



New York City Department of Environmental Protection, on behalf of the
NYC Mayor's Office of Long Term Planning and Sustainability
Town+Gown Request for Proposals under the Consortium Contract for
NYC Embodied Carbon Baseline Study

I. General Items

A. Invitation to Submit Proposals in Response. The New York City Department of Environmental Protection ("NYC DEP"), on behalf of the NYC Mayor's Office of Long Term Planning and Sustainability ("OLTPS", and with NYC DEP, the "Requestor"), invites the Consultants under the Town+Gown Master Academic Consortium Contract (the "Consortium Contract"), to submit Proposals in Response for the NYC Embodied Carbon Baseline Study (the Town+Gown RFP), pursuant to the terms and provisions of the Consortium Contract and this Town+Gown RFP. All defined terms used herein but not defined have the meanings assigned to them in the Consortium Contract.

B. Due Date for Receipt of Proposals in Response. Consultants shall submit their Proposals in Response ONLY via email, no later than 5:00 P.M., **May 15, 2025**, to nyclimate@cityhall.nyc.gov. Please note that there is a 15 MB file size limit. If a Consultant chooses not to submit a Proposal in Response, such Consultant shall submit a No Bid Response form (which is attached to this document as Attachment A for the purpose of convenience and is downloadable from the Town+Gown website at (<http://www1.nyc.gov/site/ddc/about/town-gown-advisory-council.page>) no later than 5:00 P.M., **May 15, 2025**, to nyclimate@cityhall.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 nyclimate@cityhall.nyc.gov no later than 5:00 P.M., **April 18, 2025**. 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:

Mayor's Office of Long Term Planning and Sustainability
nyclimate@cityhall.nyc.gov

II. Scope of Work

A. General Research Project Background and Description.

New York City ("NYC" or the "City") has a long-term energy commitment of net zero carbon emissions by 2050 ("carbon neutrality"). Achieving carbon neutrality will require technological advancement at all levels of the City's energy, buildings, transportation, and waste systems.

NYC buildings are responsible for roughly two-thirds of NYC's pollution. With this understanding, NYC passed Local Law 97 of 2019 ("LL97"),¹ which sets pollution limits for buildings larger than 25,000 square feet, beginning in 2024, that will cut pollution for impacted buildings at least 40% by 2030 and achieve neutrality by 2050. By 2030, LL97 is projected to reduce NYC's pollution by 2.8 million tons, to create 140,000 jobs, and to prevent up to 38 premature deaths each year from air quality improvements.

In addition to the commitments and progress the City has made on technological advancement and reducing the operational pollution from its buildings, the City is exploring a new focus: reducing embodied pollution, called embodied carbon, in citywide buildings and infrastructure.

Embodied carbon refers to the amount of pollution associated with upstream—extraction, production, transport, and manufacturing—stages of a product's life. The construction industry is responsible for 23% of global pollution, and the embodied carbon from cement and iron/steel manufacturing is responsible for ~8% and ~7% of global pollution, respectively. Furthermore, construction equipment burning fossil fuels emits pollutants such as carbon dioxide, nitrogen oxides, carbon monoxide, and particulate matter (PM 2.5 and PM 10) and contributes to noise pollution which affects construction workers and neighborhood residents, which collectively endangers people's health and surrounding environment.

¹ See Local Law 97 of 2019.

The City sees embodied carbon as an important, untapped area for efforts to modernize our buildings, reduce pollution, to improve local air quality, and to reduce noise levels associated with fossil fuel powered construction equipment pollution and construction and demolition waste generated by construction. The City can improve people's lives by incorporating modernization and health into construction of its capital projects, which include infrastructure and public buildings ("capital construction projects"). As a start, Mayor Adams signed Executive Order 23 in 2022 ("EO 23"),² positioning NYC as a leader in clean construction by requiring the City's capital construction project agencies to take actions to transparently lower embodied carbon from their capital construction projects.

In the City's long term strategic plan, *PlaNYC: Getting Sustainability Done* (2023),³ the City set forth a key initiative to reduce the pollution of the construction industry 50% by 2033. This plan contains a goal to implement performance-based standards for low carbon materials and equipment by 2025. The City is exploring innovative, modern solutions for buildings that could scale in citywide applications, such as mass timber and low carbon concrete including ground glass pozzolan. Now, with this Research Project, the City is looking to create an embodied carbon baseline, considering common construction types.

This Research Project will study the landscape of existing Environmental Product Declarations ("EPDs") and Lifecycle Assessments ("LCAs") in NYC and, where necessary for data quality, in other comparable cities in the US. The Consultant awarded a resulting Task Order, which becomes the Academic Partner, will analyze several new construction and major retrofit typologies for buildings and infrastructure and develop a granular embodied carbon baseline for each typology using clear, replicable, and sound methodologies. In addition to new construction, it is critical that this Research Project consider retrofit typologies because much of NYC's construction work is retrofit-based, especially with buildings beginning to conduct work to comply with LL97.

Where possible, the Consultant awarded a resulting Task Order will develop a baseline for:

1. Each project typology as a whole,
2. By commonly used materials in these projects, and
3. By each stage of the LCA phases, "Cradle-to-Grave" (A1-C3/D4).

These analyses will be ultimately scaled to provide an estimated embodied carbon baseline for major typologies of large construction activity within NYC.

It will be critical that any embodied carbon baseline that is ultimately recommended for policy implementation is representative of the NYC building stock and large, frequently conducted infrastructure projects. Furthermore, such a baseline should be accompanied with a strategy to ensure

² See [Executive Order 23 | City of New York](#).

³ See [PlaNYC: Getting Sustainability Done - NYC Mayor's Office of Climate and Environmental Justice](#).

that as best practices in embodied carbon reduction emerge, that no neighborhoods are left behind the modernization of the rest of the city. This Research Project will leverage prior relevant work and studies conducted by or for the City.

B. Research Project Objectives.

As discussed in detail below under 1. Key Tasks and 2. Deliverables, this Research Project envisions that the Academic Partner leverage existing work conducted by the City, around the United States and globally, to develop a baseline that can be used to capture the average embodied carbon of various common construction/retrofit types.

- Calculate the embodied carbon impact of the most common new construction and retrofit typologies in the City, ensuring that the most common typologies across the city are included. This baseline should be able to identify, by project typology, the average embodied carbon intensity in each type of project, by commonly used materials, and by each phase of an LCA for that type of project.
 - Approximately 70% of the effort associated with this baseline should focus on building typologies 25,000 SF and over, and approximately 30% of the effort associated with this baseline should focus on building typologies under 25,000 SF.
 - In addition, the City is interested in other strategies to achieve these results. The research project team could alternatively propose other data modeling strategies for OLTPS's review and approval in order to achieve the goals of this Research Project.
- Scale the typology-based calculations to estimate citywide embodied carbon emissions.
 - Establish a citywide baseline for new building construction, retrofits, and infrastructure.
- Develop preliminary pathways of embodied carbon reductions for each typology based on regionally available low embodied carbon alternatives with sufficient construction workforce capabilities.
- Model scenarios to show the impact of specific low embodied carbon design choices and material replacements for each construction/retrofit typology. The scenarios should show associated cost changes, feasibility and other ancillary benefits.
- Recommend embodied carbon baseline values and justification for a citywide embodied carbon cap that becomes more ambitious over time, using knowledge from other global cities, that aligns with the embodied carbon reduction goals NYC committed to in the [C40 Clean Construction Accelerator](#).

1. Research Project Tasks

Task 1: Project Management and Stakeholder Engagement

The Academic Partner shall perform project management duties throughout the duration of the Research Project for all Tasks 1-4 below and across all their component Tasks and for the deliverables listed in 2. Deliverables below, including but not limited to the following:

(1) Create a detailed, working project management plan (“PMP”) that includes at a minimum: a target timeline of Tasks 1-4 and subtasks below with respect to the scope, the deliverables (including drafts), staff meetings, stakeholder meetings, and other major milestones. The PMP shall clearly indicate how the Academic Partner, its Senior Personnel and any subcontractors to the Academic Partner will plan, manage, and execute the Research Project. The PMP shall also be clear how the various Tasks will interrelate and how information collected through specific Tasks will be used within others. The PMP should allow for updates as additional details of specific Tasks are developed throughout the Research Project. The Academic Partner shall coordinate with, and provide assistance to, OLTPS for whatever actions are necessary to advance the overall work of the individual Tasks within the PMP.

If needed, the Academic Partner shall update the PMP to reflect any revisions to methodology and approach based upon their review of the studies listed in Task 2 below and any other relevant studies under Task 2 below.

(2) To facilitate input and feedback, develop and convene two (2) to four (4) stakeholder engagement sessions and other discussions among relevant subject matter experts.

(3) Prepare all meeting agendas, materials, presentations, and summaries for bi-weekly calls or in person meetings among OLTPS and the Academic Partner, its Senior Personnel and any subcontractors to the Academic Partner. Meetings and/or calls may be more or less frequent depending on the specific Task, and where the Academic Partner is in the overall Research Project.

(4) Develop and share monthly progress reports and monthly progress meetings for the duration of the Research Project with OLTPS.

(5) For materials and analysis presented at each meeting, as well as for draft and final deliverables, clearly explain inputs and assumptions, and provide opportunities for OLTPS to review key inputs and assumptions (e.g., in written form, as an Excel, or as a PowerPoint).

(6) Identify the Project Manager before the start of the Research Project.

(7) Expressly indicate how the Tasks for the Research Project will consider the reports and recommendations of other cities, sub-national embodied carbon baseline studies, and LCA guidance documents as available.

Task 2: Data Review and Analysis

- (1) The Academic Partner shall review existing reports, models, and other resources to be provided by OLTPS electronically), for the purposes of Task 3, including, but not limited to:
- (a) Toronto benchmarking study
 - (b) Ontario Policy Primer and survey
 - (c) Vancouver draft embodied carbon guidelines, relevant building by-laws
 - (d) Carbon Leadership Forum (CLF) Developing an Embodied Carbon Policy Reduction Calculator Report
 - (e) CARE, EPIC, BEAM tools
 - (f) C40 Clean Construction Accelerator Commitments
 - (g) NYC EO 23 LCA guidance
 - (h) Embodied Carbon Harmonization and Optimization (ECHO) Project Lifecycle Assessment Guidance
 - (i) LEED v5
- (2) The Academic Partner shall collect additional data to complete the embodied carbon baselining study in Task 3. Inputs could include, but are not limited to, representative samples of real NYC project LCAs and EPDs, and, where necessary for data quality, whole project LCAs from other comparable cities in the US.
- (3) The Academic Partner may choose to conduct a public survey with a voluntary request for LCAs from owners or contractors of completed construction projects in NYC and in comparable cities to support Task 3. If the Academic Partner pursues this option, after notifying OLTPS for its review and approval the Academic Partner should:
- (a) Consider and attempt to solve for any biases inherent in a voluntary survey methodology.
 - (b) Sort the submitted LCAs into pre-defined typology buckets, and by other factors, including the scope of the LCA, project size, the time during the project that the LCA is completed, and the objects of the assessments, for a consistent data set.
 - (c) Identify what LCA tools are in practice and at what phase of development LCAs are conducted.
 - (d) Understand the size and depth of the LCA market, such as the frequency of completed LCAs in projects in NYC and their costs.
 - (e) The treatment of carbon sequestration in LCAs in NYC.
- (4) If the Academic Partner deems the NYC-specific data to be insufficient for Task 3, the Academic Partner should advise OLTPS in its Proposal in Response on an additional modeling strategy, which will likely require the Academic Partner to collect additional data collection and perform related modeling. The Academic Partner should then, in its Proposal in Response, propose alternative strategies for OLTPS's review and approval as necessary for the Academic Partner to achieve the goals of this Research Project. Any such modeling must:

- (a) Document underlying inputs, assumptions and methodologies
- (b) Identify sources of key inputs, e.g. specific LCA tools or EPDs
- (c) Identify key modeling frameworks and/or approaches to be used for an accurate baseline

(5) The Academic Partner shall provide input to OLTPS as OLTPS develops, defines and signs off on the typology categorizations for Task 3.

(6) From the data collection and review required above, generate a database of detailed raw data from LCAs, including material quantities, floor area, Global Warming Potentials (GWPs), and other environmental categories that factor into each LCA. This database would include cost data where available. Data within the database must be collected and presented in a “row by row,” “material by material” format as much as possible to enable OLTPS to understand the detailed composition of each LCA. This database should align with the typologies that OLTPS and the Academic Partner determines will become the subject of Task 3.

(7) The Academic Partner will provide input to OLTPS as OLTPS develops, defines and signs off on the feasibility of using design scenarios for Task 4 (2) to assess cost, impact, and feasibility of implementation.

Task 3: Baseline Development and Modeling

For typologies established and defined by OLTPS with input from the Academic Partner, in collaboration with the Academic Partner as described in Task 2 above, the Academic Partner shall:

(1) Calculate the embodied carbon impact and establish a baseline for each typology, which should include the average embodied carbon intensity per:

- (a) Project typology
- (b) Commonly used materials
- (c) LCA phase (A1-C3/D4)

(2) Scale the typology-based calculations to estimate citywide impact, using the average annual construction activity in NYC, to establish a citywide baseline for construction, major renovation, and retrofits of buildings and infrastructure.

Task 4: Citywide Policy Recommendations

The Academic Partner shall make citywide policy recommendations as provided in detail below:

(1) Develop preliminary pathways for embodied carbon reductions and associated modernization within each building typology by analyzing available low-embodied carbon alternatives.

(2) Using the design scenarios established with OLTPS in Task 2 (7) above, conduct scenario analyses to assess the potential impact of specific low-embodied carbon design choices for each typology. Scenario analyses must assess design choices for their cost, impact, feasibility of implementation, and other ancillary health and safety benefits.

(3) Recommend preliminary baseline values and a framework for a citywide embodied carbon cap that becomes more ambitious over time and aligns with the commitments in the C40 Clean Construction Accelerator. This framework should suggest how city policies can be shaped to incentivize modern, low embodied carbon construction in all neighborhoods, bolster the economy, and develop more “green collar” construction workforce in NYC.

(4) Clearly document all underlying inputs, assumptions and methodologies used in this Research Project, specifying and documenting the modeling frameworks and approaches used to establish the baseline.

(5) Develop a methodology which allows the City to update a citywide embodied carbon baseline on a periodic basis to demonstrate progress towards NYC commitment of 50% reduction in embodied carbon, per the C40 Clean Construction Accelerator.

2. Research Project Deliverables

(1) The PMP and associated deliverables under the PMP, with any updates to the PMP to reflect any revisions to methodology and approach based upon their review of the studies listed in Task 2 above and any other relevant studies under Task 2 above.

(2) Database from Task 2 (6). The Database must be provided as a Microsoft Excel(.xlsx) document in digital format.

(3) Summary Memo, which, based upon the review of the studies and assumptions in Tasks 1 and 2, and completion of Task 3, summarizes key insights gained from the Research Project and, based on Task 4, identifies areas that require further investigation in the form of a priority list of specific considerations to be explored by OLTPS . The Summary Memo must be provided as a Microsoft Word (.docx) document in digital format.

(4) Methodology Report, which accounts fully for all inputs and approaches relevant to the Research Project in Tasks 1 through 4. The Methodology Report shall contain detailed explanations of the assumptions, key inputs, methodology, key findings, scenario development, and evaluation of other

considerations or limitations of the key findings. The Methodology report must be provided as a Microsoft Word (.docx) document in digital format.

(5) Implementation Plan Report, delivered in stages below and corresponding to the Tasks above that will become a comprehensive report establishing a baseline for embodied carbon in NYC.

- (a) Draft Report at 50% completion: Initial findings and draft baseline calculations.
- (b) Draft Report at 90% completion, which will be a near final report providing OLTPS with an opportunity for OLTPS review and feedback.
- (c) Final report.

This Implementation Plan Report must:

- (a) Address the average total embodied carbon intensity for a range of the most common new construction/retrofit typologies as determined by OLTPS, in consultation with the Academic Partner in Task 2, and a quantification that scales the number of projects in each typology up to yearly citywide building and infrastructure stock values.
- (b) Report on the average embodied carbon intensity in each LCA phase grouping (A1-C3/D4).
- (c) Report on the average embodied carbon of high-volume, high-embodied carbon building materials (ex: types of beams and columns, floors, foundations, roofs, walls, and/or other specific retrofits, etc.).
- (d) Provide example scenarios determined in Task 2 (7) and analyzed in Task 4 (2) that show the possible change in embodied carbon from specific low embodied carbon design choices/specific material replacements.
- (e) Provide a pathway to 50% reduction in embodied carbon, as outlined in the NYC Clean Construction Accelerator goals.

The Implementation Plan Report must be provided as a Microsoft Word (.docx) document in both paper and digital formats, and all underlying calculations must be provided in Excel (.xlsx) format. The Implementation Plan Report must summarize the general Research Project approach and key findings for a general audience in an Executive Summary. Any confidential data used in the Implementation Plan Report must be aggregated and anonymized.

(6) Presentation: A PowerPoint presentation of the Implementation Plan Report and supporting worksheets that highlights key findings in the Implementation Plan Report.

III. Format and Contents of the Proposal in Response

The Proposal in Response must be in a form that conforms to Appendix B-2 to the Consortium Contract, which template form is attached to this document as Attachment B for the purpose of convenience.

That template form is also downloadable from the Town+Gown:NYC website at (<http://www1.nyc.gov/site/ddc/about/town-gown-advisory-council.page>). The Consultants shall not make organizational changes to the Proposal in Response template form and **shall limit their Proposal in Response to 12 pages, 1.15 spaced, in size 11 font, exclusive of resumes or curricula vitae.**

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 up to \$500,000 for this Research Project. Allocated funds are from a US Department of Energy ("DOE") grant: EECBGBIL from federal Dept. of Energy, Grant Award # DE-SE0000692, Program Year 2023, Effective Dates: 09.01.24-08.31.27 ("DOE Grant").

B. Other Considerations.

1. *Insurance.* If awarded the Task Order resulting from this T+G RFP, the Consultant and all of its subconsultants must not commence performing any services under the resulting Task Order until all insurance required by this T+G RFP, and the resulting Task Order, is in effect and provided satisfactorily to the Requestor. The Consultant must ensure uninterrupted and continuous insurance coverage in the

manner, form, and limits required by this T+G RFP, and the resulting Task Order, throughout the entire duration of the Task Order.

The Consultant must provide the insurance as indicated below:

Article 7 – Insurance	
Types of Insurance	Minimum Limits and Special Conditions
■ Workers' Compensation ■ Disability Benefits Insurance ■ Employers' Liability	Statutory amounts
☐ Commercial General Liability	\$_____ per occurrence \$_____ personal & advertising injury \$_____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____
☐ 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
☐ Professional Liability/Errors & Omissions	\$ <u>1,000,000.00</u> per claim

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

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

3. *US DOE Provisions.* Under the terms of law governing the DOE Grant, the City as the recipient, is subject to the provisions of 2 CFR 200.315 with respect to the Study deliverables. For example, with respect to intangible property produced under the DOE Grant for the City via this RFP and any resulting Task Order, DOE reserves a royalty-free, non-exclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes and to authorize others to do so. Please see all provisions of 2 CFR 200.315 for all rights of DOE with respect to the intangible property created by the resulting Task Order from this RFP.

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

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

SUBMIT BY RFP RESPONSE DUE DATE

RFP NAME	REQUESTOR	PROPOSAL IN RESPONSE DUE DATE

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

This is to certify that _____, a Consultant academic institution under the city-wide Town+Gown Master Academic Consortium Contract, will not be submitting a Proposal in Response to the above referenced solicitation document prepared by the listed Requestor.

REASON(S) FOR NO SUBMISSION:

- ☐ UNAVAILABILITY OF REQUIRED RESOURCES
☐ PRIOR COMMITMENTS
☐ INADEQUATE ANTICIPATED FUNDING LEVEL
☐ PROJECT DURATION
☐ POTENTIAL CONFLICT OF INTEREST
☐ DUPLICATION OF ONGOING EFFORT
☐ OTHER (PLEASE EXPLAIN)

AUTHORIZED REPRESENTATIVE:

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: ____/____/20__

Form of Proposal in Response Template with Instructions Memo

Word Version Available for Downloading at [Faculty-Directed Research](#)

[Consultant logo/letterhead here]

[Name of Consultant's] Proposal in Response to

[Name of Town+Gown RFP]

under the Consortium Contract [insert MMA1 number]

*** IMPORTANT NOTE! *** *CONSULTANTS MUST NOT CHANGE THE FORM OF THE PROPOSAL IN RESPONSE. The Proposal in Response accepted by the Requestor will form the basis of the Task Order, and it is important that this template form be unchanged. If you have questions, please contact the Requestor contact on the Town+Gown RFP or your institution's Gown Advisory Council representative.*

*** IMPORTANT NOTE! *** *This Proposal in Response form is related to a public procurement and not a grant program, and the terms of the Proposal in Response that the Requestor selects for an award become the terms of the resulting Task Order, subject to further negotiation only as permitted by the Consortium Contract and the City's Procurement Policy Board rules.*

Prepared by [Consultant Name]

[Date]

*Article 1. Agreement. This Proposal in Response has been prepared and submitted pursuant to the provisions of the Town+Gown Master Academic Consortium Contract, by and between [*** IMPORTANT NOTE! *** Insert your institution's name] (the Consultant), and the New York City Department of Design and Construction ([*** IMPORTANT NOTE! *** Insert MMA1 number for Consortium Contract for your institution from chart on preceding memo]) (the Consortium Contract). All capitalized terms used, but not defined, herein shall have the meanings ascribed to them in Article 1 of the Consortium Contract.*

If this Proposal in Response is accepted by the Requestor, the awarded Research Project will be governed by a Task Order, negotiated and executed, pursuant to Section 3.4 of the Consortium Contract and the PPB rules, by the Consultant and the Requestor, which Task Order will define the contractual relationship between the Consultant (to become the Academic Partner) and the Requestor (to become the Practitioner Partner) for the duration of the Research Project. The provision of services under the Task Order will be further governed by the terms and conditions of the Consortium Contract, including but not limited to those in the Town+Gown RFP, complying with the provisions of Section 3.2 of the Consortium Contract, and those in the Consortium Contract as required and provided therein.

If this Proposal in Response is accepted by the Requestor, the Consultant agrees to accomplish the Project for which a Task Order will be executed and registered, on time and within budget. The nature of academic research requires some flexibility in the timing of performance, with unforeseeable obstacles and delays. Section 4.03(a) of the PPB Rules is analogous to the National Science Foundation's practice with respect to delays in academic research and is available as a method of providing extensions of time on Task Orders for performance due to the typical delays in academic research. The Academic Partner shall not perform services under the Consortium Contract until a Task Order has been executed and registered with the Comptroller.

Article 2. Proposal in Response to Town+Gown RFP.

*** IMPORTANT NOTE! *** *Subject to the requirements of the Consortium Contract and the Town+Gown RFP issued by the Requestor, this Proposal in Response shall be organized in a manner so as to provide the types of information as described below. Please review Section 3.3 of the Consortium Contract for provisions related to the Proposal in Response. Due to the standard of evaluation set forth in Section 4.3 of the Consortium Contract with respect to payment and the certification in Section 4.2 of this Proposal in Response, which will be repeated in the related Task Order, it is especially important that the Consultant be as detailed, as specific and as clear as possible with respect to the elements set forth below. After an award is made based on a particular Town+Gown RFP, these Article 2 elements of the Town+Gown RFP become the Academic Practitioner's obligations under the resulting Task Order.*

2.1 Research Project Objectives.

*** IMPORTANT NOTE! *** *Describe the overall research project objectives and goals.*

*** IMPORTANT NOTE! *** *Describe, in greater detail, the scope of the research project, listing and describing the research approaches, the work to be performed and the phases of the work.*

*** IMPORTANT NOTE! *** *Describe the nature of the collaboration between staffs of the Requestor, as practitioner, and the Consultant, identifying the elements of practitioner experience that would be useful for the research, as well as any other research needs with which the Requestor could provide assistance.*

2.2. Work Products and Deliverables.

*** IMPORTANT NOTE! *** *Describe the anticipated work products and deliverables for the Research Project, including interim reports if appropriate, in a greater level of detail than above, including the form and the nature of the content.*

2.3. Project Plan and Estimated Duration of Project, including Schedule.

*** IMPORTANT NOTE! *** *Describe the plan for the Research Project, assigning time values for elements of the scope as a schedule for the Project. City agencies must use expense funds in the City fiscal year they are*

appropriated; they are not permitted to roll unexpended expense funds into the following City fiscal year and must appropriate expense funds anew in each succeeding City fiscal year. Thus, for Research Project funded with City tax levy funds, it is important to demonstrate an alignment between the proposed schedule in the Project Plan and the Requestor's expressed expectation for the Project duration in the Town+Gown RFP. Payment requisitions pursuant to Article 4 of the Consortium Contract require, among other things, a status report to indicate the relation of the payment requisition to the Project Plan.

2.4. Project Staffing and Organization.

*** IMPORTANT NOTE! *** *List the members of the Academic Team, the costs of whose work will be estimated in the chart in Section 2.5 below, and provide an organizational chart showing the Academic Team's organization for the Project.*

*** IMPORTANT NOTE! *** *One of the elements of Town+Gown's Organizational Character is supporting academic-practitioner collaborations by highlighting the importance of practice as a source of knowledge, with Academics and Practitioners as equal partners in knowledge creation. Thus, it is important to describe how the Academic Team members will interact with the Requestor's staff and other entities, including a narrative describing the organization and interactions as they support the nature of the academic-practitioner collaboration in Section 2.1 above which will become part of the Project Plan. In such Project Plan, it will be important to anticipate how the Academic Partner will work with the Practitioner Partner on a Research Project as the equivalent of a peer reviewer on any Task Order-generated work product as contemplated by Section 6.01A of Appendix A.*

*** IMPORTANT NOTE! *** *The Consultant will estimate costs associated with the Academic Team pursuant to the provisions of Section 3.3 (d) and (e) of the Consortium Contract and show them on the chart in Section 2.5 below. The Consultant shall include a curriculum vitae or resume of no more than three (3) pages for each Senior Personnel member of the Academic Team, including any Subcontractors.*

*** IMPORTANT NOTE! *** *As provided in Section 3.3 (e) (8) of the Consortium Contract, the Consultant may include, in the Academic Team, entities providing services as Subcontractors. To the extent a Task Order includes the services of Subcontractors, the Consultant shall be responsible for the performance of Subcontract services. For the convenience of reference only, the Consultant should know that subcontracts shall comply with the requirements of Section 2.07, 3.02, 4.07, 7.03, 7.08, 7.09 and 13.06 of Appendix A. Further, expenses incurred by the Consultant in connection with furnishing Subcontractors for the performance of required services under a Task Order are deemed included in the payments to the Consultant as set forth in Article 4 of this Consortium Contract. While the Consultant may pay its Subcontractors first and then seek reimbursement pursuant to the applicable provisions of this Consortium Contract, in the event the Consultant does not pay its Subcontractors prior to seeking*

reimbursement, the Consultant shall pay its Subcontractors the full amount due them from their proportionate share of the requisition, as paid by the City. The Consultant shall make such payment not later than five Days after receipt of payment by the City.

2.5. Proposed Project Budget and Not to Exceed Amount

*** IMPORTANT NOTE! *** *Using this chart as a template, provide a proposed Project budget, estimating the costs of each component of the Project as provided in Section 3.3(e) of this Consortium Contract, and providing any require additional justification. Please provide a copy of an effective negotiated indirect cost rate with federal agency bound by the provisions of OMB Circular A-21 or a proposed indirect cost calculation methodology pursuant to Section 3.3(e)(xi) of the Consortium Contract.*

Principal Investigator/Project Director:				
Headings under Section 3.3 (e)	[columns for calculations]			Costs

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

Article 3. Consultant's Billing and Invoicing.

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

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

Article 4. Representations and Warranties.

*** IMPORTANT NOTE! *** *This is boilerplate—do not make any changes to this section.*

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

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

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

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

The submission of curriculum vitae and resumes for the Senior Personnel members of the Academic Team, whether they are the Consultant's direct employees or Subcontractors, with the Proposal in

Response, implies that such individuals will be available to perform the services on the Project. For the Consultant who is awarded the Task Order, it is expected that such members of the Academic Team will perform the services under the Task Order; provided, however, that such Consultant may replace members of the Academic Team on the Project during the term of the Task Order with personnel who possess qualifications substantially similar to those being replaced, with prior notice to the Practitioner Partner.

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

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

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

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

4.7. Affirmation. The Consultant affirms and declares that it is [* 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:

*** IMPORTANT NOTE! *** This is boilerplate—do not make any changes to this section.

- (1) subcontractors pursuant to Sections 3.3 (b) and (e)(8) of the Consortium Contract, subject to final compliance with PPB Rule requirements and Sections 2.07, 3.02 and 4.07 of Appendix A,
- (2) compensation beyond three months and/or utilizing a percentage equivalent of academic contract effort pursuant to Section 3.3(e)(1) of the Consortium Contract,
- (3) treating components of an Academic Partner’s facilities and administration as a direct cost pursuant to Section 3.3 (e)(2) of the Consortium Contract,
- (4) the purchase of equipment and post-Project ownership of such equipment pursuant to Section 3.3 (e)(6) of the Consortium Contract,
- (5) the incurrence of expenses related to long-distance travel pursuant to Section 3.3 (e)(7) of the Consortium Contract, to be reimbursed, in the case of City Agency Requestors, pursuant to the provisions of Article 4 of the Consortium Contract,
- (6) the incurrence of expenses related to computer services pursuant to Section 3.3 (e)(9) of the Consortium Contract, and
- (7) the application of the formula to determine indirect costs pursuant to Section 3.3(e)(10) of the Consortium Contract.

Article 6. Relation of Task Order to Consortium Contract.

*** IMPORTANT NOTE! *** This is boilerplate—do not make any changes to this section.

6.1 Task Order Incorporates Terms of Consortium Contract. If the Requestor accepts this Proposal in Response, the resulting Task Order shall be deemed to incorporate all the terms and conditions of the Consortium Contract, including Appendix A thereto, even if such terms and conditions are not expressly reiterated in the Task Order.

6.2 *Task Order Not an Amendment of Consortium Contract.* Neither a Proposal in Response nor a Task Order may alter the terms and conditions of the Consortium Contract. The terms and conditions of the Consortium Contract Agreement can only be modified by the parties in an amendment pursuant to Section 6.4 of the Consortium Contract, and any provision of a Task Order that would have the effect of amending a term or condition of the Consortium Contract shall be null and void.

Any amendments, changes or modifications of this Task Order must comply with the provisions of Section 9.01 of Appendix A.

6.3 *Conflict between Task Order and Consortium Contract.* In the event of any conflict between any provision in a resulting Task Order and any provision of the Consortium Contract, including Appendix A thereto, the provision in the Consortium Contract shall control.

SUBMITTED BY:

By: _____

Name: _____

Title: _____

Date: _____