**Template for T+G Task Order April 2022**

[Academic Partner logo here] [Practitioner Partner logo here]

**[Name of Requestor’s] Town+Gown Task Order**

**related to [Name of Town+Gown RFP) (Town+Gown RFP)**

**under the Consortium Contract [Insert MMA1 number]**

* *Note: Requestors shall comply with the requirements Section 3.4 of the Consortium Contract and the PPB Rules when evaluating the Proposals in Response and awarding and executing the resulting Task Order. The Task Order shall be in the form of Appendix B-3 to the Master Contract to which this template Task Order conforms.*

*To the extent a Requestor (now in the Task Order, the Practitioner Partner) elected, pursuant to Section 3.2(f), certain optional provisions in Sections 5.05, 5.08 and/or 6.01B of Appendix A, the Practitioner Partner shall explicitly indicate in the Task Order such elected provisions that apply to it. In addition, any specific requirements listed in under “Other Considerations” in Section IV, B, should be repeated as appropriate in this Task Order.*

*Article 1.* *Agreement.* This Task Order by and between [ *Note: Academic Partner = Consultant awarded the Task Order*] (Academic Partner) and the [ *Note: Practitioner Partner = Requestor*] (Practitioner Partner) (Task Order), which covers the Research Project, is made pursuant to the terms of the Town+Gown RFP released by the Town+Gown:NYC on behalf of the Practitioner Partner on [ *Note: insert date*], the Proposal in Response from the Academic Partner, as accepted by the Practitioner Partner, and the Town+Gown Master Academic Consortium Contract, by and between the Academic Partner and the New York City Department of Design and Construction, [ *Note: Insert MMA1 number for the institution]* (Consortium Contract). This Task Order incorporates all terms and provisions of the Consortium Contract, and all capitalized terms used, but not defined, herein will have the meanings ascribed to them in Article 1 of the Consortium Contract.

The Academic Partner will accomplish the Research Project under this Task Order, upon registration of this Task Order with the New York City Office of the Comptroller, on time and within budget.

# *Article 2. The Research Project.*

#

## 2.1 Research Project Objectives.

[ *Note: Insert applicable text from related Town+Gown RFP and/or Proposal in Response*]

Research Project Objectives.

[ *Note: Insert applicable text from related Town+Gown RFP and/or Proposal in Response*]

Approach and Methodology

[ *Note: Insert applicable text from related Proposal in Response*]

Meetings:

[ *Note: Insert applicable text from related Proposal in Response*]

## 2.2. Work Products and Deliverables.

[ *Note: Insert applicable text from related Proposal in Response*]

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

[ *Note: Insert applicable text from related Proposal in Response*]

## 2.4. Project Staffing and Organization.

[ *Note: Insert applicable text from related Proposal in Response*]

[ *Note: If the Practitioner Partner made its Town+Gown RFP subject to Appendix A, Section 6.01A, it is necessary to list, in this Section 2.4, the Practitioner Partner’s team members who will be collaborating with the Academic Team on the Research Project so that when the Academic Team members begin the process of writing academic articles based on the Research Project. they will know whom to invite to participate as peers on the articles pursuant to the provisions of Section 6.01A, which provides:*

*Since 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, the Consultant agrees, in the event it, as an Academic Partner, wishes to use the Task Order-generated work product as the basis of a peer-reviewed article of an academic journal or equivalent publication, to include the Practitioner Partner as the equivalent of a peer reviewer, in all subsequent academic work related to the initial work product under a Task Order, including but not limited to review and comment on the drafts and to acknowledgement, as appropriate, the relevant staff members at the Practitioner Partner, all as provided in the Project Staffing and Organization in Section 2.4 of the Task Order.]*

2.5*. Project Budget and Not to Exceed Amount.*

The Project budget, the total amount of which is $ [insert], the “Maximum Task Order Amount”, with the costs of each component of the Project is in the chart below (the “Milestone Deliverables and Payment Chart”).

*[ Note: Insert applicable text/chart from accepted Proposal in Response in chart format]*

*[ Note: Typically, compensation for all services performed by the Academic Partner under a Task Order is paid by a lump sum that provides compensation for all labor, overhead, and profit for the performance of the services per each task under this Task Order (Lump Sum), as delineated in the Milestone Deliverables and Payment Chart (see template below that go in this section or, for complex Research Project, can become an appendix to the Task Order). Negotiations on the Task Order typically involve working from the accepted Proposal in Response document to identify each Lump Sum payment that is directly tied to the specific deliverables in the Milestone Deliverables and Payment Chart.]*

|  |  |  |
| --- | --- | --- |
| Actions/Deliverables | Date | Payment |
|  | Date can commence with Notice to Proceed |  |
|  |  |  |
|  |  |  |
| **Partial Payment #1**To be repeated for each Partial Payment or if payment at conclusion of the Project at end of Project |  | $XXX |

*[ Note: The following language is in the Proposal in Response template: “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.”]*

[ *Note: The Consortium Contract requires the Consultants to 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.]*

Pursuant to Section 3.2 of the Consortium Contract, the Practitioner Partner has determined that this Task Order reflects a “fair and reasonable determination” in accordance with the National Science Foundation Cost Guidelines. The Academic Partner’s OMB Circular A-21 is attached hereto as Exhibit A.

The Practitioner Partner has also determined that this Task Order represents the best value to the City by optimizing quality, cost and efficiency and is most advantageous to the City, taking into consideration price and other factors/criteria set forth in the Town+Gown RFP.

## Article 3. Academic Partner’s Billing and Invoicing.

[ *Note: The following highlighted text has been used on prior Task Orders and is provided below as guidance in drafting the Task Order. The Practitioner Partner is free to use whatever language is consistent with its ACCO practices.]*

3.1. *Compensation for Services.*

The total compensation to the Academic Partner for the services rendered for this Research Project under this Task Order will not exceed the Maximum Task Order Amount. The Practitioner Partner is not required to pay the Academic Partner an amount in excess of the Maximum Task Order Amount as compensation for the Academic Partner’s performance of the entirety of the services under this Task Order. The Maximum Task Order Amount will not be adjusted absent an amendment issued by the Practitioner Partner pursuant to the terms of the Consortium Contract and registered in accordance with Section 328 of the New York City Charter and the related PPB Rules.

 Compensation for all services performed by the Academic Partner under this Task Order will be paid by a lump sum that provides compensation for all labor, overhead, and profit for the performance of the services per each task under this Task Order (Lump Sum), as delineated in the Milestone Deliverables and Payment Chart in [Section 2.5 above/Appendix A to this Task Order]. Each Lump Sum payment will also be directly tied to the specific deliverables in the Milestone Deliverables and Payment chart in Appendix A. The overall budget and associated invoices will be tracked by such tasks. The Lump Sum amounts specified in the Milestone Deliverables and Payment Chart are fixed and will not be changed or adjusted for inflation or for any other reason, absent an amendment to this Task Order.

 [*Option when Subcontractors are Part of the Academic Team]* The Practitioner Partner shall compensate the Academic Partner for Other Direct Costs (“ODCs”) that are essential for the performance of this Task Order and authorized by the Practitioner Partner. ODCs will be reimbursed at the actual cost to the Academic Partner with no provision for overhead or profit. All ODCs must be submitted with three (3) quotes for similar products to ensure that the price is fair and reasonable. The Practitioner Partner will pay for ODCs upon the final price indicated in the bill or invoice, and as a tax-exempt entity, will not pay for tax on any ODC.

 All invoices submitted pursuant to this Article must indicate the portion(s) of the invoiced amount performed by a Subconsultant, and the corresponding amount of compensation that the Academic Partner will pay to that Subconsultant.

3.2. *Timing of Payments.*

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 Practitioner Partner’s perspective.

The Practitioner Partner will make payments to the Academic Partner upon presentation of itemized invoices, including supporting documentation, certified by the Academic Partner, and approved by the Practitioner Partner. All payments will be subject to audit by the Practitioner Partner. All such billings must be submitted in conformity with the sample invoice in Exhibit B *[* *Insert Practitioner Partner’s invoice form]* and as discussed above in Section 3.1. The invoice for final payment to the Academic Partner will include compensation for efforts by the Academic Partner to complete the entirety of all deliverables listed in this Task Order. This payment will become due and payable only upon completion of all deliverables, the completion of all audits by the Practitioner Partner, and the approval of the entirety of all deliverables, such approval shall be determined as set forth in Article 4.3 of the Consortium Contract.

Contact information for the Academic Parnter’s billing and invoicing of the Practitioner Partner:

[ *Add the information the Consultant (now Academic Partner) provided in its Proposal in Response for the personnel responsible for billing and invoicing functions at the Academic Partner organization and related contact information*.]

*Article 4. Insurance.* The Academic Partner and all of its subconsultants must not commence performing any services under this Task Order, until all insurance required by this Task Order on Exhibit C, Schedule A [select those items from RFP insurance chart from RFP] is in effect and provided satisfactorily to the Practitioner Partner in the form of Exhibit D. The Academic Partner Research Team must ensure uninterrupted and continuous insurance coverage in the manner, form and limits required by this Task Order, throughout the entire duration of this Task Order.

*Article 5. Representations and Warranties.*

5.1. *Accuracy and Completeness of Statements.* The Academic Partner certifies that statements, representations and warranties contained in the Proposal in Response, the Task Order, and the Consortium Contract, including Appendix A thereto, are true and complete as of the date they were made and are true and complete as of the date it executes this Task Order.

5.2. *The Project.* The Academic Practitioner 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), pursuant to Section 4.3 of the Consortium Contract, and to meet the requirements set forth in the Town+Gown RFP had been included in its Proposal in Response and in this Task Order.

5.3. *Academic Team Members.* The Academic Practitioner 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 Academic Partner’s direct employees or Subcontractors, with the Proposal in Response, implies that such individuals will be available to perform the services on the Research Project. The Academic Partner expects that such members of the Academic Team will perform the services under this Task Order; provided, however, that the Academic Partner 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 written notice and justification to the Practitioner Partner.

To the extent the Practitioner Partner 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 will have the right to raise such concerns with the Academic Partner 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.

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

5.5. *Conflicts of Interest—Gown.* The Academic Partner 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 Academic Partner’s conflict of interest policy.

5.6. *Training and Oversight.* To the extent the Academic Team includes any postdoctoral researchers, graduate students or undergraduate students, the Academic Partner 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.

5.7. *Affirmation.* The Academic Partner affirms and declares that it is [* Note: need description of Academic Partner’s status under applicable 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 6. Task Order Execution.*

Execution of this Task Order by the Practitioner Partner will be evidence of such Practitioner Partner’s approval of the following items:

(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 7. Relation of Task Order to Consortium Contract.*

7.1 *Task Order Incorporates Terms of Consortium Contract.* This Task Order will 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 this Task Order.

7.2 *Task Order Not an Amendment of Consortium Contract.* This Task Order shall not 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 will 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.

7.3 *Conflict between Task Order and Consortium Contract.* In the event of any conflict between any provision in this Task Order and any provision of the Consortium Contract, including Appendix A thereto, the provision in the Consortium Contract will control.

*Article 8.* *Notices*

***.*** Any notices or other instruments required to be given or delivered pursuant this Task Order and the Consortium Contract under which it was issued will be in writing and will be delivered by hand against the written receipt therefor or sent by registered or certified mail as set forth below:

* To the Practitioner Partner, [ *Note: insert information*];
* To Academic Partner, [ *Note: insert information*]; and
* To DDC, as manager of this Consortium Contract, addressed to the attention of Commissioner, New York City Department of Design and Construction, 30-30 Thomson Avenue, Long Island City, New York 11101.

The parties hereto have executed original copies of this Consortium Contract, as of the last date below or such other date as applicable, in quantities required by Section 3.4 (f) of the Consortium Contract.

**[Academic Partner] [Practitioner Partner]**

**AGREED TO AND ACCEPTED BY: AGREED TO AND ACCEPTED BY:**

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**[For Task Orders of City Agencies only]**

**ACCEPTED BY DDC,**

**as Administrator of Consortium Contract,**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exhibit A**

**Insert Academic Partner’s OMB Circular A-21**

**Exhibit B**

**Insert Agency’s Invoice Form**

**Exhibit C**

**Schedule A**

|  |
| --- |
| **Article 7 -- Insurance** |
| **Types of Insurance****(per Article 7 in its entirety, including listed paragraph)** | **Minimum Limits and Special Conditions** |
| **■** Workers’ Compensation §7.02 **■** Disability Benefits Insurance §7.02 **■** Employers’ Liability §7.02  | Statutory amounts.  |
| **□** Commercial General Liability§7.03(A)  | $\_\_\_\_\_\_\_\_ per occurrence $\_\_\_\_\_\_\_\_\_ personal & advertising injury $\_\_\_\_\_\_\_\_\_ aggregateAdditional Insureds:1. City of New York, including its officials and employees, and2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **□** Commercial Auto Liability§7.03(B)  | $\_\_\_\_\_\_\_\_ 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§7.03(C)  | $1,000,000.00 per claim |

**Exhibit D**

**Certification of Insurance Broker or Agent**

**CERTIFICATES OF INSURANCE**

Instructions to New York City Agencies, Departments, and Offices

All certificates of insurance (except certificates of insurance solely evidencing Workers’ Compensation Insurance, Employer’s Liability Insurance, and/or Disability Benefits Insurance) must be accompanied by one of the following:

1. the Certification by Insurance Broker or Agent on the following page setting forth the required information and signatures;

-- OR --

1. copies of all policies as certified by an authorized representative of the issuing insurance carrier that are referenced in such certificate of insurance. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

**CITY OF NEW YORK**

**CERTIFICATION BY INSURANCE BROKER OR AGENT**

 The undersigned insurance broker or agent represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Name of broker or agent (typewritten)]

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [Address of broker or agent (typewritten)]

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [Email address of broker or agent (typewritten)]

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Phone number/Fax number of broker or agent (typewritten)]

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  [Signature of authorized official, broker, or agent]

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [Name and title of authorized official, broker, or agent (typewritten)]

State of ……………………….)

 ) ss.:

County of …………………….)

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTARY PUBLIC FOR THE STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_