

**FIRST AMENDMENT
TO THE
TOWN+GOWN MASTER ACADEMIC CONSORTIUM CONTRACT**

This First Amendment (the "Amendment") to the Town+Gown Master Academic Consortium Contract is entered into as of the _____ day of _____, 20__, by and between the City of New York ("the City"), acting by and through the Department of Design and Construction (the "Department" or "DDC"), and _____ ("Consultant"; "Consultant" together with the "Department" or "DDC", the "Parties").

WHEREAS, DDC and the Consultant entered into the Town+Gown Master Academic Consortium Contract (Registration Number _____/PIN Number _____) (the "Agreement"); and

WHEREAS, the Parties wish to amend the Agreement to make technical corrections and to amend the insurance requirements in Article 7 of Appendix A of the Agreement in accordance with Section 9.01 of such Appendix A and Section 5.4 of the Agreement:

NOW, THEREFORE, the Parties agree as follows:

§1. Upon registration in accordance with Charter Section 328, this Amendment shall be effective as of _____ [Option 1: Effective date of this First Amendment as noted in first paragraph above; Option 2: Effective date of the Agreement as noted in first WHEREAS clause].

§2. The reference to "Task Orders" in the 6th and 7th lines of the last *Whereas* clause shall be revised to read "Mini RFPs".

§3. The reference to "Appendix C Form of Proposal in Response/Task Order" in the definition of "Consortium Contract" in Article 1 shall be revised in its entirety to read "Appendix B Template Forms of Mini RFP, Proposal in Response and Task Order".

§4. The reference to "**Appendix B Innovative Procurement Approval**" in the definition of "Consortium Contract" in Article 1 shall be deleted in its entirety, and the reference to "**Appendix C**" shall be revised to read "Appendix B". Appendix B shall be deleted. All references throughout the Consortium Contract to Appendix C shall be revised to read Appendix B.

§5. The reference in the fourth line of definition of "Consultant" in Article 1 shall be revised by changing "Section 3.2" to "Section 3.3".

§6. The blank in the second line of the definition of “Innovative Procurement Approval” in Article 1 shall read “November 24, 2010”, and “. attached hereto as Appendix B” shall be deleted and replaces with “.”.

§7. The definition of “Mini RFP” in Article 1, shall add, at the end, “Mini RFPs may also be called “Town+Gown RFP” or “T+G RFP”.

§8. The second line of the definition of “Proposal in Response” in Article 1 shall be revised to delete “/Task Order”.

§9. The definition of “Requesting City Agency” in Article 1 shall be revised to replace “Task Order” with “Mini RFP”.

§10. The definition of “Requesting Public Entity” in Article 1 shall be revised to replace “Task Order” with “Mini RFP”.

§11. Section 2.2 shall be revised to replace the reference to “task order” in the sixth line of the first paragraph of Section 2.2 with “Task Order”; to replace the reference to “Task Order” in the second line of the second paragraph of Section 2.2 with “Mini RFP; and to replace the reference to “Task Orders” in the ninth line of the second paragraph of Section 2.2 with “Mini RFPs”.

§12. Section 2.5 shall be revised to replace the reference to “Task Orders” in the seventh line with “Mini RFPs”.

§13. Section 2.7 shall be revised to insert, before the reference to “Task Order in the second line, “Mini RFP or”.

§14. Section 3.2 (c) shall be revised to insert, before the reference to “Task Orders” in the third line, “Mini RFPs or related”.

§15. The last line of Section 3.2 (f) shall be revised to delete the reference to 6.02 and shall read “5.05, 5.08 and 6.01”.

§16. The phrase in the last line of Section 3.3(e)(7), “Academic Practitioners outside New York City and its vicinity shall not be entitled to reimbursement for long-distance transportation expenses to New York City, and” shall be deleted and the beginning of that line shall be revised to read as “No”.

§17. Section 3.4 (a) shall be revised to replace the reference to “Task Order” in the second line with “Mini RFP”.

§18. The third line of the second full paragraph of Section 3.3(e)(8) shall be revised by changing the word “this” to “these”.

§19. Appendix B, as re-lettered in §4 above, which, as the former Appendix C, contained the Template for Proposal in Response/Task Order, is amended in its entirety to be replaced in its entirety with the text in ATTACHMENT 1 to this First Amendment, which includes the Template Town+Gown RFP, the Template Proposal in Response and the Template Task Order.

§20. The first line of the second full paragraph of Section 6.01 A of Appendix A of the Agreement shall be revised by changing the word “Charactgers” to “Character”.

§21. The reference in the first line of Section 8.04 in Appendix A shall be revised by changing “Section 6.02 (B)” to “Section 6.01 (B)”.

§ 22. Section 5.08 of Appendix A of the Agreement is amended in its entirety, as follows:

Section 5.08 Confidentiality

A. Requestor’s Election of Confidentiality Provisions. As a result of Town+Gown’s Organizational Character, in particular, increasing the common store of built environment knowledge by making its Research Project results available to all members of Town+Gown and to members of the public *via* its webpage, it is likely that little information related to its Research Projects will be required to be confidential under Law, and it is further expected that there will be little need for requiring confidentiality with respect to data, information and reports for Research Projects developed under Town+Gown. Thus, unless the Law requires the provisions of Section 5.08 B to apply or the Requestor elects, in its Mini RFP, to have the provisions of Section 5.08 B apply to a resulting Task Order, as provided in the paragraph below, the provisions of Section 5.08 B below shall not apply to any Research Project.

To the extent, however, that (1) the Law, including but not limited to the State Freedom of Information Law (FOIL), requires confidentiality for some or all of the data, information and reports needed for a particular Research Project, and the Requesting City Agency or Public Entity expressly indicates the data, information and reports pursuant to Law, as in effect at the time of Mini RFP release, to be confidential in the applicable Mini-RFP and related Task Order, the provisions of Section 5.08 B below shall apply to such data, information and reports required to be and marked as confidential in a Mini RFP. In addition, to the extent that (2) a Requesting City Agency or Public Entity wishes to apply some or all of the following provisions

to some or all of the data, information and reports for a proposed Research Project and, with DDC's consent, expressly includes such restrictions in the applicable Mini RFP and related Task Order, the following provisions, in whole or in part, as indicated in the Mini RFP, would apply. Such data, information and reports covered by (1) or (2) above, are defined to be the "Confidential Materials".

B. Confidentiality Requirements.

1. The Consultant agrees to hold confidential, both during and after the completion or termination of the Consortium Contract and applicable Task Order, all of the Confidential Materials furnished to the Consultant, and, consistent with the provisions of Section 6.01A or Section 6.01B, those portions of the Research Project prepared, assembled or used by the Consultant under the Consortium Contract and applicable Task Order with respect to the Confidential Materials. The Consultant agrees to maintain the confidentiality of such Confidential Materials by using a reasonable degree of care, and using at least the same degree of care that the Consultant uses to preserve the confidentiality of its own confidential information and the Consultant must use pursuant to its protocols for faculty-led research using confidential data. In the event that the data contains personally identifiable, confidential, proprietary or protected health information, including social security numbers or other personal identifying information ("Personal Identifying Information"), the Consultant shall utilize best practice methods (e.g., encryption of electronic records) to protect the confidentiality of such data. The obligation under this Section 5.08 with respect to Confidential Materials elected under (2) above, to hold such Confidential Materials confidential shall not apply where the City or the Academic Partner would be required to disclose such Confidential Materials, under FOIL, provided that the Academic Partner provides advance notice to the Practitioner Partner, in writing or by e-mail, that it intends to disclose such Confidential Materials and, if requested by the Practitioner Partner and not inconsistent with the Academic Partner's obligations under Law, the Academic Partner shall not disclose such reports, information, or data until the City has exhausted its legal rights, if any, to prevent disclosure of all or a portion of such Confidential Materials.

In view of the fact that the Law applies to both the City and Consultants with respect to the Confidential Data, including Personal Identifying Information therein, no later than three (3) months prior to the anticipated publication date, as permitted by either Section 6.01A or Section 6.01B, the Academic Partner shall provide, to the

Practitioner Partner, a draft of the article containing a certificate that the Confidential Materials used in such publication have been sufficiently aggregated or anonymized to protect Personal Identifying Information pursuant to the Academic Institution's protocols and Law for faculty-led research using confidential data. No later than one (1) month before the anticipated publication date, the Practitioner Partner shall provide a response either consenting to the publication, which consent shall not be unreasonably withheld, or identifying any Confidential Information contained therein to which consent for publication is not given. If the Practitioner Partner identifies any Confidential Information in the publication to which consent is not given, the Academic Partner shall have the right to publish the proposed publication, excluding any Confidential Information that is identified by the Practitioner Partner. Compliance with this requirement is a pre-condition to an Academic Partner's ability to publish pursuant to Section 6.01 A and Section 6.01 B to the extent that Confidential Materials are used in such publication.

2. The Consultant shall provide notice to the Practitioner Partner within three (3) Days of the discovery by the Consultant of any breach of security, as defined in Administrative Code § 10-501(b), of any data, encrypted or otherwise, in use by the Consultant that contains Personal Identifying Information, where such breach of security arises out of the acts or omissions of the Consultant or its employees, Subcontractors, or agents. Upon the discovery of such security breach, the Consultant shall take reasonable steps to remediate the cause or causes of such breach, and shall provide notice to the Practitioner Partner of such steps. In the event of such breach of security, without limiting any other right of the City, the Practitioner Partner shall have the right to withhold further payments under the Consortium Contract and applicable Task Order for the purpose of set-off in sufficient sums to cover the costs of notifications and/or other actions mandated by any Law, or administrative or judicial order, to address the breach, and including any fines or disallowances imposed by the State or federal government as a result of the disclosure. The City shall also have the right to withhold further payments hereunder and the applicable Task Order for the purpose of set-off in sufficient sums to cover the costs of credit monitoring services for the victims of such a breach of security by a national credit reporting agency, and/or any other commercially reasonable preventive measure. The Practitioner Partner shall provide the Consultant with written notice and an opportunity to comment on such measures prior to implementation. Alternatively, at the discretion of the Practitioner Partner, or if monies remaining to be earned or paid under the applicable Task Order are insufficient to cover the costs detailed above, the Consultant shall pay directly for

the costs, detailed above, if any.

3. The Consultant shall restrict access to Confidential Materials to persons who have a legitimate work-related purpose to access such information. The Consultant agrees that it will instruct its officers, employees, and agents to maintain the confidentiality of any and all information required to be kept confidential by this Consortium Contract and the applicable Task Order.

4. The Consultant, and its officers, employees, and agents shall notify the Practitioner Partner, at any time either during or after completion or termination of the Consortium Contract and applicable Task Order, of any intended statement to the press or any intended issuing of any material for publication in any media of communication (print, news, television, radio, Internet, etc.) regarding the services provided or the data collected pursuant to the Consortium Contract and applicable Task Order at least twenty-four (24) hours prior to any statement to the press or at least five (5) Days prior to the submission of the material for publication, or such shorter periods as are reasonable under the circumstances. The Consultant may not issue any statement or submit any material for publication that includes Confidential Materials covered by this Section 5.08, as further subject to the provisions of either Section 6.01A or Section 6.01B, which apply to the Mini-RFP.

5. At the request of the Practitioner Partner, the Consultant shall return to the Practitioner Partner any and all Confidential Materials in the possession of the Consultant or its Subcontractors. If the Consultant or its Subcontractors are legally required to retain any Confidential Materials, the Consultant shall notify the Practitioner Partner in writing and set forth the Confidential Materials that it intends to retain and the reasons why it is legally required to retain such information. The Consultant shall confer, in good faith, with the Practitioner Partner regarding any issues that arise from the Consultant retaining such Confidential Materials. If the Practitioner Partner does not request such information, or the Law does not require otherwise, such information shall be maintained in accordance with the requirements set forth in Section 5.02.

6. The Academic Partner and the Practitioner Partner may negotiate a separate data use agreement or non-disclosure Agreement consistent with the provisions of either Section 6.01A or Section 6.01B, as applicable.

7. A breach of this Section 5.08 B shall constitute a material breach of this Consortium Contract for which DDC and the Practitioner Partner may terminate the Consortium Contract and applicable Task Order pursuant to Article 10. The Practitioner Partner reserves any and all other rights and remedies in the event of unauthorized disclosure.

§ 23. Section 6.01B of Appendix A of the Agreement is amended by adding to the end of the first paragraph in B the following:

If the Requesting Agency elects the provisions of Section 6.01B, as indicated in the Mini RFP and as approved by DDC, the Requesting Agency shall also indicate in the Mini RFP the nature of the license it will grant to the Academic Partner to use the Copyrightable Materials for publication of academic articles and additional independent faculty-led research and publication purposes, subject to the applicable provisions of Section 5.08.

§ 24. Article 7 of Appendix A of the Agreement is amended in its entirety, as follows:

ARTICLE 7 - INSURANCE

Section 7.01 Agreement to Insure

A. The Consultant shall not commence performing services under any applicable Task Order unless and until all insurance required by this Article 7 is in effect, and shall ensure continuous insurance coverage in the manner, form, and limits required by this Article 7 (with the minimum limits and special conditions specified in Schedule A, which will be included in each Task Order) throughout the term of all applicable Task Orders. For Task Orders awarded and funded solely by a Public Entity, the provisions of this Article 7 shall apply, making such necessary alterations to reflect the sole presence of a Public Entity as a party, unless the Laws applicable to such Public Entity provides otherwise or such Public Entity provides for different provisions in its Mini-RFP and related Task Order. For Task Orders involving any combination of City Agencies and Public Entities, the requirement(s) below of adding the City as an additional insured shall also include adding the Public Entity/Entities as additional insured(s).

B. Wherever this Article 7 requires that insurance coverage be “at least as broad” as a specified form (including all ISO forms), there is no obligation that the form itself be used, provided that the Consultant can demonstrate that the alternative form or endorsement or other provision contained in its policy provides coverage at least as broad as the specified form.

Section 7.02 Workers' Compensation, Disability Benefits, and Employers' Liability Insurance

A. The Consultant shall maintain workers' compensation insurance, employers' liability insurance, and disability benefits insurance, in accordance with Law on behalf of, or in regard to, all employees providing services under a Task Order.

B. Within 10 calendar days of award of a Task Order or as otherwise specified by the Department or in the Mini-RFP, and as required by N.Y. Workers' Compensation Law §§ 57 and 220(8), the Consultant shall submit proof of Consultant's workers' compensation insurance and disability benefits insurance (or proof of a legal exemption) to the Practitioner Partner in a form acceptable to the New York State Workers' Compensation Board. ACORD forms are not acceptable proof of such insurance. The following forms are acceptable:

1. Form C-105.2, *Certificate of Workers' Compensation Insurance*;
2. Form U-26.3, *State Insurance Fund Certificate of Workers' Compensation Insurance*;
3. Form SI-12, *Certificate of Workers' Compensation Self-Insurance*;
4. Form GSI-105.2, *Certificate of Participation in Worker's Compensation Group Self-Insurance*;
5. Form DB-120.1, *Certificate of Disability Benefits Insurance*;
6. Form DB-155, *Certificate of Disability Benefits Self-Insurance*;
7. Form CE-200 – *Affidavit of Exemption*;
8. Other forms approved by the New York State Workers' Compensation Board; or
9. Other proof of insurance in a form acceptable to the City.

Section 7.03 Other Insurance

A. *Commercial General Liability Insurance.* The Consultant shall maintain commercial general liability insurance in the amounts, if any, specified in Schedule A to the Task Order, that covers operations under the Task Order. Coverage must be at least as broad as the coverage provided by the most recently issued ISO Form CG 00 01, primary and non-contributory, and "occurrence" based rather than "claims-made." Such coverage shall list the

City, together with its officials and employees, and any other entity that may be listed on Schedule A to the Task Order as an additional insured with coverage at least as broad as the most recently issued ISO Form CG 20 10 or CG 20 26.

B. *Commercial Automobile Liability Insurance.* If indicated in Schedule A to the Task Order, the Consultant shall maintain commercial automobile liability insurance for liability arising out of ownership, maintenance or use of any owned, non-owned, or hired vehicles to be used in connection with this Agreement. Coverage shall be at least as broad as the most recently issued ISO Form CA 00 01. If vehicles are used for transporting hazardous materials, the commercial automobile liability insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS-90.

C. *Professional Liability Insurance.*

1. If indicated in Schedule A to the Task Order, the Consultant shall maintain and submit evidence of professional liability insurance or errors and omissions insurance appropriate to the type(s) of such services to be provided under this Agreement. The policy or policies shall cover the liability assumed by the Consultant under the Task Order arising out of the negligent performance of professional services or caused by an error, omission, or negligent act of the Consultant or anyone employed by the Consultant.

2. All subcontractors of the Consultant providing professional services under a Task Order for which professional liability insurance or errors and omissions insurance is reasonably commercially available shall also maintain such insurance in the amount of at least one million dollars (\$1,000,000) per claim, unless a higher amount is specified in the Task Order. At the time of the request for subcontractor approval, the Consultant shall provide to the Practitioner Partner, evidence of such professional liability insurance on a form acceptable to the Practitioner Partner.

3. Claims-made policies will be accepted for professional liability insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two years. If available as an option, the Consultant shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year. The Practitioner Partner may waive this requirement in writing upon request by the Consultant, subject to the approval by the New York City Law Department.

Section 7.04 General Requirements for Insurance Coverage and Policies

A. Unless otherwise stated, all insurance required by Section 7.03 of this Agreement must:

1. be provided by companies that may lawfully issue such policies;
2. have an A.M. Best rating of at least A- / VII, a Standard & Poor's rating of at least A, a Moody's Investors Service rating of at least A3, a Fitch Ratings rating of at least A- or a similar rating by any other nationally recognized statistical rating organization acceptable to the New York City Law Department unless prior written approval is obtained from the New York City Law Department; and
3. be primary (and non-contributing) to any insurance or self-insurance maintained by the City (not applicable to professional liability insurance/errors and omissions insurance).

B. The Consultant shall be solely responsible for the payment of all premiums for all required insurance policies and all deductibles or self-insured retentions to which such policies are subject, whether or not the City is an insured under the policy.

C. There shall be no self-insurance program with regard to any insurance required under Section 7.03 unless approved in writing by the Commissioner. Any such self-insurance program shall provide the City and any other additional insured listed on Schedule A to the Task Order with all rights that would be provided by traditional insurance required under this Article 7, including but not limited to the defense obligations that insurers are required to undertake in liability policies.

D. The limits of coverage for all types of insurance for the City, including its officials and employees, and any other additional insured listed on Schedule A that must be provided to such additional insured(s) shall be the greater of (i) the minimum limits set forth in Schedule A or (ii) the limits provided to the Consultant as named insured under all primary, excess, and umbrella policies of that type of coverage. A Practitioner Partner may waive this Section 7.04(D) with respect to a Task Order upon written consent of the New York City Law Department.

Section 7.05 Proof of Insurance

A. For each policy required by Schedule A to a Task Order, the Consultant shall file proof of insurance and, where applicable, proof that the City, including its officials and employees, is an additional insured with the Practitioner Partner within ten calendar days of award of a Task Order. The following proof is acceptable:

1. A certificate of insurance accompanied by a completed certification of insurance broker or agent (attached as Exhibit B to this Amendment) and any endorsements by which the City, including its officials and employees, have been made an additional insured; or

2. A copy of the insurance policy, including declarations and endorsements, certified by an authorized representative of the issuing insurance carrier.

B. Proof of insurance confirming renewals of insurance required under Section 7.03 must be submitted to the Practitioner Partner prior to the expiration date of the coverage. Such proof must meet the requirements of Section 7.05(A).

C. The Consultant shall be required to provide a complete copy of any Commercial Liability Insurance policy required by a Task Order in the event of a claim against the City that the City believes should be covered under such policy for which both the insurer has not provided the City with a defense thereunder and the Consultant has failed to provide a defense and failed to indemnify the City.

D. Acceptance by Practitioner Partner of a certificate or a policy does not excuse the Consultant from maintaining policies consistent with all provisions of this Article 7 (and ensuring that subcontractors maintain such policies) or from any liability arising from its failure to do so.

E. If the Consultant receives notice, from an insurance company or other person, that any insurance policy required under this Article 7 shall expire or be cancelled or terminated for any reason, the Consultant shall immediately forward a copy of such notice to the Practitioner Partner and DDC, and to the New York City Comptroller, Attn: Office of Contract Administration, Municipal Building, One Centre Street, Room 1005, New York, New York 10007.

Section 7.06 Miscellaneous

A. Whenever notice of loss, damage, occurrence, accident, claim, or suit is required under a policy required by Schedule A to a Task Order, the Consultant shall provide the insurer with timely notice thereof on behalf of the City. Such notice shall be given even where the Consultant may not be covered under such policy if this Article 7 and/or the Task Order requires that the City be an additional insured (for example, where one of Consultant's employees was injured in connection with services provided under the Task Order). Such notice shall expressly specify that "this notice is being given on behalf of the City of New York, including its officials and employees, as additional insured" (such notice shall also include the name of any other entity listed as an additional insured on Schedule A to the Task Order) and contain the following

information to the extent known: the number of the insurance policy; the name of the named insured; the date and location of the damage, occurrence, or accident; the identity of the persons or things injured, damaged, or lost; and the title of the claim or suit, if applicable. The Consultant shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007. If the Consultant fails to comply with the requirements of this paragraph, the Consultant shall indemnify the City, together with its officials and employees, and any other entity listed as an additional insured on Schedule A to the Task Order for all losses, judgments, settlements and expenses, including reasonable attorneys' fees, arising from an insurer's disclaimer of coverage citing late notice by or on behalf of the City together with its officials and employees, and any other entity listed as an additional insured on Schedule A to the Task Order.

B. The Consultant's failure to maintain any of the insurance required by this Article 7 and Schedule A to the Task Order shall constitute a material breach of this Agreement. Such breach shall not be waived or otherwise excused by any action or inaction by the City at any time.

C. Insurance coverage in the minimum amounts required in this Article 7 shall not relieve the Consultant or its subcontractors of any liability under this Agreement, nor shall it preclude the City from exercising any rights or taking such other actions as are available to it under any other provisions of this Agreement or Law.

D. With respect to commercial general liability insurance required by Section 7.03 and Schedule A to a Task Order, the Consultant waives all rights against the City, including its officials and employees, and any other entity listed as an additional insured on Schedule A to a Task Order for any damages or losses that are covered under any commercial general liability insurance required under a Task Order (whether or not such insurance is actually procured or claims are paid thereunder).

E. In the event the Consultant requires any subcontractor to maintain insurance with regard to any operations under a Task Order and requires such subcontractor to list the Consultant as an additional insured under such insurance, the Consultant shall ensure that such entity also list the City, including its officials and employees, and any other entity listed as an additional insured on Schedule A to the Task Order as an additional insured. With respect to commercial general liability insurance, such coverage must be at least as broad as the most recently issued ISO form CG 20 26.

§25. Attachment 1, Appendix B-1 to the Agreement, Template for Proposal in Response, is amended by adding Schedule A, attached to this Amendment as Exhibit A. In each

Task Order, the Practitioner Partner shall indicate the minimum insurance limits for each type of insurance, if any is required.

§26. The Certificate of Broker included in Attachment 1, Appendix B-3 of the Agreement is replaced with the Certification of Insurance Broker or Agent attached as Exhibit B to this Agreement.

§27. Except as modified herein or modified previously, all of the covenants, terms and conditions of the Agreement shall remain unchanged, and are hereby ratified and confirmed as in full force and effect.

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IN WITNESS WHEREOF, the Parties have executed this Amendment on the date first written above:

THE CITY OF NEW YORK

By: _____
[Deputy] Commissioner

CONSULTANT:

By: _____

Print Name: _____

Title: _____

EIN: _____

Approved as to Form and
Certified as to Legal Authority

Acting Corporation Counsel

ACKNOWLEDGMENT BY CORPORATION

State of _____ County of _____ ss:

On this ____ day of _____, _____ before me personally came _____, who being by me duly sworn, did depose and say that he/she resides in the City of _____ that he is the _____ of _____, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT BY COMMISSIONER

State of _____ County of _____ ss:

On this ____ day of _____, _____ before me personally came _____, to me known and known to me to be the Deputy Commissioner of the Department of Design and Construction of The City of New York, the person described as such in and who as such executed the foregoing instrument and he acknowledged to me that he executed the same as Deputy Commissioner for the purposes therein mentioned.

Notary Public or Commissioner of Deeds

[Requestor logo(s) here]



**[Name of Requestor's] Town+Gown Request for Proposals
under the Consortium Contract
[Research Project Name]**

 *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:NYC 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 [Research Project Name] (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., _____, 202__, to [Name], [Title] at [email address]. Please note that there is a __ MB file size limit.  *Note: Insert if Requestor's email has a 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., _____, 202__,  *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 for a Proposal in Response return date is at least a minimum of 30 calendar 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.

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., _____, 202_. 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.*

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:NYC 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.

 *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>). The template form of the Proposal in Response makes it clear to the Consultants that they 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. Agencies receiving proposals that do not follow the template form may deem such proposals to be non-responsive.*

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>Notes—see below</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 \$_____ for this research project. [Alternative: Proposals are expected to be in the range of \$ _____ to \$ _____.]  <i>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.</i>

 *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: 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 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

 *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 Consortium Contract) as part of a Proposal in Response (see Sections 3.3(b) and 3.3(e)(8)). Consultants should refer to the Consortium Contract if they wish to consider joint proposals with researchers at other Academic Consortium institutions or include Subcontractors as part of their Proposal in Response. Individual researchers developing Proposals in Response should contact the Gown Advisory Council representative for the respective Academic Consortium institution to obtain a copy of the Consortium Contract, the form of which is also downloadable from the Town+Gown website (<http://www1.nyc.gov/site/ddc/about/town-gown-advisory-council.page>). Please note that Consultants wishing to subcontract with a Subcontractor as part of its Proposal in Response must disclose its intention to use the services of a Subcontractor in its Proposal in Response as provided in Section 3.3 (e) (8) of the Consortium Contract and Appendix C to the Consortium Contract.

3. *Elections.*

 *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 6.01B, Town+Gown:NYC, 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 Consortium 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), 6.01A (Copyrights) and 6.02 (Patents)) that reflect standard academic practice with federal contracting agencies and Town+Gown:NYC's action research principle that both practitioner and academic are equal partners in knowledge creation (the **standard academic practice**). Sections 5.05, 5.08, 6.01A and 6.02 reverse the pattern of rights on standard City contracts, so that the standard academic practice applies.*

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, 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 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
[to be attached in actual Town+Gown RFP]

[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</u> <u>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 [ *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: _____

[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 C 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), dated as of [*Note: insert date*] (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 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 that is 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.]

[👁 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.]

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 Appendix [XXX] [👁 *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 billing and invoicing the Academic Practitioner:

[👁 *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. Representations and Warranties.

4.1. 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.

4.2. 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.

4.3. 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 notice 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.

4.4. 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.

4.5. 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.

4.6. 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.

4.7. Affirmation. The Consultant 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 5. 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 6. Relation of Task Order to Consortium Contract.

6.1 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.

6.2 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.

6.3 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 7. 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]

AGREED TO AND ACCEPTED BY:

By: _____

Name: _____

Title: _____

Date: _____

[Practitioner Partner]

AGREED TO AND ACCEPTED BY:

By: _____

Name: _____

Title: _____

Date: _____

**[For Task Orders of City Agencies only]
ACCEPTED BY DDC,
as Administrator of Consortium Contract,**

By: _____

Name: _____

Title: _____

Date: _____

**Exhibit A
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 \$_____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 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)	<u>\$1,000,000.00</u> per claim

Exhibit B
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 --

- (2) 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 _____