



New York City Department of Environmental Protection
Town+Gown Request for Proposals
under the Consortium Contract
Hemlock Woolly Adelgid Biological Control

I. General Items

A. Invitation to Submit Proposals in Response. New York City Department of Environmental Protection (the “Requestor” or “DEP”) invites the Consultants under the Town+Gown Master Academic Consortium Contract (the “Consortium Contract”), to submit Proposals in Response for Hemlock Woolly Adelgid Biological Control (the Town+Gown RFP), pursuant to the terms and provisions of the Consortium Contract and this Town+Gown RFP. All defined terms used herein but not defined have the meanings assigned to them in the Consortium Contract.

B. Due Date for Receipt of Proposals in Response. Consultants shall submit their Proposals in Response ONLY via email, no later than 4:00 P.M., October 2, 2019, to Lo Chan, Senior Program Manager at DEP, at LChan2@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 4:00 P.M., October 2, 2019 to Lo Chan, Senior Program Manager at DEP, at LChan2@dep.nyc.gov.

C. Inquiries and Requests from Consultants for Clarification or Explanation. If a Consultant wishes to make an inquiry or request a clarification or explanation with respect to this Town+Gown RFP, such Consultant must make such inquiry or request in writing sent via email ONLY to Lo Chan, Senior Program Manager at DEP, at LChan2@dep.nyc.gov, no later than 4:00 P.M., September 18, 2019. In the event the Requestor determines that it is necessary to respond to such inquiry or request in writing, such response will be furnished as an addendum to this Town+Gown RFP (an Addendum) and will be sent to all Consultants as described below. If the Requestor deems it necessary, it may arrange a meeting or conference call with all interested parties prior to the submission date to address questions or concerns.

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

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

Lo Chan

Senior Program Manager
New York City Department of Environmental Protection
LChan2@dep.nyc.gov

II. Scope of Work

A. General Research Project Description. DEP, Bureau of Water Supply (BWS), Natural Resources Division, requires the professional services of an academic institution to research the use of biological control agents to manage the invasive forest pest, hemlock woolly adelgid (*Adelges tsugae*) and to conduct field trials in hemlock stands in the West of Hudson (WOH) watershed in Sullivan, Delaware, Schoharie, and Greene Counties, New York.

Eastern hemlock (*Tsuga canadensis*) is an important species for watershed protection for New York City's water supply. It is a dominant forest tree species, making up 16 percent of the basal area of forests in the WOH watershed with 27 percent or over 19,000 acres of hemlock hardwood forest type. The long-term sustainability of these hemlock forests and their natural ability to serve as green infrastructure is threatened by the presence of hemlock woolly adelgid.

The predatory beetle, *Laricobius nigrinus*, and silver flies, *Leucopis argenticollis* and *L. piniperda*, have been released and proven to successfully feed on hemlock woolly adelgid in New York (Limbu, Keena, and Whitmore 2018). Research is required to better understand their ability to overwinter in the varied conditions of the Catskills as well as to rear adequate quantities of the insects in the lab or to determine if wild collections from their established range may be adequate. DEP will benefit from this better understanding of which species are better suited for overwintering in the Catskills and the best methods for obtaining sizable populations for release in order to maximize the impacts of releases in the watershed. With this information, DEP will be positioned to reduce hemlock mortality and promote more stable watershed forests.

B. Research Project Objectives.

To conduct at least one (1), and up to three (3), field release(s) of hemlock woolly adelgid biological control agents *Laricobius nigrinus* and/or silver flies *Leucopis argenticollis* and *L. piniperda* on City lands in the Neversink Reservoir Basin, Sullivan County, NY, Pepacton Reservoir Basin, Delaware County, NY and Schoharie Reservoir basin, Schoharie/Greene County, NY. It is anticipated that this may involve six (6) or more field days spent traveling to and between release sites.

To conduct research on the ability of hemlock woolly adelgid biological control agents *Laricobius nigrinus* and/or silver flies *Leucopis argenticollis* and *L. piniperda* to overwinter in the Neversink, Pepacton, and Schoharie Reservoir basins.

To assess techniques to promote improved rearing of these species in a laboratory in order to support additional field releases and compare this to the cost efficacy of collections from the established range.

The output of the project will be a report to DEP detailing the overwintering success, improvements to the rearing protocols, cost-comparisons to collecting insects from the established range, problems encountered along with recommendations and associated protocols for scaling up to a watershed level biological control program.

Citations:

Limbu, S., Keena, M.A., and Whitmore, M.C. 2018. Hemlock woolly adelgid (Hemiptera: Adelgidae): a non-native pest of hemlocks in eastern North America. *Journal of Integrated Pest Management* 9(1): 27; 1 – 16.

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 B 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.

IV. Evaluation Criteria and Evaluation Procedures

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

<i>Criteria</i>	<i>Weight</i>	<i>Explanation</i>
<i>Experience</i>	40%	Background and experience with respect to the disciplines and issues covered in the Research Project.
<i>Organizational Capability</i>	20%	Organizational capability and the clear definition of roles and duties of the members of the Academic Team, as well as clear lines of communication among them, particularly with regard to interdisciplinary and practitioner input.
<i>Approach and Methodology</i>	30%	Approach to the Research Project and methodologies proposed.
<i>Cost</i>	10%	Cost proposals will be evaluated competitively. The Requestor has allocated \$100,000 for this research project.

B. Other Considerations.

1. *Insurance.* If awarded the Task Order resulting from this T+G RFP, the Consultant and all of its subconsultants must not commence performing any services under the resulting Task Order until all insurance required by this T+G RFP, and the resulting Task Order, is in effect and provided satisfactorily to 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"> ■ Commercial General Liability 	\$1,000,000.00 per occurrence \$ _____ personal & advertising injury \$ _____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
<ul style="list-style-type: none"> ■ Commercial Auto Liability 	\$1,000,000.00 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
<ul style="list-style-type: none"> <input type="checkbox"/> Professional Liability/Errors & Omissions 	\$1,000,000.00 per claim

2. *Subcontracting.* The Consortium Contract, under which this T+G RFP has been issued, permits Consultants to join with one or more other Consultants to prepare a Proposal in Response (see Section 3.3 (b)) as well as to utilize Subcontractors (as defined in the Master Contract) as part of a Proposal in Response (see Sections 3.3(b) and 3.3(e)(8)). Consultants should refer to the Consortium Contract if they wish to consider joint proposals with researchers at other Academic Consortium institutions or include Subcontractors as part of their Proposal in Response. Individual researchers developing Proposals in Response should contact the Gown Advisory Council representative for the respective Academic Consortium institution to obtain a copy of the Consortium Contract, the form of which is also downloadable

from the Town+Gown website (<http://www1.nyc.gov/site/ddc/about/town-gown-advisory-council.page>). Please note that Consultants wishing to subcontract with a Subcontractor as part of its Proposal in Response must disclose its intention to use the services of a Subcontractor in its Proposal in Response as provided in Section 3.3 (e) (8) of the Consortium Contract and Appendix C to the Consortium Contract.

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

Form of No Bid Response

NO BID RESPONSE

SUBMIT BY RFP RESPONSE DUE DATE

RFP NAME	REQUESTOR	PROPOSAL IN RESPONSE DUE DATE

To: [Requestor Agency]
 Secretary, Gown Advisory Council
 Town+Gown/DDC, as 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__

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 NOTES*** 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 (<https://www1.nyc.gov/site/ddc/about/town-gown-advisory-council.page>), 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
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

<u>Not to Exceed Amount</u>				\$_____.

Article 3. Consultant’s Billing and Invoicing.

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

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

Article 4. Representations and Warranties.

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

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

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

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

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

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

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

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

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

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

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

- (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: _____