents and Representatives required by clause (i) immediately above has occurred by having a duly authorized officer of the RECEIVING PARTY (or, if the RECEIVING PARTY is not a corporation or other entity with officers, then the RECEIVING PARTY shall have an authorized person of similar position and authority in the RECEIVING PARTY) complete, execute and deliver to CON EDISON (at the address for CON EDISON pursuant to Paragraph 9 hereof) a certification in the form attached hereto as Exhibit B; and (iii) obtain substantially similar certifications from its Representatives and maintain them on file. Compliance with this paragraph shall not relieve the RECEIVING PARTY from compliance with the other provisions of this Confidentiality Agreement.
6. Nothing in this Confidentiality Agreement shall be construed as granting or conferring any rights, by license or otherwise, expressly, implicitly or otherwise, under any patents, copyrights or trade secrets of CON EDISON. Nothing in this Confidentiality Agreement shall be construed as requiring the disclosure of any CONFIDENTIAL INFORMATION. No rights or obligations other than those expressly stated herein shall be implied from this Confidentiality Agreement. In particular, no obligation to perform any work or project or to enter into any business relationship shall be deemed to exist by virtue of this Confidentiality Agreement.
7. The RECEIVING PARTY and its Agents and Representatives shall not be relieved of their obligations hereunder with respect to any CONFIDENTIAL INFORMATION by reason of its availability to the public by publication or otherwise at any time and regardless of whether it was available to the public before or after it was disclosed pursuant to this Confidentiality Agreement.
8. The parties acknowledge that disclosure or misuse of CONFIDENTIAL INFORMATION in violation of this Confidentiality Agreement may result in irreparable harm to CON EDISON, the amount of which may be difficult to ascertain and which could not be

adequately compensated by monetary damages, and that therefore CON EDISON is entitled to specific performance and/or injunctive relief to enforce compliance with the provisions of this Confidentiality Agreement. Such right of CON EDISON shall be in addition to the remedies otherwise available at law and in equity, including monetary damages. The RECEIVING PARTY agrees to waive any requirement for the securing or posting of any bond or other security in connection with CON EDISON obtaining any such injunctive or other equitable relief.

9. All notices and other correspondence hereunder shall be in writing and shall be sent by first class mail, by personal delivery, or by a nationally recognized courier service as follows:

If to the RECEIVING PARTY:

To the name and address for the RECEIVING PARTY first written above, to the attention of _____

If to CON EDISON:

Consolidated Edison Company of New York, Inc.
4 Irving Place
New York, NY 10003
ATTN: [to be supplied]

With a copy to:

General Counsel
Consolidated Edison Company of New York, Inc.
4 Irving Place
New York, NY 10003

A party may change the address or addressee for notices and other correspondence to it hereunder by notifying the other party by written notice given pursuant hereto.

10. The RECEIVING PARTY irrevocably submits to the jurisdiction of the courts located within the State of New York with regard to any dispute or controversy arising out of or relating to this Confidentiality Agreement. The RECEIVING PARTY agrees that service of process on it in relation to such jurisdiction may be made by certified or registered mail addressed to the RECEIVING PARTY at the address for the RECEIVING PARTY pursuant to paragraph 9 hereof and that such service shall be deemed sufficient even under circumstances where, apart from this paragraph, there would be no jurisdictional basis for such service. The RECEIVING PARTY agrees that service of process on it may also be effected in any manner permitted by law. The RECEIVING PARTY consents to the selection of the New York State and United States courts within New York County as the

exclusive forums for any legal or equitable action or proceeding arising out of or relating to this Confidentiality Agreement.

11. This Confidentiality Agreement shall be interpreted and the rights and obligations of the parties determined in accordance with the laws of the State of New York, without recourse to such state's choice of law rules.
12. This Confidentiality Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument. Copies of this Confidentiality Agreement and copies of signatures on this Confidentiality Agreement, including any such copies delivered by facsimile, shall be treated for all purposes as originals.
13. This Confidentiality Agreement may not be amended or modified except in writing signed by both parties.
14. This Confidentiality Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of each party; provided, however, that this Confidentiality Agreement may not be assigned by the RECEIVING PARTY without the prior written consent of CON EDISON and any purported assignment without such consent shall be void. In the event an assignment is permitted, the assignor shall not be relieved of any of its obligations hereunder.
15. Con Edison shall have no liability arising out of, or resulting from, its provision of the CONFIDENTIAL INFORMATION.
16. This Confidentiality Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and any prior or contemporaneous oral or written agreements or understandings with respect to such subject matter are merged herein.
17. This Confidentiality Agreement shall be construed as to its fair meaning and not strictly for or against either party.
18. No portion of this Confidentiality Agreement is binding upon a party until it is executed on behalf of that party in the space provided below and delivered to the other party. Prior to such execution and delivery, neither the submission, exchange, return, discussion, nor the negotiation of this document, whether or not this document is then designated as a "draft" document, shall have any binding effect on a party.
19. The data to be provided to the RECEIVING PARTY in connection with the Project shall only be used in a report produced for the Project in an aggregated and anonymized form which does not identify the owner or source of the data, and the use of CON EDISON's data in any such report shall be subject to CON EDISON's review and approval.

IN WITNESS WHEREOF, each of the parties has executed and delivered this Confidentiality Agreement as of the date first above written.

CONSOLIDATED EDISON COMPANY
OF NEW YORK, INC.

[NAME OF RECEIVING PARTY]

By: _____

By: _____

Name (print): _____

Name (print): _____

Title: _____

Title: _____

620292

Form of Proposal in Response Template with Instructions Memo



Template for Town+Gown Proposal in Response.June 2018

As of June 2018

To: Researchers at Academic Consortium Institutions

From: Terri Matthews, Director, Town+Gown @ New York City Department of Design and Construction (DDC)

Re: Instructions for Use of Town+Gown Proposal in Response Template Form

If you are a researcher at one of the 15 academic institutions listed below that comprise the consortium (vendor) pool (the **Academic Consortium**) and are contemplating responding or responding to a Town+Gown RFP released to your Academic Consortium institution pursuant to Town+Gown/DDC's city-wide Town+Gown Master Academic Consortium Contract, for which Town+Gown/DDC acts as administrator (the **Consortium Contract**), you should use the following template form of the Town+Gown Proposal in Response for your Research Project proposal. All defined terms used but not defined have the meanings given them by the Consortium Contract.

- Brooklyn Law School
- City University of New York
- Columbia University
- Cornell University
- Drexel University
- Fordham University
- Manhattan College
- New York Institute of Technology
- New York University
- Pace University
- Pratt Institute
- State University of New York
- The Cooper Union
- The New School
- Tufts University

What follows is the template form of the Town+Gown Proposal in Response under the Consortium Contract, which contains instructions after the *** IMPORTANT NOTE!** icon. These instructions should be removed in the Town+Gown Proposal in Response you submit to the Requestor.

This memo and template form, which is downloadable at the Town+Gown website ([link to come](#)), is intended to provide all of the information you need to prepare a Town+Gown Proposal in Response to a Town+Gown RFP you have received. If you have any questions about the Town+Gown RFP to which you are responding or if you have any questions related to this template Town+Gown Proposal in Response form, please contact the Requestor’s procurement contact listed in the Town+Gown RFP. If you have questions related to the Consortium Contract, please contact your institution’s Academic Consortium representative, who should be the first person who initially disseminated the Town+Gown RFP you are considering at your institution. See also the Gown Advisory Council section of the Town+Gown website (<http://www1.nyc.gov/site/ddc/about/town-gown-advisory-council.page>). The *** IMPORTANT NOTE!** icon instructions should be removed in the Proposal in Response you submit to the Requestor.

In general, please be aware of the following issues, which are also noted as an *** IMPORTANT NOTE!** icon in the following template.

- You must not change the form of the Town+Gown Proposal in Response template. 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. The Proposal in Response and the resulting Task Order must be in the form of Appendix C to the Master Contract to which the template form Task Order conforms. Appendix C is a combined Proposal in Response and Task Order form, which Town+Gown/DDC has turned into separate forms available at the Gown Advisory Council section of the Town+Gown website (<http://www1.nyc.gov/site/ddc/about/town-gown-advisory-council.page>).
- This is a Proposal in Response to a New York City procurement, not a grant program. 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 city’s Procurement Policy Board rules.
- You will need to insert the FMS registration number for your institution’s Consortium Contract from the chart below:

Vendor	MMA1
Brooklyn Law School	20156201502
The Cooper Union	20166200107
Drexel University	20156201606
Fordham University	20146201444
Manhattan College	20146201441

WORKING DRAFT 7/19/18– NOT FOR DISTRIBUTION

The New School	20166200106
New York Institute of Technology	20146201445
Pratt Institute	20156201501
Tufts University	20156201503
State University of New York	20166200091
New York University	20146201446
Pace University	20146201443
City University of New York	20146201442
Trustees of Columbia University	20176200751
Cornell University	20176200781

[Consultant logo/letterhead here]

**Proposal in Response to [Name of Town+Gown RFP]
under the Consortium Contract**

*** 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, registered with the Comptroller’s Office [*** IMPORTANT NOTE! *** Insert registration 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. 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 objectives and goals.

*** IMPORTANT NOTE! *** Describe the scope, listing and describing the research approaches, 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

Describe the anticipated work products and deliverables for the Research Project, including interim reports if appropriate, with a sufficient level of detail, 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, but 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 6.01 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

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:

- (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.

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: _____