



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
Citywide Fossil Fuel Phase Out 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 Citywide Fossil Fuel Phase Out 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 20 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 this Town+Gown RFP, and sent by Town+Gown/DDC to all the Consultants to which this 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.

The City's 2023 strategic climate plan, *PlaNYC: Getting Sustainability Done*,¹ sets forth an initiative to phase out City capital spending on fossil fuel powered equipment and infrastructure, demonstrating the City's intent to lead by example in eliminating fossil fuel combustion on its capital-funded projects. Building upon this City capital initiative and extending it to the private sector, the City's first long term energy plan, *PowerUp NYC* (2023),² includes a key initiative to explore pathways to phase out fossil fuel based building equipment on a citywide basis for private sector buildings.

NYC is home to over 1 million buildings that largely contain inefficient legacy fossil fuel fired heating systems. These are significant drivers of criteria air pollutants and other emissions that must be significantly reduced to meet NYC stated goals and mandates.

Modernizing NYC buildings and moving away from in-kind heating system replacement will make our city more livable for New Yorkers, improving tenant comfort and both indoor and outdoor air quality.

Any new building equipment installed today will operate for decades to come, and if they are fossil fuel based, emissions and air pollutants will be locked in during that period. Therefore, building equipment replacements should be electric-based wherever feasible to optimize private investment cycles and reduce building emissions citywide.

¹ See [PlaNYC: Getting Sustainability Done - NYC Mayor's Office of Climate and Environmental Justice](#).

² See [PowerUp NYC - NYC Mayor's Office of Climate and Environmental Justice](#).

The intent of the Citywide Fossil Fuel Phase Out Study (the “Study”) is to identify appropriate phase out schedules at time of replacement for fossil fuel based building equipment types across NYC and identify those pathways leading to a Citywide Fossil Fuel Phase Out Plan (the “Phase Out Plan” or “Plan”). The Study, described in greater detail below, will consist of discrete data analytics, focusing on private sector buildings not subject to Local Law 97 of 2019 (LL 97),³ as outlined in greater detail below. This will lead to recommendations regarding how to craft City policies, programs, and laws that will require or catalyze electrification in certain hard-to-electrify building or building system typologies.

The specific Tasks to be performed by the awarded Academic Partner, including Senior Personnel and any subcontractors, and the specific deliverables associated with those Tasks to be submitted by the awarded Academic Partner are detailed below in [B. Research Project Objectives](#).

As a summary description, subject to the provisions below in [B. Research Project Objectives](#), this Study will:

- Create a typology-based representative inventory and assessment of fossil fuel fired building equipment commonly used in New York City buildings, focusing on equipment used in residential and commercial buildings under 25,000 gross square feet and certain “hard-to-electrify” equipment, that include:
 - Estimated useful life of equipment and average time kept in service in NYC.
 - Identification of factors that make building equipment hard-to-electrify, and which building equipment types are hard-to-electrify and why.
- Assess the current market availability, cost, and implementation logistics of retrofit technologies for the building equipment described above, as well as make informed projections for such information on nascent and yet-to-develop technologies that can electrify the hard-to-electrify equipment for which a current technology does not exist.
- Assess proposed retrofit co-benefits to building occupants, considering air quality, building temperature, and reliability benefits.
- Which retrofits may require the provision of technical support, funding or financing programs, or other programs or policies to ensure that owners of buildings that house low-and-moderate (“LMI”) income New Yorkers and small businesses are able to affordably implement retrofits because of cost or complexity.
- Determine appropriate timelines for replacement of the building equipment above at end of their useful lives with electrification retrofit solutions, considering cost, availability, and retrofitted equipment’s useful lives.

³ See [Local Law 97 of 2019](#).

- Recommend programmatic and legal implementation pathways for the Phase Out Plan, including but not limited to requirements to:
 - Replace fossil fuel fired building equipment with electric equipment at the end of their useful lives, at the end of a building’s mortgage cycle, or when a building is undergoing a major alteration;
 - Implement electrical and façade upgrades at the time of an alteration to make a building “electrification ready”;
 - Complete complementary energy efficiency work;
 - Implement health and safety upgrades, including mold and asbestos, that must be completed pre-electrification; and
 - Impose local sales restrictions for unpermitted equipment
- Evaluate financial, economic, and job creation implications of the Phase Out Plan, including impacts on energy cost burden and addressing deferred maintenance.

B. Research Project Objectives.

As discussed in detail below, this Study envisions that the Academic Partner will recommend policy and legal pathways to enable the City to phase out certain fossil fuel fired building equipment used in private sector buildings, focusing on small buildings not covered by LL 97 and certain types of hard-to-electrify building and building activity typologies, in pursuit of NYC climate mandates. The Academic Partner will deliver a data driven schedule for the phase out of these fossil fuel fired building equipment grounded in the technical and cost effectiveness of electric alternatives, and the length of the electric equipment’s useful life. The Academic Partner will recommend programmatic and legal approaches to require transition from fossil fuel fired systems to electric systems at a systems’ point of replacement and when a viable electric alternative is market ready.

The “OLTPS Project Team” will consist of:

<u>Project Role</u>	<u>Responsibilities</u>	<u>Engagement Frequency</u>
Project Manager	Day-to-day engagement manager	Bi-weekly
Project Analyst	Data gathering and analytical support	Bi-weekly
Subject Matter Experts	Content expertise regarding topics of energy supply, project implementation,	As-needed

	project management, project administration	
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1. Tasks and Associated Deliverables

Task 1.1: Project Management

The Academic Partner will perform overall project management duties throughout the duration of the Study and across all Tasks 1-9 listed below, including but not limited to the following:

- (1) Establish a clear understanding and documentation of Study goals based on the scope of work in this Town+Gown RFP, including kickoff meeting(s), and initial interviews with relevant OLTPS Project Team members, the Technical Advisory Committee discussed in Task 1.2 below and any other stakeholders as instructed by the OLTPS Project Team. The Academic Partner shall feed this documentation into the project management plan discussed in Task 1.1 bullet (2) below, which shall be mutually agreed upon by the OLTPS Project Team.
- (2) Create and maintain, as described below, a detailed, working project management plan (“PMP”) that includes, at a minimum, an anticipated target project schedule of the Tasks in this Subsection 1. Tasks and Associated Deliverables with respect to the scope, deliverables (including drafts), staff meetings, stakeholder meetings, and other major milestones to accomplish over the course of the Study to satisfactorily complete all Tasks, goals, and deliverables identified in this Town+Gown RFP and in the resulting Task Order, and the format and outline of the deliverables required by this Town+Gown RFP and in the resulting Task Order. The PMP shall clearly indicate how the Academic Partner, its Senior Personnel and any subcontractors to the Academic Partner, will plan, manage, take actions and execute the Study required by this Town+Gown RFP and the resulting Task Order. The PMP shall also delineate how the work in Tasks 2-9 below will interrelate and how information collected through specific Tasks will be used within other Tasks. The PMP shall also include touchpoints with a parallel New York City Department of Citywide Administrative Services (DCAS)-led study for the “*NYC Municipal Government Fossil Fuel Phase-Out Plan*” (the “Municipal Study and Plan”) to capitalize on any overlapping tasks to allow for sharing of deliverables and prevention of duplicated work.

The PMP shall allow for updates as additional details of specific Tasks are developed throughout the Study. The PMP is expected to be revised over the course of the Study as a dynamic working document that will serve as a reference for the Academic Partner, including its Senior Personnel and any subcontractors, the OLTPS Project Team, and the Technical Advisory Committee created under Task 1.2 below, and any other stakeholders identified by the OLTPS Project Team throughout the term of the resulting Task Order to ensure that project Study deliverables are delivered as expected and on schedule.

- (3) Hold bi-weekly (every 2 weeks) progress check-ins between members of the Academic Partner's project team, including Senior Personnel and any subcontractors to the Academic Partner, and OLTPS Project Team. However, at OLTPS's discretion, check-ins may also be more frequent depending on the time-sensitivity of work products.
- (4) Develop and submit monthly progress reports and monthly progress meeting minutes for the duration of the Study to the OLTPS Project Team. Monthly progress reports are to include descriptions of work on Tasks completed during the previous month, descriptions of work on Tasks planned for the next month including responsible parties and anticipated completion dates, and any notable findings, challenges, or lessons learned. The Academic Partner will be responsible for leading these meetings, including developing agendas, preparing any presentation materials, and drafting meeting minutes for each monthly meeting.

Task 1.2: Project Management Development of a Research Project Technical Advisory Committee

The Academic Partner shall help advise the OLTPS Project Team in the formation of a roughly 7–15-person Technical Advisory Committee that will provide technical expertise and guidance with respect to the Study ("Technical Advisory Committee").

The Academic Partner will prepare appropriate materials for all meetings with the Technical Advisory Committee, which will take place on a quarterly basis.

The Academic Partner will provide draft deliverables for review by the Technical Advisory Committee, as requested by the OLTPS Project Team, and gather feedback for discussion with the OLTPS Project Team.

Tasks 1.1 and 1.2 Deliverable(s)

- (1) The PMP, which, as detailed above, may be updated, and associated deliverables under the PMP.
- (2) Technical Advisory Committee list and meeting materials.

Task 2: Existing Data Review and Data Gap Filling

For this Task, the Academic Partner team should focus on buildings excluded from definition of Covered Buildings in Article 320 of Chapter 3 of title 28 of the Administrative Code established in LL 97, and other priority areas identified by the study team, including:

- Buildings under 25,000 sf

- Process loads excluded from Local Law 154 of 2021⁴ (e.g., commercial kitchens, laundromats) (“LL 154”)
 - Buildings using district steam
- Article 321⁵ buildings
 - Rent regulated/ affordable housing
 - Houses of Worship
- Additional priority areas within the above categories may be added at the discretion of OLTPS.

(1) The Academic Partner will review all material provided by OLTPS, as detailed below, and identify/complete strategies to fill any data gaps identified. The data review will be focused on identifying fossil fuel equipment used in buildings throughout NYC.

(2) In close coordination with the Municipal Study and Plan data review, the Academic Partner will review all data compiled, formatted, and provided by OLTPS, including but not limited to:

- Local Law 87 of 2009⁶ energy efficiency report (EER) submission data specific to existing fossil fuel heating systems in typological buildings;
- New York City Department of Buildings and NYC DEP boiler filing information relevant to typological buildings;
- Background analyses conducted by the New York State Energy Research and Development Authority (NYSERDA), New York State Independent System Operator (NYISO), and other regulatory entities on previous efforts to quantify electrification targets, costs, and impacts;
- Previous electrification technology application matrices, also known as the Heat Electrification Retrofit Technology Systems (HERTS) Matrix, for application to building typologies;
- Building retrofit data collected by the NYC Accelerator program;
- Background data and analyses from previous NYC utility-led electrical and district steam grid studies;
- Con Edison Hosting Capacity Resource outputs;
- U.S. Department of Energy Com Stock and Res Stock models; and
- New York City Department of Housing Preservation and Development Integrated Physical Needs Assessment datasets.

If OLTPS determines that any of the data listed above is confidential and/or sensitive, which OLTPS will indicate in the resulting Task Order or as the Study progresses, OLTPS will alert the Academic Partner as to which data is confidential and/or sensitive. All relevant provisions of the Master Contract, including Appendix A, will apply to confidential and/or sensitive data and OLTPS may require an additional memorandum of understanding or a non-disclosure agreement, at OLTPS’s option, with respect to such

⁴ See [ll154of2021.pdf](#).

⁵ Chapter 3 of title 28 of the Administrative Code established in LL 97.

⁶ See [LOCAL LAWS](#).

confidential and/or sensitive data before transmission to the Academic Partner.

(3) The Academic Partner will develop a clear, outlined path using the existing data and developed data frameworks to help inform the Phase Out Plan, which includes but is not limited to:

- Mapping the existing data and data frameworks against the outlined path.
- Identifying any major data gaps which may prevent successful completion of the relevant Plan goals.
- Developing strategies for addressing the identified data gaps.
- Developing a plan for analysis of the to-be-synthesized data in order to generate the key performance indicators and other necessary quantitative outputs necessary to develop the Plan.

(4) The Academic Partner, in coordination with the OLTPS Project Team, shall coordinate with DCAS and their consultants as they conduct the Municipal Study and Plan in parallel with this Study and development of the Phase Out Plan. Much of the existing data analysis, data frame working, and data gap closure needs will overlap between the two studies. This coordination shall be modeled and tracked in the PMP.

(5) After consultation with the OLTPS Project Team, the Academic Partner, shall perform necessary modeling and analysis to fill data gaps identified in (4) above. The Academic Partner shall coordinate with DCAS and their consultants as they conduct the Municipal Study and Plan regarding their gap filling methodology.

Task 2 Deliverable(s): Summarize and synthesize all data provided, modeled, and estimated in a written report.

Task 3: Equipment Inventory

Based on the data analysis and gap filling completed in Task 2, the Academic Partner will create an existing equipment inventory that details typical fossil fuel equipment used in NYC building typologies.

Priority areas, as noted above, include:

- Buildings under 25,000 sf
 - Process loads excluded from LL154 (kitchens, laundromats)
 - Buildings using district steam
- Article 321 buildings
 - Rent regulated/ affordable housing
 - Houses of Worship

Task 3 Deliverable(s): Equipment inventory matrix in Excel format including typical fossil fuel equipment listed by building typology.

Task 4: Electrification Retrofits Solutions Literature Review and Market Research Analysis

The Academic Partner will conduct a literature review and market research analysis relating to the electrification retrofit solutions for each fossil fuel equipment type identified in Task 3 above. This review and research shall include the following:

- (1) Technology solutions that are available in the United States that serve the same function as the identified fossil fuel equipment.
- (2) Documented or anticipated upfront retrofit costs of each technology solution, both in absolute value and in a normalized value that can be extrapolated to larger building portfolios (e.g., per square foot, per system size rating).
 - Costs shall be determined both in absolute terms and as “incremental” costs over the cost of replacing the equipment in kind.
 - In instances where cost data is not readily available, the Academic Partner shall estimate the cost of the retrofit commensurate with an AACE Level 5 cost estimate.
 - Estimates shall be in present-day market values, not adjusted for future costs.
 - Costs shall be listed as both inclusive and non-inclusive of available incentives, as relevant.
- (3) “Market readiness” of each technology, and when can it reasonably be implemented at scale to be part of the Phase Out Plan.
- (4) Estimated impacts to energy consumption, emissions, and operational costs as a result of the implementation of the retrofit solution, both in absolute value and in a normalized value that can be extrapolated to larger building portfolios (e.g., per square foot, per system size rating).
- (5) Additional qualitative impacts to buildings from these retrofits (e.g., air quality, comfort, moisture, flood proofing).
- (6) Anticipated lifetime of the retrofit solution.

“Reliable” data sources shall be peer reviewed and published, preferably by or in collaboration with a municipal, state, or national governmental entity, a well-regarded educational institution, or a non-partisan third party non-profit with previous proven experience in the area of existing building electrification. The Academic Partner may use alternative credentials of “reliable” data sources deemed acceptable after OLTPS review and acceptance.

The Academic Partner, in coordination with the OLTPS Project Team, shall coordinate with DCAS and their consultants as they conduct the Municipal Study and Plan in parallel with this Phase Out Plan. The findings of this Task 4, and the analogous task of the Municipal Study and Plan, will be mutually beneficial and additive between the two studies. This coordination shall be modeled and tracked in the PMP.

Task 4 Deliverable(s): A written report summarizing literature review and market research analysis.

Task 5: Citywide Fossil Fuel Phase-Out Analysis

The Academic Partner shall develop phase out pathways and appropriate timelines for fossil fuel equipment types to be replaced with electrification solutions pursuant to this Study. This phase out analysis shall include the following:

- (1) Define most favorable retrofit solutions for each type of equipment, considering a metric based on cost, emissions reductions, availability, and ease of implementation.
- (2) Apply most favorable retrofit technology solutions to fossil fuel equipment inventory matrix.
- (3) Consider energy efficiency requirements to pair with retrofit solutions, for example low-flow fixtures with heat pump hot water heater replacement or air sealing with HVAC replacement. In that context, also determine what solutions can be paired together and appropriate sequencing.
- (4) Calculate incremental electrical demand from retrofit technology solutions.
- (5) Calculate anticipated building level electrical upgrade and code compliance needs for each retrofit technology solution.
- (6) Consider space constraints and zoning requirements for retrofit solutions and identify zoning amendments that would facilitate adoption of retrofit solutions.
- (7) Calculate a cost/benefit for each retrofit solution, including upfront costs, operational, and social cost of carbon;⁷ in that context, consider future looking utility rate projections.
- (8) Calculate emissions reductions and criteria air pollutant benefit for each technology solution.
- (9) Determine appropriate phase out timeline for each technology solution, considering the mandate of carbon neutrality by 2050 and that all equipment, except for that categorized as “hard-to-electrify”,

⁷ U.S. Environmental Protection Agency, *The Social Cost of Carbon* (n.d.) available at https://19january2017snapshot.epa.gov/climatechange/social-cost-carbon_.html.

should be replaced with an electrification retrofit solution by 2050.

Task 5 Deliverable(s): Retrofit solutions inventory in Excel format, including all above information for each fossil fuel equipment type and associated retrofit.

Task 6. Proposed Citywide Fossil Fuel Building Equipment Phase Out Plan

The Academic Partner shall next perform a thorough, portfolio-scale analysis of the gathered information from Tasks 2-5 and propose a Phase Out Plan with respect to the following items as described below. In its proposed Phase Out Plan, the Academic Partner shall develop a Plan with the most favorable marginal abatement cost, inclusive of operational costs and the federal social cost of carbon:

- Apply retrofit technology solutions to the building typology analysis in Tasks 2 and 3 above to scale up the impacts citywide, phasing in retrofits at anticipated turnover of equipment, such that all equipment except for that categorized as “hard-to-electrify”, should be replaced with an electrification retrofit solution by 2050. This shall consider the following impacts citywide:
 - Life cycle costs (“LCC”) of the Phase Out Plan.
 - The Academic Partner shall utilize accepted inflation/discount rates per federal standards⁸ based on the LCC values being presented.
 - LCC Cost analyses shall be presented both with, and without, the “high impact” federal social cost of carbon, 3%, 95th percentile, as established by the US Environmental Protection Agency⁹.
 - Environmental benefits
 - Emissions reductions
 - Criteria air pollutant reductions
 - Determine co-benefits and implications of the proposed Phase Out Plan, including an assessment of job creation and economic benefit of the proposed Phase Out [in] Plan:
 - Evaluate the specific benefits in priority areas defined by OLTPS
 - Assess Impacts on LMI New Yorkers, including the added burden of deferred maintenance, increased or decreased utility costs, and cost shifting from building level heat to tenant paid electricity.
 - Assess what proposed retrofits will bring the most benefits to priority areas based on prevalence of building typology and use, and which retrofits bring the most co-benefits to building occupants, considering air quality, building temperature, and reliability benefits. Phasing

⁸ Internal Revenue Service, *Applicable federal rates (AFRs) rulings* (August 19, 2024) available at [Applicable Federal Rates | Internal Revenue Service](#).

⁹ U.S. Environmental Protection Agency, *The Social Cost of Carbon* (n.d.) available at https://19january2017snapshot.epa.gov/climatechange/social-cost-carbon_.html.

logistics of the Phase Out Plan, including any emergency power and temporary boiler requirements and tenant relocation needs.

The Academic Partner, in coordination with the OLTPS Project Team, shall coordinate with DCAS and their consultants as they conduct the Municipal Study and Plan in parallel with the Phase Out Plan. The findings of this Task 6, and the analogous task of the Municipal Study and Plan, will be mutually beneficial and additive between the two studies. This coordination shall be modeled and tracked in the PMP.

Task 6 Deliverable(s): A written report detailing the Phase Out Plan.

Task 7. Implementation Issues for the Proposed Phase Out Plan

The Academic Partner shall document issues related to implementation of the Phase Out Plan, including but not limited to:

- Legal review of pre-emption considerations with respect to the proposed Phase Out Plan.
- Identifying and defining hard-to-electrify equipment and/or building conditions, considering where technological solutions are not anticipated to be feasible in the next 10 years. Consider existing work done by DCAS and NYSEDA in defining hard-to-electrify)
- Developing legislative recommendations, identifying financing mechanisms and making incentive recommendations based on appropriate fossil fuel phase out timeline.
- Determining enforcement, compliance, and audit pathway for implementation.
- Identifying which retrofits may require the provision of technical support, funding or financing programs, or other programs or policies to ensure that owners of buildings that house LMI New Yorkers and small businesses are able to affordably implement retrofits because of cost or complexity.

Task 7 Deliverable(s): A written report detailing implementation issues for the proposed Phase Out Plan.

Task 8: Phase Out Pathways Case Studies

Develop case study phase out pathways for 5-10 building typologies and equipment types, showing financial responsibility of building owner and tenants, timeline, and any temporary boiler needs, considering the following conditions in developing phase out pathways:

- Differing levels of deferred maintenance.
- Electrical upgrade needs.
- Individual equipment upgrade vs whole building renovation.
- Integration into district energy systems/ utility thermal systems.

- Differing levels of energy efficiency.

A minimum of 33% of the completed case studies should be buildings that house LMI New Yorkers or small businesses.

Task 8 Deliverable(s): A written report with 5-10 case study phase out pathways.

Task 9: Conceptual Request for Information (RFI) for Hard-to-Electrify Equipment and/or Building Conditions

For equipment and/or building conditions that the Academic Partner has determined to be hard-to-electrify (considering existing work done by DCAS and NYSEDA in defining hard-to-electrify) in Task 7 above, the Academic Partner shall develop a conceptual RFI for market solutions, and focus this conceptual RFI on areas for which solutions have not yet been identified.

Task 9 Deliverable(s): A written conceptual RFI for hard-to-electrify equipment and/or building conditions.

2. Study Timeline by Task

The overall Study is expected to take approximately one calendar year over New York City Fiscal Year 2026 – July 1, 2025-June 30, 2026—to complete and work will begin with the issuance of a Notice to Proceed from NYC DEP. The Academic Partner should conduct and complete simultaneously as many Tasks to the extent possible. The estimated duration of each Task listed above is as follows:

Tasks 1.1 and 1.2: Project Management – One (1) year, spanning the project

Task 2: Existing Data Review and Data Gap Filling – Two (2) months

Task 3: Equipment Inventory – One (1) month, overlapping Task 2

Task 4: Electrification Retrofits Solutions Literature Review and Market Research Analysis – One (1) month

Task 5: Citywide Fossil Fuel Phase-Out Analysis – Two (2) months

Task 6: Proposed Citywide Fossil Fuel Building Equipment Phase Out Plan – Two (2) months

Task 7: Implementation Issues for the Proposed Phase Out Plan – Two (2) months

Task 8: Phase Out Pathways Case Studies – One (1) month

Task 9: Conceptual Request for Information (RFI) for Hard-to-Electrify Equipment and/or Building Conditions – One (1) month

The Requestor anticipates that the Study will take 12 months, and depending on the date the Notice to Proceed goes to the Academic Partner it could be completed by June 30, 2026.

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 the Study. 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. *Multidisciplinary Nature of the Study.* This Study will require a multi-disciplinary approach and the Consultant, including its Senior Personnel and any subcontractors (see 3. *Subcontracting below*), shall possess a blend of skills including, but not limited to, the following:

- Architecture and/or engineering, with a focus on HVAC and hot water systems
- Cost estimating for HVAC systems and building equipment
- Project management and stakeholder engagement
- Building science and sustainable and resilient design, including familiarity with emerging building decarbonization technologies
- Established understanding of relevant codes, regulations, and building decarbonization programs in NYC; New York City government operations; and experience working in New York City
- Legal expertise, particularly focused on NYC and the State of New York

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

3. *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.

4. *Confidentiality of Data Submitted by OLTPS.* As noted above under Task 2 (2), if OLTPS determines if any of the data listed above is confidential and/or sensitive, which OLTPS will indicate in the resulting Task Order or as the Study progresses, OLTPS will alert the Academic Partner as to which data is confidential and/or sensitive. All relevant provisions of the Master Contract, including Appendix A, will apply to confidential and/or sensitive data and OLTPS may require an additional memorandum of understanding or a non-disclosure agreement, at OLTPS's option, with respect to such confidential and/or sensitive data before transmission to the Academic Partner.

5. *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>				\$_____.
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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: _____