As of June 2018

To: Requestor Program and ACCO Staff

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

Re: Instructions for Use of Town+Gown RFP Template Form

This memo preceding the template form of the Town+Gown RFP (defined below) under Town+Gown/DDC’s city-wide Town+Gown Master Academic Consortium Contract (the **Master Contract**), for which Town+Gown/DDC acts as administrator, and the document entitled *Does Your Agency Have an Academic Need?!*, which is downloadable from the Town+Gown website (<http://www1.nyc.gov/site/ddc/about/town-gown-components.page#funded>), are intended to provide all of the information your agency’s program and ACCO staff will need to create a Town+Gown RFP and later to turn the awarded Proposal in Response into a Task Order to be to be registered with the Comptroller’s Office. If you have additional questions or require clarification, please contact Terri Matthews, Director, Town+Gown (matthewte@ddc.nyc.gov) or Nicholas Mendoza, DDC’s ACCO (MendozaNi@ddc.nyc.gov). The Proposal in Response and the resulting Task Order must be in the form of Appendix C to the Master Contract, which this template Town+Gown RFP supports. Appendix C is a combined Proposal in Response and Task Order form, which Town+Gown/DDC has turned into separate forms available at the Town+Gown website at the link above.

What follows is the template form of the Town+Gown RFP under the Master Contract. The Master Contract and the Town+Gown RFP are for procurements of faculty-directed research that is supported by Town+Gown’s action research program. Town+Gown/DDC used the city’s Procurement Policy Board (**PPB**) Rules Section 3-12 ***“innovative procurement”*** method to create the Master Contract, with a consortium (vendor) pool of the following academic institutions (the **Academic Consortium**):

* [Brooklyn Law School](https://www.brooklaw.edu/)
* [City University of New York](http://www2.cuny.edu/)
* [Columbia University](http://www.columbia.edu/)
* [Cornell University](https://www.cornell.edu/)
* [Drexel University](http://drexel.edu/)
* [Fordham University](http://www.fordham.edu/)
* [Manhattan College](https://manhattan.edu/)
* [New York Institute of Technology](http://www.nyit.edu/)
* [New York University](http://www.nyu.edu/)
* [Pace University](http://www.pace.edu/)
* [Pratt Institute](https://www.pratt.edu/)
* [State University of New York](https://www.suny.edu/)
* [The Cooper Union](http://cooper.edu/)
* [The New School](http://www.newschool.edu/)
* [Tufts University](http://www.tufts.edu/)

Any combination of city agencies, state agencies and certain not-for-profit corporations (collectively, the **Requestor**, as defined in the Master Contract to be a Requesting City Agency, a Requesting Public Entity and any combination of either or both) can utilize the Master Contract by submitting an RFP under the Master Contract (the **Town+Gown RFP)** to Town+Gown/DDC, as administrator of the Master Contract. Town+Gown/DDC will transmit the Requestor’s Town+Gown RFP to the Academic Consortium institutions, pursuant to the terms of the Master Contract.  The Academic Consortium institutions respond with their respective **Proposal in Response**, and the Proposal in Response selected by the Requestor becomes the **Task Order** for the Requestor’s research project. Under the Master Contract, the Academic Consortium institutions have the option to respond with a No Bid Response. The Town+Gown RFP, Proposal in Response and Task Order documents are in template form and are all posted on the Town+Gown website (<http://www1.nyc.gov/site/ddc/about/town-gown-components.page#funded>).

Features of the Master Contract and the thee template form documents permit:

* Requestor program and ACCO staff to focus on their research needs, project scope and required deliverables
* The 15 Academic Consortium institutions to function as a pre-qualified list, with competition taking place at the Task Order level
* The responding Academic Consortium institutions to focus on their research capacities and responses on the project scope and deliverables
* The resulting Task Order to focus on the research project only, with all general contract provisions already in the Master Contract
* Joint proposals among Academic Consortium institutions to increase the response rate from Academic Consortium institutions
* A fast-tracked process that *can* be as quick as 90-days

It is important to remember that when the Requestor uses the Master Contract by submitting a Town+Gown RFP to Town+Gown/DDC for release to the Academic Consortium institutions, it is the Requestor’s procurement and not DDC’s procurement. Thus, the Requestor, through its ACCO and agency program staff, controls the development of the Town+Gown RFP, *like all other Requestor procurements*.

The following template Town+Gown RFP form contains instructions following the  icon. These instructions should be removed in the Town+Gown RFP submitted to Town+Gown/DDC for release to the representatives of the Academic Consortium institutions for dissemination across their respective institutions as required under the Master Contract.

In general, please be aware of the following issues, which are also noted with the  icon in the template.

* While the Consortium Contract aims at reducing procurement timeframes to speed up the process, it is important to strike the appropriate balance in order to get the value of academic input as anticipated by the Consortium Contract. The general policy is for a Proposal in Response return date of at least a minimum of 30 days, which can be shortened under certain circumstances, such as a pressing need for expert panel advice, and may need to be lengthened when Town+Gown RFPs are released before the Academic Consortium institutions are in full academic session.
* Faculty-directed research in the context of the Master Contract and Town+Gown’s action research methodology is intended to provide needed knowledge in an open context. As noted in Section 3.2(f) of the Master Contract, there are several provisions in Appendix A (Sections 5.05 (Removal of Records), 5.08 (Confidentiality), 6.01 (Copyrights) and 6.02 (Patents)) that are different than those in standard city contracts and reflect both standard academic practice with federal contracting agencies as well as the action research principle that both practitioner and academic are equal partners in knowledge creation (the **standard academic practice**). Sections 5.05, 5.08, 6.01 and 6.02 reverse the pattern of rights on standard City contracts, so that the standard academic practice applies. Section 6.01A contains provisions that closely adhere to standard academic practice but differs from that practice to reflect the equal partnership between academics and practitioners in knowledge creation under Town+Gown. There is the option for Requestors to revert to standard City provisions for Sections 5.05, 5.08 and 6.01, if Town+Gown, as Master Contract administrator, consents and the Town+Gown RFP includes such election(s).
* To the extent the Requestor intends to make confidential certain data that it or other entities will provide to the researchers to accomplish the Research Project, in order to comply with Law or as a matter of agency practice, the Requestor should also specifically note what data sources it will make confidential in Section II as indicated in the Town+Gown RFP template form.
* The Requestor must specify, in the Town+Gown RFP, the qualitative and quantitative criteria, including price, and the respective weights attached to such criteria that it will use to evaluate all Proposals in Response it receives. The Academic Consortium institutions were not selected on the basis of any competition at the Master Contract level. The necessary competition was deferred to the Task Order phase and was intended to be based on proposals in response to Town+Gown RFPs. Price needs to be considered in the context of the “Evaluation Criteria and Evaluation Procedures” section, to be established by the Requestor, which are subject to the Charter and PPB Rules. The template provides suggested text for evaluation criteria and procedures and text for elements of “Other Considerations” and “Basis of Award” that the Requestor may alter in its discretion, subject to the Charter, the PPB Rules and the Master Contract.
* The nature of faculty-directed research requires the Requestor to indicate either the budgeted amount for the Research Project or a range where the budgeted amount represents the higher bound. The template provides suggested text for the budgeted amount that the Requestor may alter in its discretion, subject to the Charter, the PPB Rules and the Master Contract.
* Items for inclusion under the “Other Considerations” heading.
	+ If the Requestor wishes to elect the options available under Sections 5.05, 5.08 and/or 6.01 of Appendix A, with Town+Gown’s consent, as Master Contract administrator, it should affirmatively indicate such election as permitted Sections 5.05. 5.08 and/or 6.01 of Appendix A. Sections 6.01A and 6.02 vest intellectual property with the winning Academic Consortium institution and the City reserves a royalty-free license. If the Requestor does not make the election permitted by Section 6.01, the Requestor will be a participating peer on any resulting academic publications related to the Research Project, which reflects the federal model of funded academic research.
	+ In consultation with the city’s Law Department, city agencies may omit certain insurance required under Appendix A. In order to permit Academic Consortium institutions to decline to field a Proposal in Response due to the insurance required by the Requestor and instead provide a No Bid Response, it is necessary for the Requestor to indicate in the Town+Gown RFP what insurance it will require and what insurance, if any, it will omit. Insurance required by statute cannot be omitted.
	+ If, earlier in the Town+Gown RFP, the Requestor indicates that it intends to make confidential certain data it or other entities will provide to the researchers to accomplish the Research Project (which is different than what is covered in Section 5.08 of Appendix A), in order to comply with Law or as a matter of agency practice, the Requestor should also repeat that intent here with a cross-reference to Section II B.
	+ Questions about joint proposals and subcontracting always come up, so the Town+Gown RFP template provides text intended to provide the individual researchers at the Academic Consortium institutions with references to the Consortium Contract so that they may contact their Gown Advisory Council representative to obtain a copy of the Consortium Contract and review these provisions as they prepare their Proposals in Response.

[Requestor to insert logo(s) here]

**[Name of Requestor’s] Town+Gown Request for Proposals**

**under the Consortium Contract**

* *Note: Town+Gown RFPs issued by any Requestor that is a City Agency alone or with other City Agencies or Public Entities must comply with the requirements of PPB Rules Section 3-03. Pursuant to Sections 2.3 of the Consortium Contract, Town+Gown/DDC will review the Town+Gown RFP before releasing it to the Consultants in the Academic Consortium vendor pool to assure that it complies with the terms of the Consortium Contract.*

**I. General Items**

A. Invitation to Submit Proposals in Response. [*Name of Requestor*] (the “Requestor”) invites the Consultants under the Town+Gown Master Academic Consortium Contract (the “Consortium Contract”), to submit Proposals in Response for [*name of research project*] (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 \_\_:\_\_ \_\_.M., \_\_\_\_\_\_\_\_\_\_\_\_ \_\_, 201\_, to [Name], [Title] at [email address]. [ *Note: Insert if Requestor’s email has a file size limit*: Please note that there is a \_\_ 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 \_\_:\_\_, \_.M, \_\_\_\_\_\_\_\_\_\_\_ \_\_, 201\_, [* Note: it should be same as return date above*] to [Name], [Title] at [email address].

 *Note re: Due Dates:*  *A value behind the PPB Rule provisions governing due dates for receipt of Proposals in Response is to provide enough time for a fair competition. While the Consortium Contract aims at reducing procurement timeframes to speed up the process, it is important to strike the appropriate balance in order to get the value of academic input as anticipated by the Consortium Contract. PPB Rule 3-03 provides guidelines. PPB Rule Section 3-03 for Competitive Sealed Proposals (which Town+Gown RFPs are closest to) requires a minimum of 20 days (or, if Section 6-129 of the City Code applies, 27 days). PPB Rule Section 3-08 for Small Purchases (not more than $100,000) is silent on the length of the response period. The general policy is for a Proposal in Response return date of at least a minimum of 30 days, which can be shortened under certain circumstances, such as a pressing need for expert panel advice, and may need to be lengthened when Town+Gown RFPs are released before the Academic Consortium institutions are in full academic session.*

 *Note re: Electronic Submission: Requestor, subject to applicable law requiring submission of hard copies, may permit Consultants to respond by electronic submission in addition to hard copies. If the Requestor does so, it must provide due dates for the transmission of both, with particular requirements that are appropriate to each type of transmission.*

 *Note re: Potential Project Planning Meeting: To support the aim of the Consortium Contract to maximize the value of academic input, Requestors should know that it is possible, consistent with PPB Rule Section 3-03(f)(1), to request a meeting with the Gown Advisory Council, in advance of releasing a Town+Gown RFP, to present a potential Research Project to the Gown Advisory Council and discuss aspects of such potential Research Project to assure that a Town+Gown RFP Research Project is suitable for faculty-directed research, including but not limited to issue identification, research objectives, scope articulation and related cost elements. Any resulting Town+Gown RFP will be distributed to all Consultants and will be subject to the evaluation and award criteria and process established under the Consortium Contract and the Town+Gown RFP.*

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 [name], [title] at [email address], no later than \_\_:\_\_ \_.M., \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_, 201\_. 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.

 *Note re: Potential Town+Gown-RFP Clarification Meeting(s). PPB Rule Section 3-03(f) also permits agencies,* ***after the Town+Gown RFP is released,*** *to invite**all Academic Consortium institutions to a meeting (or meetings, if necessary), which could be convened in conjunction with the Gown Advisory Council, to explain the research project in greater detail.   While the Town+Gown RFP is open, all questions would need to be answered as an Addendum to the Town+Gown RFP and released to all Academic Consortium institutions (whether they attended the meeting or not, unless the meetings were “mandated in the Town+Gown RFP”, which would trigger another set of requirements).  The key to the applicable PPB Rules is to be sure that all potential proposers are informed of all questions and all answers in an Addendum.]*

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:

[Name]

[Title], [Agency]

[Email address]

 *Note: The name of the person in this section will be the only person at the Requestor to whom Consultants should direct (a) Proposals in Response, (b) Inquiries or Requests for Clarification or Explanation, (c) receipt of any Addendum.*

**II. Scope of Work**

A. General Research Project Description.  *Note: The Requestor must describe Research Project, in the body of the Town+Gown RFP and/or as an attachment to the Town+Gown RFP. The Consortium Contract supports the Town+Gown program, which focuses on the Built Environment. Since every public service takes place in or on and/or requires use of at least one component of the Built Environment, it should be possible to put a Research Project in the context of the Built Environment.*

B. Research Project Objectives.  *Note: This is where the Requestor moves from the general objectives outlined above and provides a more detailed scope of the Research Project, outlining, in greater detail, the Requestor’s Project requirements in order to provide the Consultants with a good foundation for their respective Proposals in Response, one of which will eventually become the contracted scope of work for the Project in the awarded Task Order. It is important for the Requestor to be as concrete as possible in this section about time, budget and any other parameters that will express the Requestor’s research needs and constraints, to the extent known. In addition, if the Requestor intends to make confidential certain data it or other entities will provide to the researchers to accomplish the Research Project, in order to comply with Law or as a matter of agency practice, the Requestor should also specifically note what data sources it will make confidential in this Section II B.*

**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.

 *Note: The Proposal in Response from the Consultants must be in a form that conforms to Appendix C to the Town+Gown Consortium Contract. The template form for the Proposal in Response is downloadable from the Town+Gown website* (<http://www1.nyc.gov/site/ddc/about/town-gown-components.page#funded>). *Requestors should be aware it is important that Consultants are not to make changes to the form Proposal in Response since, as anticipated in Appendix C, it becomes the Task Order, which template form is also available on the Town+Gown website above.*

**IV. Evaluation Criteria and Evaluation Procedures**

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

|  |  |  |
| --- | --- | --- |
| *Criteria* | *Weight*eye *Notes—see below* | *Explanation* |
| *Experience* | 40% | Background and experience with respect to the disciplines and issues covered in the Research Project. |
| *Organizational Capability* | 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. |
| *Approach and Methodology* | 30% | Approach to the Research Project and methodologies proposed. |
| *Cost*  | 10% | Cost proposals will be evaluated competitively.The Requestor has allocated $­­­­­­­­­\_\_\_\_\_\_\_\_\_\_ for this research project. [Alternative: Proposals are expected to be in the range of $ \_\_\_\_\_\_\_\_ to $\_\_\_\_\_\_\_\_\_\_.]* *Note: The nature of faculty-directed research requires the Requestor to indicate either the budgeted amount for the Research Project or a range where the budgeted amount represents the higher bound.*
 |

 *Note: The Requestor must specify, in the Town+Gown RFP, the qualitative and quantitative criteria, including price, and the respective weights attached to such criteria that it will use to evaluate all Proposals in Response it receives. The Consultants in the Consortium Contract were not selected on the basis of any competition. The necessary competition was deferred to the Task Order phase and was intended to be based on proposals in response to Town+Gown RFPs. Price needs to be considered in the context of this “Evaluation Criteria and Evaluation Procedures” section, subject to the Charter and PPB Rules. The evaluation criteria and procedures text above, the Other Considerations and Basis of Award text below are suggestions that the Requestor may alter in its discretion subject to the Charter, PPB Rules and the Consortium Contract.*

B. Other Considerations.

* *Note: If the Requestor wishes to exercise any or all of the options to revert to standard City provisions for Sections 5.05, 5.08 and 6.01, Town+Gown, as Master Contract administrator, must consent, and those election(s) need to be stated explicitly here in the Town+Gown RFP. Town+Gown will supply the text for such elections. Faculty-directed research in the context of the Master Contract and Town+Gown’s action research methodology is intended to provide needed knowledge in an open context. As noted in Section 3.2(f), there are several provisions in Appendix A (Sections 5.05 (Removal of Records), 5.08 (Confidentiality), 6.01 (Copyrights) and 6.02 (Patents)) that reflect standard academic practice with federal contracting agencies and Town+Gown’s action research principle that both practitioner and academic are equal partners in knowledge creation (the* ***standard academic practice****). Sections 5.05, 5.08, 6.01 and 6.02 reverse the pattern of rights on standard City contracts, so that the standard academic practice applies.*  *Language is available from Town+Gown for this purpose.*
* *Note: In consultation with the City Law Department, city agencies may omit certain insurance required under Appendix A to the Consortium Contract. In order to permit Consultants to decline to field a Proposal in Response due to the insurance required by the Requestor and instead provide a No Bid Response, it is necessary for the Requestor to indicate here in the Town+Gown RFP what Appendix A insurance it will require and what Appendix A insurance, if any, it will omit. Insurance required by statute cannot be omitted.*

*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** |
| **■** Workers’ Compensation **■** Disability Benefits Insurance **■** Employers’ Liability   | Statutory amounts  |
| **□** Commercial General Liability  | $\_\_\_\_\_\_\_\_ per occurrence $\_\_\_\_\_\_\_\_\_ personal & advertising injury $\_\_\_\_\_\_\_\_\_ aggregateAdditional Insureds:1. City of New York, including its officials and employees, and2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_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  | $1,000,000.00 per claim |

* *Note: Questions about joint proposals and subcontracting always come up. The text below, which is recommended to include in the Town+Gown RFP, is intended to provide the individual researchers at the Academic Consortium institutions with references to the Consortium Contract so that they may contact their Gown Advisory Council representative to obtain a copy of the Consortium Contract and review these provisions as they prepare their Proposals in Response.*

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.

 *Note: If, in Section II B above, the Requestor indicates that it intends to make confidential certain data it or other entities will provide to the researchers to accomplish the Research Project (which is different than what is covered in Section 5.08 of Appendix A), in order to comply with Law or as a matter of agency practice, the Requestor should also repeat that intent here with a cross-reference to Section II B above.*

C. Basis of Award. The Requestor, [ *Note: if a City agency*] 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.

Attachment A

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\_\_

Attachment B

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](https://www.brooklaw.edu/)
* [City University of New York](http://www2.cuny.edu/)
* [Columbia University](http://www.columbia.edu/)
* [Cornell University](https://www.cornell.edu/)
* [Drexel University](http://drexel.edu/)
* [Fordham University](http://www.fordham.edu/)
* [Manhattan College](https://manhattan.edu/)
* [New York Institute of Technology](http://www.nyit.edu/)
* [New York University](http://www.nyu.edu/)
* [Pace University](http://www.pace.edu/)
* [Pratt Institute](https://www.pratt.edu/)
* [State University of New York](https://www.suny.edu/)
* [The Cooper Union](http://cooper.edu/)
* [The New School](http://www.newschool.edu/)
* [Tufts University](http://www.tufts.edu/)

What follows is the template form of the Town+Gown Proposal in Response under the Consortium Contract, which contains instructions after the  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  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 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**

 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.

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 [See the source image Insert your institution’s name) (the Consultant), and the New York City Department of Design and Construction, registered with the Comptroller’s Office [*See the source image*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.*

# See the source imageSubject 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*

Describe the overall objectives and goals.

Describe the scope, listing and describing the research approaches, work to be performed and the phases of the work.

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*

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.*

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.

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.

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.

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*

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 |
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|  |  |  |  |  |
| ***Not to Exceed Amount*** |  |  |  | ***$ .*** |

## *Article 3. Consultant’s Billing and Invoicing.*

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.

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.

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

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

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

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

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

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

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

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

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

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

(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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_