



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

**Croton Water Filtration Plant Study (the "Research Project")**

**I. General Items**

A. Invitation to Submit Proposals in Response. The New York City Department of Environmental Protection ("DEP" or the "Requestor") invites the Consultants under the Town+Gown Master Academic Consortium Contract (the "Consortium Contract"), to submit Proposals in Response for the Croton Water Filtration Plant ("CWFP") Study (this "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 May 10, 2019 at 4:00pm, to Joseph Vaicels, Deputy Agency Chief Contracting Officer at DEP, at [JVaicels@dep.nyc.gov](mailto: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 May 10, 2019 at 4:00pm, to Joseph Vaicels, Deputy Agency Chief Contracting Officer at DEP, at [JVaicels@dep.nyc.gov](mailto: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 Town+Gown 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](mailto:JVaicels@dep.nyc.gov), no later than 4/29/2019 at 4:00pm. In the event the Requestor determines that it is necessary to respond to such inquiry or request in writing, such response will be furnished as an addendum to this Town+Gown RFP (an "Addendum") and will be sent to all Consultants as described below. If the Requestor deems it necessary, it may arrange a meeting or conference call with all interested parties prior to the submission date to address questions or concerns.

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

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

**Joseph Vaicels**

Deputy Agency Chief Contracting Officer  
New York City Department of Environmental Protection  
[JVaicels@dep.nyc.gov](mailto:JVaicels@dep.nyc.gov)

**II. Scope of Work****A. General Research Project Description.**

DEP's CWFPP has been operational since 2015, and has been effective in maintaining compliance with current drinking water regulations. However, challenges such as climate change and invasive species may introduce contaminants that were not specifically considered during the CWFPP design. For example, with 20 out of the 34 miles of shoreline in the New Croton Reservoir impacted by the invasive species Hydrilla, in 2017, DEP began a pilot treatment with the aquatic herbicide fluridone on June 26, 2018. DEP is minimizing risks by locating this pilot treatment in areas that are miles away from the drinking water intakes, and by keeping fluridone dosing levels low so that in-reservoir concentrations remain well below the New York State ("NYS") Maximum Contaminant Level of 50 micrograms per liter ("µg/L").

Most reservoirs in the Croton System are also prone to algal and cyanobacteria blooms. In 2018, such blooms may have contributed to taste and odor issues in the distribution system for Croton water. In 2015, the United States Environmental Protection Agency ("EPA") issued 10-day Health Advisories for the cyanotoxins, microcystin and cylindrospermopsin, making the monitoring and treating of cyanotoxins a new concern for DEP. While some cyanotoxin monitoring has been within the Croton System (see attachment 1), this testing was not designed to test plant performance. In addition, the majority of samples collected were reservoir or source water samples, with only three (3) samples collected from the Croton distribution system entry points.

DEP currently maximizes water quality and minimizes risk through selective withdrawal and selective diversion. In other words, DEP can divert water from various elevations and locations within certain reservoirs, or take the reservoirs completely off-line to ensure that the best quality water is being delivered.

Despite DEP's ability to minimize risks related to these contaminants, it is important that DEP understands these contaminants' fates following conventional treatment. Historically, DEP had the benefit of taking the Croton System off-line during periods of diminished water quality. This flexibility will be reduced in the future due to operational needs, including the shutdown of the Rondout to West Branch Tunnel in 2022. Since DEP is expected to rely more heavily on the Croton System over the next five (5) years, it is essential to better understand the impact and effectiveness of current and alternative treatment regimens as they relate to microcystin, geosmin, Methyl-Isoborneol ("MIB"), and fluridone. While conventional water treatment (consisting of coagulation, sedimentation, filtration and chlorination) can generally remove intact algal and cyanobacterial cells and low levels of cyanotoxins, as blooms become more frequent and more intense, DEP needs to better understand the potential for problems, such as treatment plant breakthrough, cell lysis and taste and odor issues. In addition, the CWFPP's ability to remove fluridone is unknown.

This Research Project consists of a literature review, a breakdown kinetics review, and bench scale treatment simulations to help New York City (the "City") understand the CWFPP's performance as it relates to removing fluridone, geosmin, MIB and cyanotoxins.

## B. Research Project Objectives.

The objectives of this Research Project are to:

1. Evaluate the effectiveness of the existing treatment options for removing the cyanotoxin, microcystin, which has been detected in the Croton System reservoirs and is harmful to humans.
2. Evaluate the effectiveness of the existing treatment options for removing the taste and odor causing compounds, geosmin and MIB, which are believed to have contributed to an increase in taste and odor complaints during October of 2018.
3. Evaluate the effectiveness of the existing treatment options for removing fluridone (product name Sonar H4C) with particular emphasis on estimating fluridone removal by ultraviolet (“UV”) photolysis at the wavelengths and contact time used in the CWFP, which DEP will provide to the Consultant.
4. If the existing treatment options are found to be inadequate, evaluate whether changes can be made to improve the removal of fluridone, microcystin and geosmin and MIB without making changes to the CWFP infrastructure (e.g., installation of granular activated carbon (GAC)).
5. If current infrastructure and treatment options are inadequate for removing fluridone, microcystin and/or geosmin and MIB, outline infrastructure and treatment changes needed to ensure removal. Treatment options should include, at minimum, chlorine dioxide, potassium permanganate, ozone, powdered activated carbon (PAC), and granular activated carbon (GAC). In addition to the CWFP, the Croton Lake Gatehouse, should be considered as a potential location for treatment to occur.

## C. Tasks.

### 1. Project Management

The Consultant shall perform all project management work throughout the entire period of the Research Project. The Consultant shall coordinate with, and provide assistance to, DEP in whatever actions are necessary to advance the overall work and its individual tasks. 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. The Consultant shall develop materials for a minimum of two (2) workshops between the Consultant and DEP to present initial results and solicit additional ideas and feedback, which will be reflected in the Final Report. The Consultant shall also prepare meeting agendas, materials, presentations and summaries for monthly status calls or meetings.

#### 1.1 Site Visits

The Consultant shall perform at least two (2) site visits at the CWFP and one (1) site visit to the Croton Lake Gatehouse. DEP’s Bureau of Water Supply (“BWS”) Treatment Operations, Source Water Operations and Water Quality staff will be available to discuss typical water supply operations, treatment plant schemes and updates to the original sodium hypochlorite dosing locations at the CWFP.

## **Deliverables:**

- Project management plan and schedule
- Materials for a minimum of two (2) workshops
- Meeting agendas, materials, presentations, and summaries for monthly status calls or meetings

## 2. Literature review

The Consultant shall conduct a literature review on the effectiveness of the existing treatment options at the CWFP (see Figure 2 below) for microcystin, geosmin and MIB, and fluridone removal.

### **Deliverable:**

- Summary report

## 3. Breakdown Kinetics Review

The Consultant shall conduct a breakdown kinetics review, which will indicate how quickly each of the four compounds would break down and what the resulting substances would be based on the existing treatment options at the CWFP. These reviews can either be separated by compound or combined. This should include estimating fluridone removal by UV photolysis at the wavelengths and contact time used in the CWFP.

### **Deliverable:**

- Summary report

## 4. Bench Scale Treatment Simulations

Based on the results of the literature review and breakdown kinetics review, the Consultant shall design and perform bench scale treatment simulations to determine the CWFP's effectiveness for microcystin, geosmin, MIB and fluridone removal. A detailed proposal of the methodology the Consultant proposes to use for these bench scale treatment simulations shall be provided for DEP review, input and approval prior to the Consultant conducting any of the simulations. If treatment deficiencies are discovered, additional bench scale treatment simulations should be performed to allow the Consultant to make scientifically sound recommendations for infrastructure and treatment regime changes.

### **Deliverable:**

- Detailed proposal of the methodology for the bench scale treatment simulations
- Summary report

## 5. Final Report

The Consultant must use all results and analyses from the Tasks above to prepare a Final Report, which will include recommendations for treatment changes, capital upgrades, CWFP retrofits and/or technology changes, or if required, full scale pilot studies. If the results from the work performed under the previous Tasks indicates that the existing treatment options for removing fluridone, geosmin and MIB, and microcystin are inadequate, the Final Report must evaluate whether changes can be made to improve the removal of these compounds without making changes to infrastructure. If current infrastructure and treatment options are inadequate for

removing these compounds, the Final Report must outline changes needed to ensure removal. The Consultant must provide DEP with an opportunity for review and feedback of the Final Report.

**Deliverable:**

- Final Report

**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, including the use of certified laboratories for analyses related to bench scale testing.
<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.  Proposals are expected to be in the range of \$125,000.00 to \$195,000.00.

B. Basis of Award. DEP 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 and below in this Town+Gown RFP. Award of the resulting Task Order is subject to successful negotiation of the 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 anticipates lump sum payments for all services and deliverables associated with the Task Order resulting from this T+G RFP. DEP and the Consultant will negotiate the exact amount the Consultant will be paid for each deliverable listed in Section II(C) above (Tasks). The Consultant will be paid the agreed upon amount as each deliverable is considered complete by DEP. DEP will consider suggestions by the Consultants for incremental payment milestones within each deliverable. DEP reserves the right to select any alternative payment structure that is in the City's best interest.

**D. 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 to DEP the insurance as indicated below:

<b>Article 7 – Insurance</b>	
<b>Types of Insurance</b>	<b>Minimum Limits and Special Conditions</b>
<ul style="list-style-type: none"> <li>■ Workers' Compensation</li> <li>■ Disability Benefits Insurance</li> <li>■ Employers' Liability</li> </ul>	Statutory amounts
<input type="checkbox"/> Commercial General Liability	\$_____ per occurrence  \$_____ personal & advertising injury  \$_____ aggregate  Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
<input type="checkbox"/> Commercial Auto Liability	\$_____ per accident combined single limit  If vehicles are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90
<input type="checkbox"/> Professional Liability/Errors & Omissions	\$_____ 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 Insurance, 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. DEP may require subcontractors to obtain certain insurance not required for the Consultant.

2. *Subcontracting.* The Consortium Contract, under which this T+G RFP has been issued, permits Consultants to join with one (1) 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. Please see Section 3.02 in Appendix A to the Consortium Contract for the relevant provisions governing subcontracting.

Figure 1

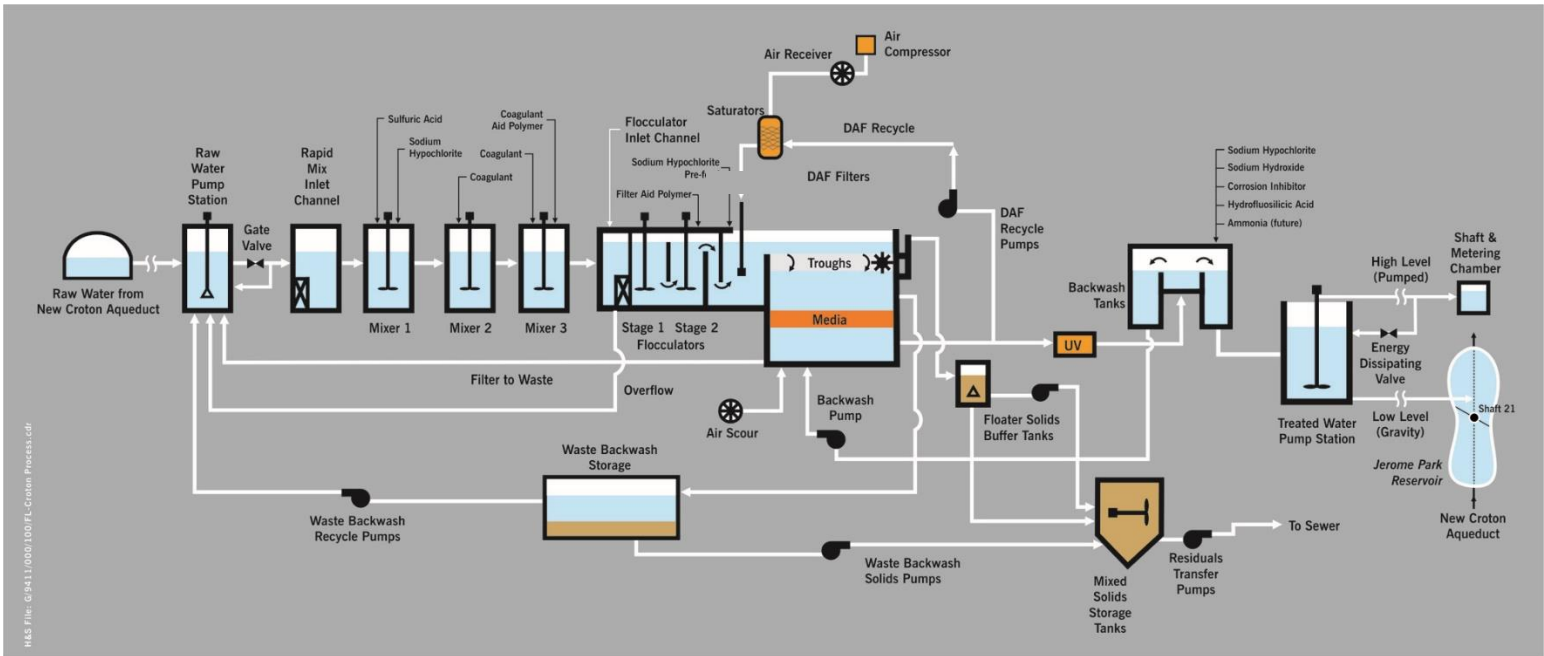
Croton System





Figure 2

CWFP Process Schematic



Form of No Bid Response

**NO BID RESPONSE**

SUBMIT BY RFP RESPONSE DUE DATE

RFP NAME	REQUESTOR	PROPOSAL IN RESPONSE DUE DATE

To: New York City Department of Environmental Protection  
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)

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AUTHORIZED REPRESENTATIVE:

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_/\_\_\_/20\_\_

Attachment B

Form of Proposal in Response Template with Instructions Memo



Template for Town+Gown Proposal in Response.

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 ([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:

<b>Vendor</b>	<b>MMA1</b>
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

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

**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:

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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: \_\_\_\_\_