As of June 2018

To: Requestor Program and ACCO Staff

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

Re: Instructions for Use of Town+Gown Task Order Template Form

A Town+Gown Task Order (defined below) must be in the form of Appendix C to the Master Contract (defined below) to which this template Town+Gown Task Order conforms. Appendix C is a combined Proposal in Response and Task Order form, which Town+Gown/DDC has turned into separate forms available at the Town+Gown website at (<http://www1.nyc.gov/site/ddc/about/town-gown-components.page#funded>). This memo preceding the template Town+Gown Task Order form that follows and the document entitled *DOES YOUR AGENCY HAVE AN ACADEMIC RESEARCH NEED* also available on the Town+Gown website (<http://www1.nyc.gov/site/ddc/about/town-gown-components.page#funded>)) are intended to provide all of the information your agency’s ACCO staff will need to create a Town+Gown Task Order from the awarded Proposal in Response that conforms to the Master Contract and that your agency will register with the Comptroller’s Office. If you have additional questions or require clarification, please contact Terri Matthews, Director, Town+Gown (matthewte@ddc.nyc.gov) or Nicholas Mendoza, DDC’s ACCO (MendozaNi@ddc.nyc.gov).

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

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

Once your agency has selected the Consultant’s Proposal in Response to your agency’s Town+Gown RFP (the **Town+Gown RFP)** for an award, please review this memo and template form, along with the document entitled *DOES YOUR AGENCY HAVE AN ACADEMIC RESEARCH NEED*. These documents are intended to provide all of the information you need to turn the awarded Proposal in Response into a Task Order between the Requestor (your agency), which becomes the Practitioner Partner, and the Consultant to which you award the Task Order, which becomes the Academic Partner, to be registered with the Comptroller’s Office. But, if you have additional questions or require clarification, please contact Terri Matthews, Director, Town+Gown (matthewte@ddc.nyc.gov) or Nicholas Mendoza, DDC’s ACCO (MendozaNi@ddc.nyc.gov).

The following template Town+Gown Task Order form contains instructions following the  icon. These instructions should be removed in the Town+Gown Task Order to be executed and later submitted to the Comptroller’s Office for registration.

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

* This is your agency’s Task Order, which will be prepared by your agency’s ACCO staff. Your agency must 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 Town+Gown Task Order.
* The Town+Gown Task Order must be in the form of Appendix C to the Master Contract to which this template Town+Gown Task Order conforms. Appendix C is a combined Proposal in Response and Task Order form, which Town+Gown/DDC has turned into separate forms available at the Town+Gown website above.
* To the extent your agency elected, pursuant to Section 3.2(f), certain optional provisions in Appendix A (Sections 5.05, 5.08 and/or 6.01), which were noted in your agency’s Town+Gown RFP, your agency 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.
* You will need to insert the FMS registration number for the Consortium Contract executed by the Consultant awardee from the chart below:

|  |  |
| --- | --- |
| **Vendor**  | **MMA1** |
| Brooklyn Law School | 20156201502 |
| The Cooper Union | 20166200107 |
| Drexel University | 20156201606 |
| Fordham University | 20146201444 |
| Manhattan College | 20146201441 |
| The New School | 20166200106 |
| New York Institute of Technology | 20146201445 |
| Pratt Institute | 20156201501 |
| Tufts University | 20156201503 |
| State University of New York | 20166200091 |
| New York University | 20146201446 |
| Pace University | 20146201443 |
| City University of New York | 20146201442 |
| Trustees of Columbia University | 20176200751 |
| Cornell University | 20176200781 |

[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**

* *Notes: 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. Appendix C is a combined Proposal in Response and Task Order form, which Town+Gown/DDC has turned into separate forms available at the Town+Gown website at (*<http://www1.nyc.gov/site/ddc/about/town-gown-components.page#funded>)*.*

*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 6.01 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 New York City Department of Design and Construction on behalf of the Academic 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, registered with the Comptroller’s Office [ *Note: Insert registration number for your institution from chart on preceding memo]* (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*]

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

The Project budget, estimating the costs of each component of the Project is below.

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

[ *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.*

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.

[ *Note: 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] [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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_