



REQUEST FOR PROPOSAL

Title: Columbia Justice Lab consultants for photography, videography, graphic design, event production, and other media relations-related projects.

Due Date/Time: 12PM, June 12, 2020

Location: Columbia University
Justice Lab
New York, NY 10115

Columbia Representative(s):

Name: Soraya Shri-Pathman
E-mail: srs2289@columbia.edu

TABLE OF CONTENTS

<u>TITLE</u>	<u>PAGE</u>
<i>Information & Instructions for Bidders</i>	
Section 1 General Information for Bidders	3
Section 2 Submission of Proposals	6
Section 3 Evaluation of Proposals	9
Section 4 University Background Information	11
<i>Bidder's Declaration</i>	12
<i>Bidder Questionnaire</i>	13
<i>Scope of Work ("SOW")</i>	16
<i>No Bid Form</i>	17
<i>Contract Acknowledgement</i>	18
<i>Appendices</i>	
<i>Appendix A Columbia's Standard Services Agreement</i>	19
<i>Appendix B Proposal Evaluation Criteria</i>	30

INFORMATION AND INSTRUCTIONS TO BIDDERS

Section 1 General Information to Bidders

Introduction:

Subject to the conditions set forth in this Request for Proposal, Columbia University is requesting supplier proposals for the following project:

Proposal Name: Columbia Justice Lab consultants for photography, videography, graphic design, event production, and other media relations-related projects.

Proposal Deadline: 12PM, June 6, 2020

Submission of Proposals: Soraya Shri-Pathman
srs2289@columbia.edu
Justice Lab
Columbia University

Bidders may submit their Proposals in accordance to instructions provided on page 7, Submission of Proposals of this RFP document.

Columbia Representative(s):

Name: Soraya Shri-Pathman
Phone: _____
E-mail: srs2289@columbia.edu

Name: _____
Phone: _____
E-mail: _____

Definitions

Except as otherwise specifically provided, definitions are set forth as follows:

Columbia— Refers to Columbia University.

Request for Proposal (RFP) - Refers to the document named Columbia's Request for Proposal of Columbia Justice Lab consultants for photography, videography, graphic design, event production, and other media relations-related projects.

Addenda — Refers to the written or graphic instruments issued by the Columbia Representative prior to the Proposal Deadline, which modifies or interprets the RFP by additions, deletions, clarifications, or corrections.

Bidder – Refers to the firm that is interested in and/or responds to the RFP.

Proposal - Refers to all documents that the Bidder must submit to the Columbia Representative prior to the Proposal Deadline.

Proposal Deadline - Refers to the time and date indicated in the RFP as the latest date and time that a Proposal will be accepted.

Contract – Refers to the final agreement reached between the successful Bidder and Columbia.

Contractor - The term Contractor shall mean the successful Bidder awarded the Contract.

Subcontractor — The term Subcontractor shall mean any individual, company, or corporation to whom the Contractor assigns any part of the Contract.

Code of Conduct and Fair Competition

It is the responsibility of the Bidder to notify the Columbia Representatives in writing of any possible conflict of interest as set forth below. Columbia will investigate the matter and determine if an actual conflict of interest exists.

A conflict of interest arises when a Columbia employee, officer or agent involved in the RFP process or Contract has a financial or any other interest in a Bidder. If a conflict of interest exists, the Bidder may not submit a Proposal.

Columbia employees, officers and agents may neither solicit nor accept gratuities, favors, or anything of monetary value from Bidders, Contractors, or parties to sub-agreements. Any such actions must be reported to the Columbia Representatives immediately.

Columbia reserves the right to cancel the award if, in its sole discretion, it determines that any interest disclosed from any source could give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the Bidder. Columbia's determination regarding any questions of conflict of interest shall be final.

Compliance with Federal, State and Local Laws

Bidder warrants in submitting a Proposal and in the performance of an award as a result of the Proposal, that Bidder has complied with, or will comply with, all applicable federal, state, University, and local laws, ordinances and all lawful orders, rules and regulations hereunder. The Bidder, by submitting the Proposal or performance that results from an award by Columbia, agrees not to discriminate against any employee or applicant based on an individual's race, color, religion, religious creed, ancestry, national origin, age (except minors), sex, sexual orientation, marital status, medical condition (cancer-related) and disability, and otherwise as required or permitted by law. Bidder further agrees that any sub-contract will contain a provision requiring non-discrimination in employment as specified above. Any breach of this provision may be regarded as material breach of contract and cause for cancellation.

Limitation of Liability

Columbia makes no representations, warranties, or guarantees that the information contained herein is accurate, complete, timely, or that such information accurately represents the conditions that would be encountered in pursuing the work or at the site(s) of work now or in the future. The furnishing of such information by Columbia shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Bidder, by submitting its Proposal, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold Columbia liable or responsible therefore in any manner whatsoever. Accordingly, nothing contained herein and no representation, statement or promise, of Columbia, its directors, officers, agents, representatives, or employees, oral or in writing, shall impair or limit the effect of the warranties of the Bidder required by this Request for Proposal and that it shall not hold Columbia liable or responsible therefore in any manner whatsoever.

Neither the Trustees of Columbia, nor any officer, agent, or employee thereof shall be charged personally with any liability by a Bidder or another or held liable to a Bidder or another under any term or provision of this RFP or any statements made herein or because of the submission or attempted submission of a response hereto or otherwise.

Qualification of Bidder

Bidder must possess the potential ability to perform successfully under the terms and conditions set forth in the RFP. Consideration shall be given to such matters as Bidder integrity; record of past performance; and financial and technical resources.

Columbia shall make such investigations as deemed necessary to determine the ability of a Bidder to provide the specified equipment and perform professional services.

Columbia reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Bidder fails to satisfy Columbia that said Bidder is properly qualified to carry out the obligations of the final Contract.

Section 2

Submission of Proposals

Preparation of Proposal

By submission of its Proposal, the Bidder agrees that the Proposal is predicated upon the acceptance of all the terms and conditions stated in the Request for Proposal, unless specifically excluded by the Bidder in its Proposal. Part or all of the RFP and the successful Proposal may be incorporated into the Contract.

Each Bidder shall furnish the information and documents required by the RFP. Failure to submit all required information may deem a Proposal as non-responsive. Columbia is exempt from Federal Excise Taxes and is also exempt from New York State and local sales or use taxes. All costs associated with the Contract must be stated in U.S currency. By submitting a Proposal, Bidder certifies that the prices proposed have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition as to any matter relating to such prices with any other Bidder or competitor. Bidders are cautioned to write all descriptions and prices clearly so there is no doubt as to the intent and scope of the Proposal.

A person who is legally authorized to bind Bidder to a Contract shall sign the Proposal. A Proposal submitted by an agent shall have a current Power of Attorney attached, which evidences the agent's authority to bind Bidder. The person signing the Proposal shall initial erasures or other changes.

Unnecessarily elaborate Proposals beyond what is sufficient to present a complete and effective Proposal are not desired and may be construed as an indication of the Bidder's lack of cost consciousness. Elaborate artwork, expensive paper and bindings are neither necessary nor desired. The cost incurred for the preparation of the Proposal is the sole responsibility of the Bidder. Columbia does not assume any liability for any pre-contract activity and/or cost incurred by Bidders responding to this RFP.

Proposal information is not considered confidential or proprietary. Trade secrets and other proprietary data contained in Proposals may be held confidential if the Bidder requests, in writing, that Columbia does so, and if Columbia agrees, in writing, to do so. Material considered confidential by the Bidder must be clearly identified. Such confidential/proprietary information must be easily separable from the non-confidential sections of the Proposal. Marking the entire Proposal as proprietary will be neither accepted nor honored. Notwithstanding any of the foregoing, Columbia reserves the right to use any of the ideas presented in any reply, Proposal, discussion, negotiations or presentation related to the RFP.

If a Bidder intends to use subcontractor(s), the Bidder must identify in its Proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

Communications Regarding the RFP

Requests for clarification and interpretations of the RFP must be made in writing via email during the period of May 20, 2020 – June 5, 2020. All questions regarding the RFP shall be directed to the Columbia Representatives in writing by e-mail. Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. Other questions may be more complex and may require a written amendment to the RFP. The Columbia Representatives will make that

decision.

The Columbia Representatives shall make clarifications, interpretations, corrections, and changes to the RFP by written Addenda as specified below. **Questions will not be answered and clarification will not be given after June 5, 2020.**

Addenda to RFP

Addenda to the RFP will be issued in writing and will be communicated to all Bidders by e-mail and shall become part of the RFP. If the RFP is amended, all terms and conditions that are not modified by the Addenda remain unchanged and in effect as written. If an addendum is issued after Proposals have been received and/or after a short list has been developed, the addendum may be provided only to those who submitted Proposals or only to those on the short list, in the sole discretion of Columbia.

Each Bidder shall be responsible for making sure it has received all issued Addenda prior to submitting a Proposal. **Addenda may be issued through June 4, 2020.**

Columbia reserves the right to change the RFP schedule and to issue addenda. Columbia also reserves the right to cancel, reissue, or to make corrections or amendments to the RFP due to errors or changes identified by Columbia or suggested by a Bidder, and to otherwise modify the terms of the RFP at any time in its sole discretion.

Submission of Proposals

Proposals are to be received via email by the designated office on or before the date and time specified as the Proposal Deadline in the RFP. **Oral, telephone or facsimile Proposals will not be considered.** Send your Proposal to the email address indicated above.

In the event it is required for physical bid proposals to be provided, bids shall be submitted in a sealed envelope or package as follows:

- 1 Addressed to the email address specified on the cover page of this RFP,
- 2 Show the Proposal Name, “ _____ ”,
- 3 Give the Bidder’s name, primary contacts address, and
- 4 Show the date and time of the Proposal Deadline as specified in this RFP

Please be sure to include all pages in the electronic copy of the Proposal Proposal.

Columbia, or any Columbia representatives, officers, or employees, will not be held responsible for the pre-opening of, post-opening of, or the failure to open a Proposal not properly addressed and identified.

Alternate or Substitute Proposals

Bidders may submit more than one Proposal. Alternate or substitute Proposals must comply with the terms and conditions of the RFP and must contain all required documents as specified in the RFP.

Columbia is seeking Proposals that meet its **minimum** requirements as outlined in the Scope of Work. If more than one method of meeting these requirements is proposed, each should be labeled primary, secondary, etc., submitted separately, and they will be evaluated in the specific priorities.

Late Submissions, Modifications, and Withdrawals of Proposals

Late Proposals: Proposals received after the specified Proposal Deadline will not be considered and shall be returned to the Bidder unopened.

Proposal Modifications: Prior to the Proposal Deadline, a submitted Proposal may be modified by written notice, signed by a duly authorized person on behalf of the Bidder, to the Columbia Representative. The written notice shall be worded as not to reveal the amount of the original Proposal.

Proposal Modifications must contain all required documents as specified in the RFP. Failure to submit all required information can deem the Proposal Modification as non-compliant and the contents of the Proposal Modification will not be considered.

A previously submitted Proposal will not be returned, unless written notice, signed by a duly authorized person, from the Bidding Company is received by the Columbia Representative.

Proposal Withdrawal Notifications: Prior to the Proposal Deadline, a submitted Proposal may be withdrawn by written notice to the Columbia Representative up until the Proposal Deadline. Written requests to withdraw must be signed by a duly authorized person on behalf of the Bidder and shall not reveal the amount of the Proposal. Proposals may not be modified, or withdrawn after the Proposal Deadline.

A withdrawn Proposal may be resubmitted prior to the Proposal Deadline. All resubmitted Proposals must fully comply with the RFP. Columbia will only consider the latest version of the Proposal.

Section 3

Evaluation of Proposals

Opening of Proposals:

The assigned Columbia Representatives will not accept Proposals after the specified date and time. Proposal services and pricing will not be publicly announced. Proposals will be reviewed and evaluated by Columbia. At any time, and from time to time after the opening of the Proposals, Columbia may give oral or written notice to one or more Bidders to furnish additional information relating to its Proposal and/or qualifications to perform the services contained in the RFP, or to meet with designated representatives of Columbia. The giving of such notice shall not be construed as an acceptance of a Bidder's Proposal.

All materials submitted in response to this RFP become the property of Columbia. Selection or rejection of a response does not affect this right. All copyright of materials produced under any contract or subcontract awarded as a result of this RFP shall be retained by Columbia. All forms of documents and data generated as a result of this contract are owned by and shall be delivered to Columbia at the direction of the Columbia Representative. During the period of performance, the information may not be disclosed by the Bidder to third parties, except as expressly provided in the Contract, without the written permission of the Executive Director of Purchasing.

Postponement of Proposal Opening

If an emergency or unanticipated event interrupts normal University processes to cause the postponement of the scheduled Proposal opening or the issuance of an addenda, the Columbia Representative will issue, in writing, to all Bidders, the new timeline and process.

Proposal Evaluation and Selection Criteria

Evaluation Criteria

Columbia may use a variety of procedures and techniques in evaluating Proposals and Bidders, including, but not limited to, creating a short list of Bidders, using upset levels, banding, comparative pairing, and price conversion techniques, requesting Best and Final Offers, conducting discussions, oral interviews and presentations, site visits, and negotiations, checking references, determining financial capability, and performing reevaluations of Proposals as necessary. Through use of any procedure or technique, Columbia may limit the number of Proposals to one or more that it will continue to consider. Columbia reserves the right to reject any Proposal that does not meet prerequisites or minimum requirements or which scores below average on any of the criteria.

For Proposals that are being engaged through the use of Sponsored funds, the evaluation criteria will be provided as an additional appendix of this RFP document.

Selection

Columbia reserves the right to make an award without further discussion of the Proposals submitted; there may be no best and final offer procedure. Interviews and negotiations may be conducted with one or more of the Bidders, but there shall be no obligation to receive further information from any Bidder. Therefore each initial offer should contain the Bidder's best terms from a cost or price, service, and technical standpoint.

Columbia may consult references familiar with the Bidder regarding its prior operations and projects, financial resources, reputation, performance, or other matters. Submission of a Proposal shall constitute permission for Columbia to make such inquiries and authorization to third parties to respond thereto. Columbia may elect to initiate contract negotiations with one or more Bidders including negotiation of costs/price(s) and any other issues or terms and conditions, including modifying any requirement in the RFP. The option of whether or not to initiate contract negotiations rests solely with Columbia. No Bidder shall have any rights against Columbia arising from such negotiations. The Bidders will be responsible for their travel and per diem expenses, required for any presentations, discussions, and/or negotiations.

Columbia reserves the right to award the Contract to a supplier other than the Bidder presenting the lowest price. The Contract resulting from this solicitation will be awarded to the Bidder(s) whose Proposal(s) Columbia believes will be the most advantageous to Columbia. The release of the RFP does not compel Columbia to purchase or to make an award. Columbia shall not be obligated in any manner to any Bidder whatsoever until a written Contract has been duly executed relating to an approved Proposal.

Columbia reserves the right to award multiple contracts for the products, work and/or services that are the subject matter of this Proposal and Bidder(s) are hereby given notice that they may not be Columbia's only Contractor or Bidder for such products, work and/or services.

As a result of the selection of a Bidder to supply products and/or services to Columbia, Columbia is neither endorsing nor suggesting that the Bidder's product or service is the best or only solution. The Bidder agrees to make no reference to Columbia in any literature, promotional material, brochures, sales presentation or the like without the express written consent of Columbia.

The Bidder will be expected to enter into a Contract with Columbia which is substantially the same as the contract included with this RFP. In no event is a Bidder to submit its own standard contract terms and conditions as a response to this RFP. If a Bidder objects to any of the provisions of Columbia's standard contract, it must identify in the Proposal any clauses which are unacceptable and the reasons or problems and propose alternatives. The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiation of the final contract.

Rejection of Proposals

Columbia has the right to reject any and all Proposals for any reason.

Notification of Award

The Columbia Representative will issue "Notification of Award" letter(s) once a selection has been made.

Section 4

University Background Information

General Information *(to be completed as applicable to the specific proposal being addressed)*

Columbia University is an independent, privately supported, non-sectarian institution of higher education. One of the country's leading research universities, it seeks to make significant original contributions to the development of knowledge, to preserve and interpret humanity's intellectual and moral heritage, and to transmit that heritage to future generations of students. It pursues these missions through research and educational programs in a wide range of disciplines in the humanities, social sciences, the natural, biomedical and applied sciences, and various professions, and through cooperative agreements with other educational institutions, research centers and hospitals in the greater New York region, throughout the country and abroad.

BIDDER'S DECLARATION

This Proposal is in response to Columbia's request for a Proposal ("RFP") for _____.

This Proposal consists of:

- Information & Instructions for Bidders
- Proposal Part I - Bidder's Declaration
- Proposal Part II - Bidder Questionnaire
- Proposal Part III - Scope of Work ("SOW")
- Proposal Part IV - Exceptions to Columbia Terms & Conditions and Appendix A

Bidder agrees to perform in accordance with all provisions of the RFP documents and any addenda thereto, except as may be specifically stated in this Proposal, at the prices set forth herein.

Bidder agrees that this Proposal is a firm offer to Columbia which cannot be withdrawn for 120 calendar days from and after the Proposal due date.

Bidder certifies that it has thoroughly examined and fully understands all of the provisions of the RFP and the conditions of the contract documents attached thereto, as well as any addenda issued prior to the due date; that it has carefully reviewed and fully supports the accuracy of its Proposal; has satisfied itself as to the nature and location of all work, the technical, general, and local conditions to be encountered in the performance of any work, the requirements of the Contract and all other matters which may in any way affect performance or the cost thereof; and that Columbia shall not be responsible for any errors or omissions on the part of the undersigned in preparing this Proposal.

If awarded a Contract, Bidder agrees to execute the Contract and deliver it to Columbia within 15 calendar days, of such award, along with any required certificates of insurance.

_____ Authorized Signatory	_____ Title
_____ Company Name	_____ Date
_____ Company Address	
_____ Telephone Number	_____ Federal Taxpayer I.D. Number
_____ Email Address	_____ DUNS Number

BIDDER QUESTIONNAIRE

A. Bidder Business Structure

1. Provide your company's name and address, and the primary RFP contact's name, phone number, e-mail address and fax number.
2. Please provide the location of each of your firm's offices. Indicate which office would service this account.
3. Please list your firm's lines of business and the approximate contributions of each business to your organization's total revenue. If you are an affiliate or subsidiary of an organization, what percentage of the parent firm's total revenue does your subsidiary or affiliate generate?
4. Is Bidder incorporated? If so, in what state and as what type of corporation?

B. Bidder Financial Information

1. Please provide your Dun and Bradstreet (DUNS) Number, if any.
2. Please provide your current DUNS rating:
3. Please provide your Standard and Poor's rating:
4. Bidder must attach its most recent annual report or certified financial statement as well as most recent SEC 10K filing.
5. Please provide your previous year's revenues.
6. What percentage of Bidder's annual revenues would any contract resulting from this Proposal represent?
7. Please describe any subcontractor relationships that would be involved in the support of any Columbia contract. (use of any subcontractor requires Columbia approval in advance. Failure to do so may result in termination of contract.)

C. Business Information

1. List any material claim asserted or threatened against Bidder that may have a significantly adverse effect on Bidder or adversely affect Bidder's ability to provide the goods or services required by this RFP.
2. List any business issue currently confronted by Bidder that may have a significantly adverse effect on Bidder or adversely affect Bidder's ability to provide the goods or services required by this RFP.
3. List 3 of your customers using the service covered by this Proposal similar in size, industry sector, and geographical presence to Columbia. Please provide:
 - Customer name and address
 - Customer employee size
 - Contact names and telephones (business and technical)

- Brief description of the service provided
 - How long has Customer been using Bidder to provide services?
4. List information regarding 2 of your customers (must currently be operational) previously using Bidder to provide services that **no** longer is using Bidder to do so. Please provide:
 - Customer names and addresses
 - Describe service provided by Bidder
 - Contact names and telephones
 - How long were these Customers using Bidder to provide the service?
 - Why did these Customers cease their business relationship with Bidder?
 5. Describe other current products/services Bidder has provided to Columbia (if applicable).
 6. Describe any existing or pending contracts between Bidder and Columbia.
 7. List the name and location of primary individual(s) who would be responsible for our account and provide brief biographies including titles, functions, academic credentials, and relevant experience. Include the role of each consultant for this assignment, the role of back-up personnel and how many clients are assigned to each person named above?
 8. Has your company or any individual in your company ever been debarred, suspended or presented on the OFAC list relevant to any activities contemplated with the US Federal Government?

D. Bidder Diversity

It is the policy of Columbia to promote and increase the participation of minority-owned business enterprises (“MBE’s” or “MWL’s”) as suppliers and second-tier providers. A MWBE is defined as a business enterprise more than 50% of which is owned by women, disadvantaged or minorities. To the extent practicable, maximum opportunity shall be given to qualified MBEs to participate as suppliers and contractors to Columbia. All qualified suppliers are provided equal opportunity to compete and participate in the Columbia’s procurement process subject to all the established purchasing policies and procedures.

1. Please indicate your MWBE status.
2. Are the owner(s) of Bidder United States citizens?
3. Has Bidder ever been certified as an MBE by any agency? If so, please provide a copy of the certification.
4. Please provide the name(s) and phone numbers of any dedicated Bidder personnel who deal with MBE issues.
5. Please discuss Bidder’s own MBE program, and if Bidder is not a MBE itself, describe Bidder’s ability to provide any “second-tier” reporting to Columbia. Second-tier reporting provides details of Bidder’s expenditures, by ownership category, with MBE’s related to any contract.

6. Please indicate if your business operates in the following locations:

Zip Codes –

- 10025 – 10027 _____
- 10029 – 10040 _____
- 10451 _____
- 10454 – 10455 _____
- 10474 _____

New York Boroughs –

Brooklyn ____ Queens ____ Bronx ____ Staten Island ____ Manhattan ____

7. As Columbia is committed to the hiring of qualified local residents from the above mentioned local areas when possible:

- Does your proposal address the hiring of local residents?
- Has your company engaged local talent in any previous engagements (through any contract whether or not with Columbia)? If so, please describe.

SCOPE OF WORK (“SOW”)

SEE SEPARATE DOCUMENT

(to be completed by customer)

MINORITY AND LOCAL PLAN

What operations, if any, are currently located in the New York Empowerment Zone (NYEZ)? Can you present options how this area of the Columbia community can be integrated into this program?

See below for zip codes that comprise this referenced area.

- We encourage bidders to explore potential partnering or subcontracting arrangements with MWL vendors to maximize Minority & Local participation. Please detail any plans you may have with regard to creative partnering or subcontracting with MWL vendors.

NYEZ zip codes:

- 10025 – 10027
- 10029 – 10040
- 10451
- 10454
- 10455
- 10474

Columbia attaches great importance to the bidder’s ability to utilize MWL (Minority, Women, and or Locally) owned businesses in the performance of this contract. This can be accomplished by, 2nd Tier MWL vendor usage, opening of a facility within the New York Empowerment Zone (NYEZ) region, maximization of minority, women owned and local subcontract participation and innovation in recruitment and training of employees through community work force development.

What operations, if any, are currently located in the New York City area (includes 5 boroughs)? Can you present options how this area can be integrated into this program?

NO-BID FORM

RFP TITLE: _____

RFP # : _____

Bidders choosing not to proposal are requested to complete the portion of the form below:

It is our intention not to submit a proposal for the following reason(s):

- _____ we do not provide the requested services
- _____ we do not provide the requested goods
- _____ we are unable to meet the minimum qualifications
- _____ due to other engagements we would be unable to support this proposal
- _____ due to a conflict of interest we are unable to submit a proposal
- _____ other (*please provide additional rationale below*)

Signature: _____

Name: _____

Title: _____

CONTRACT ACKNOWLEDGMENT

DATE: May 29, 2020

FROM: Vendor Name
Address

TO: Columbia University in the City of New York

RE: PROPOSAL/BID DESCRIPTION

Project Description
Quotation # _____

Please be advised that we have carefully read the Appendix “A”, (agreement type) enclosed in the package. We acknowledge that if we are ultimately awarded the contract we will promptly execute an agreement containing identical terms and conditions. We understand that there will be no negotiation of the terms and conditions of the Agreement upon award.

(Please note any contract exceptions in the space below or provide an attachment with appropriate signature. Type NONE if you do not have any exceptions.)

Note Exceptions:

Signature: _____

Name: _____

Title: _____

APPENDIX A

Columbia University Standard Agreement

Service Provider Agreement ("Agreement") dated as of _____, 20__ (the "Effective Date") between The Trustees of Columbia University in the City of New York ("Columbia") and _____ ("Service Provider").

1. Scope. Service Provider agrees to perform the services described in Attachment 1 (the "Services").
2. Payments. Conditioned upon Service Provider's performance of the Services in accordance with this Agreement, Columbia will pay Service Provider the amounts specified in Attachment 1 (the "Statement of Work"). The payments specified in Attachment 1 represent Columbia's total financial commitment to Service Provider for all Services and deliverables, and other obligations under this Agreement.
3. Performance of Services.

(a) Service Provider will perform the Services in a timely manner and in accordance with any project schedule set forth in Attachment 1. The parties agree that "time is of the essence" with respect to Service Provider's performance.

(b) Service Provider will assign qualified and experienced personnel to perform the Services. Where Attachment 1 identifies specific Service Provider personnel, these individuals will remain assigned to provide the Services throughout the term of this Agreement, in accordance with their roles and responsibilities identified in Attachment 1, unless otherwise approved in writing by Columbia. However, if Columbia objects to the manner of performance of any Service Provider personnel (including any third party contractors or agents of Service Provider), Service Provider will promptly take all necessary actions to rectify the objections, including, if requested by Columbia, the prompt removal of the individual from the provision of Services to Columbia. If it becomes necessary to replace any personnel, Service Provider will provide as a replacement a person with equivalent or better qualifications, as approved by Columbia (such approval not to be unreasonably withheld).

(c) Columbia will have a reasonable opportunity (not to exceed 30 days, unless otherwise specified in Attachment 1) to review all deliverables or Services provided to Columbia under this Agreement. If Columbia informs Service Provider of a deficiency in the deliverables or Services, Service Provider will promptly make corrections and re-submit them to Columbia for review and approval. Service Provider will not charge Columbia for the time and expense in making corrections to deliverables that fail to comply with the requirements of this Agreement. If Service Provider is not able to timely make all appropriate corrections, Columbia may elect to terminate the applicable Statement of Work(s), in which event Service Provider will promptly refund any amounts previously paid by Columbia for work not performed in accordance with this Agreement. Nothing in this clause (c) will excuse Service Provider from meeting any delivery or project schedule set forth in Attachment 1.

(d) Service Provider will provide timely and complete status and other reasonable reports to Columbia at least once each month or as otherwise required by Attachment 1. Status reports will identify anticipated or actual project delays or issues in reasonable detail. If Service Provider believes that Columbia is failing to perform any activity or obligation that will delay or interfere with Service Provider's performance of this Agreement, Service Provider will promptly notify Columbia's Project Manager in writing, and will cooperate with Columbia's efforts to resolve the matter. Columbia's failure to perform any activity or obligation will not excuse Service Provider's delay or nonperformance, unless Service Provider provides timely notice to Columbia in accordance with this Agreement.

4. Warranties.

(a) Each of Service Provider and Columbia warrants that it has the requisite power and authority to enter into and perform its obligations under this Agreement. Service Provider warrants that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental department or agency.

(b) Service Provider warrants that it will perform the Services (i) in a diligent and highly professional manner, (ii) in accordance with applicable law; and (iii) through experienced individuals qualified to perform the Services. Service Provider will obtain all required governmental and third-party licenses, approvals, and permits appropriate for the provision of Services and deliverables.

(c) Service Provider warrants that all deliverables will be developed in accordance with the quality standards of the applicable industry, and will meet in all respects the requirements set forth in Attachment 1. Service Provider further warrants that the Services and deliverables will not infringe or misappropriate the rights of any third party, and that Service Provider has all power and authority to convey ownership of the Services and deliverables to Columbia in accordance with this Agreement.

5. Confidentiality.

(a) Service Provider will treat as confidential all data, records, accounts, and other information regarding Columbia and its affiliates that become known to Service Provider or is generated by Service Provider through its activities hereunder, including information regarding Columbia's and its affiliates' operations, policies, procedures, faculty, employees, students, information technology systems, and financial information and plans ("Columbia Confidential Information"). Columbia Confidential Information includes the Services and deliverables. Service Provider's confidentiality obligations include establishing and maintaining appropriate safeguards, procedures, and systems to avoid the unauthorized destruction, loss, alteration, access to, or disclosure of any Columbia Confidential Information, in accordance with the standards of the applicable industry and as otherwise required by applicable law.

(b) Columbia will treat as confidential all of Service Provider's proprietary methodologies, software and materials that Service Provider provides to Columbia hereunder and which are marked "Confidential" or "Proprietary" ("Service Provider Confidential Information"). In no event will Service Provider Confidential Information be deemed to include any Columbia Confidential Information.

(c) During and after the term of this Agreement, neither party will use or disclose the other party's Confidential Information, except for the purpose of providing, receiving or using the Services in accordance with this Agreement, or as may be required by law, regulation or court order. Service Provider will obtain from all subcontractors and agents authorized to perform the Services under this Agreement a signed written statement agreeing to the confidentiality provisions herein.

(d) The obligations of confidentiality under this Section do not apply to any information to the extent it: (i) was known to the receiving party prior to such party's receipt of or access to that information under this Agreement, (ii) was or becomes a matter of public information or publicly available through no act or failure to act on the part of the receiving party, (iii) is acquired from a third party entitled to disclose the information without obligation of confidentiality, or (iv) is developed independently and without use of the disclosing party's Confidential Information.

6. Ownership Rights.

(a) All deliverables to be provided under this Agreement, and any invention, improvement, discovery, or innovation (whether or not patentable) made, conceived or actually reduced to practice by Service Provider in the performance of Services hereunder, (collectively the "Work Product") will be owned exclusively by Columbia, including all proprietary and intellectual property rights therein. To the fullest extent permissible under law, the Work Product will be a "work made for hire" for the University. To the extent not automatically vested in Columbia, Service

Provider hereby assigns to Columbia all right, title and interest in and to the Work Product, including, without limitation, copyright, patent, and trade secret rights. Upon Columbia's request, Service Provider will execute any additional documents necessary for Columbia to perfect its ownership rights.

(b) Notwithstanding the foregoing, Service Provider will retain ownership of its pre-existing and proprietary materials and other intellectual property that may be incorporated into the Work Product, provided that Service Provider will inform Columbia in writing before incorporating any pre-existing material or pre-existing intellectual property into the Work Product. Service Provider hereby grants Columbia a perpetual, irrevocable, royalty-free, worldwide right and license (with the right to sublicense) to freely use, make, have made, reproduce, disseminate, display, perform, and create derivative works based on such pre-existing materials and intellectual property as may be incorporated into the Work Product or otherwise provided to Columbia in the course of performing the Services.

7. Indemnity.

(a) Service Provider will indemnify, hold harmless and defend Columbia, its trustees, officers, faculty, students, agents, and employees against any and all damages, suits, actions, claims, liabilities, losses, judgments, costs and expenses arising out of or relating to (i) any personal or bodily injury (including death) or property damage caused by Service Provider's negligent, willful, or unlawful acts or omissions or breach of this Agreement, (ii) breach of Service Provider's confidentiality obligations, or (iii) an infringement or misappropriation of any third party intellectual property or proprietary rights (including, without limitation, trademark, trade secret, copyright or patent) by the Services or Work Product.

(b) Columbia will provide prompt written notice to Service Provider of any claim that Service Provider is obligated to indemnify under this Agreement. Service Provider will be permitted to control the defense of the claim and any related settlement negotiations, and Columbia will cooperate (at Service Provider's expense) with the defense and settlement of the claim. In seeking to settle a claim, Service Provider may not purport to accept or expose Columbia to any liability, or admit to any fault, unless approved in writing in advance by an authorized representative of Columbia. Columbia will have the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

8. Disputes.

(a) The parties will make good faith efforts to resolve any dispute concerning this Agreement prior to commencing litigation.

(b) Columbia will not be deemed in breach of this Agreement for withholding any portion of payment that Columbia is disputing in good faith. Columbia will, however, make prompt payment of any portion of an amount not under dispute.

(c) The laws of the State of New York will govern all rights, duties, and obligations arising from or relating in any manner to this Agreement, without regard to conflict of laws principles. Any and all claims arising from or relating to this Agreement will be heard either in United States or New York State courts located in the City and County of New York.

9. Use of Name. Service Provider will not use the name, insignia, or symbols of Columbia, its faculties or departments, or any variations or combination thereof, or the name of any trustee, faculty member, other employee, or student of Columbia for any purpose whatsoever without Columbia's prior written consent.

10. Term and Termination.

(a) The term of this Agreement is from _____, 20__ to _____, 20__, unless otherwise terminated in accordance with this Section. The Statement of Work will begin on the Effective Date and will end when Service Provider and Columbia have completed their obligations there under, unless otherwise stated in the

Statement of Work.

(b) Columbia may terminate this Agreement in whole or in part at any time without cause upon at least 15 days written notice to Service Provider. If this Agreement is a subcontract (with Columbia being the contractor to another party, and Service Provider being Columbia's subcontractor), then Columbia may immediately terminate this Agreement upon written notice to Service Provider if the prime contract is terminated for any reason.

(c) Columbia may terminate this Agreement for Service Provider's breach upon at least 10 days written notice to Service Provider, unless during such notice period Service Provider fully cures the breach to Columbia's reasonable satisfaction.

(d) Service Provider may terminate this Agreement for Columbia's breach for failure to pay any amounts then due upon at least 30 days written notice to Columbia, unless during such notice period Columbia fully cures the breach.

(e) If Columbia terminates this Agreement without cause, Columbia will promptly pay Service Provider for its Services performed through the effective date of termination, in accordance with the terms of this Agreement.

(f) In the event of any termination, or at any time upon Columbia's request, Service Provider will: (i) immediately return to Columbia any Columbia proprietary materials and information in Service Provider's possession or control, including without limitation all Columbia Confidential Information and any deliverables then under development; and (ii) at Columbia's request, cooperate with Columbia in the transition of the work performed under this Agreement to Columbia or its designee.

(g) Any provisions of this Agreement (including, but not limited to, confidentiality and indemnity obligations) that by their nature extend beyond termination will remain in effect in accordance with their terms.

11. Insurance.

(a) Service Provider will maintain, at its own cost and expense, the following types and amounts of insurance with insurers rated "A" "VII" or better by A.M. Best and licensed in the State of New York:

1) Commercial General Liability insurance, written on an occurrence basis including, but not limited to, coverage for contractual liability, products and completed operations, personal injury, bodily injury and broad form property damage liabilities with liability limits not less than \$1,000,000 per occurrence and annual aggregate. Products and completed operations insurance shall be maintained for 3 years following termination of this Agreement.

2) When working on-site at Columbia facilities or at Columbia sponsored events,

(i) Workers' Compensation and Employers Liability insurance, covering each employee of Service Provider engaged in the performance of work under this Agreement, with minimum limits of liability in accordance with applicable state law in the case of Workers' Compensation insurance, and with not less than the following limits of liability in the case of Employers Liability insurance: Workers' Compensation - Coverage A – Statutory; Employers Liability -Coverage B- Each Accident - \$1,000,000; Policy Limit - \$1,000,000; Each Employee by Disease - \$1,000,000.

(ii) Automobile Liability insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage of not less than \$2,000,000 per occurrence.

3) Professional Liability insurance, the Service Provider shall maintain limits not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate covering the errors and omissions of the Service Provider.

4) Each of the policies required by subsections (1) and (2.ii) above shall provide that the insurance company pay the costs of defense (including attorneys' fees) of any suit or proceeding against Columbia University or its trustees, officers, agents, or employees, alleging any omission or act relating to this Agreement, and seeking damages on account thereof, even if such suit is groundless, false or fraudulent. These insurances shall be primary and shall be written to cover claims incurred, discovered, manifested or made during or after the expiration of this Agreement. Insurance procured by Service Provider shall not reduce or limit Service Provider's obligation to indemnify and defend Columbia University or Service Provider's liabilities for claims made or suits brought which result from or are in connection with the performance of this Agreement. Any insurance Columbia University may purchase shall be excess and non-contributory.

(b) Prior to commencement of the work, Service Provider will deliver certificates of insurance to the University providing evidence of the coverage required above. Each certificate of insurance, with the exception of Professional Liability, Workers' Compensation and Employers Liability Insurance, shall name The Trustees of Columbia University in the City of New York, its trustees, officers, agents and employees as additional insured. The Service Provider shall provide Columbia University with 30 days prior written notification if their Insurance is cancelled or a material change has been made to their policy. Each certificate of Insurance will list the certificate holder as The Trustees of Columbia University in the City of New York, ATTN: Risk Management, 615 West 131st Street, 3rd Floor, New York, NY 10027.

12. Notices.

(a) All progress reports to be delivered to Columbia shall be addressed as follows:

(b) All other written notices to be delivered to Columbia shall be addressed to:

Columbia University
615 West 131st Street
3rd Floor
New York, NY 10027
Attn: Joseph Harney
Vice President, Procurement

with a copy to:
Columbia University
Office of the General Counsel
412 Low Library
Mail Code 4308
535 West 116th Street
New York, NY 10027

(c) All written notices to be delivered to Service Provider shall be addressed to:

(d) Either party may change its addressee or other information by providing written notice thereof to the other party.

13. Other.

(a) Service Provider and its agents, contractors and employees entering upon Columbia's premises will take all proper and sufficient precautions and safeguards against the occurrence of any accidents, injuries (including death) or damages to any person or property.

(b) Neither of us will attempt to assign this Agreement, in whole or in part, without the prior written consent of the other. Service Provider may not subcontract any of its obligations hereunder without Columbia's prior written consent. Any attempt to assign or subcontract without consent is void. Any approved subcontracts will be subject to all conditions of this Agreement, and Service Provider will be responsible for the performance of its subcontractors to the full extent as if employed directly by Service Provider.

(c) This Agreement does not create any right or cause of action for any third party.

(d) Service Provider will perform the Services in accordance with all applicable laws, rules and regulations, including equal employment opportunity and import and export control laws and regulations. If Services are funded through a government grant or contract, Service Provider will comply with all laws, regulations, standards, and rules applicable to such grant or contract, as if they were fully set forth in this Agreement.

(e) If any provision of this Agreement is held to be invalid or unenforceable, but would be valid and enforceable if appropriately modified, then such provision will apply with the modification necessary to make it valid and enforceable in accordance with its objectives. In any case, the remaining provisions of this Agreement will remain in full force and effect.

(f) The failure or delay of either party to insist on strict performance of any term or condition, or to exercise any right or remedy in this Agreement, is not intended, and will not be construed as, a waiver of any such right or remedy.

(g) Service Provider will maintain accurate and current accounting and financial records concerning its activities under this Agreement. Columbia or its designated representatives will have the right to audit (at Columbia's expense) Service Provider's books, records and operations to confirm compliance with its obligations under this Agreement.

(h) Service Provider warrants that there exists no actual, potential or appearance of conflict between Service Provider's family, businesses, or financial interest and Service Provider's performance of the Services. Service Provider represents that it has not offered (and will not offer during the term of this Agreement) any compensation, reward, gift, favor, service, outside employment, reimbursement of expenses, loan, ownership interest, or anything else of monetary value, to any officer, employee, student, or faculty member of Columbia as an inducement to entering into or continuing under this Agreement. Service Provider will notify Columbia in writing of any change in conditions that might give the appearance of a conflict of interest. Service Provider will support and safeguard Columbia's legitimate interests in any dealings with third parties.

(i) Service Provider is an independent contractor with respect to Columbia, and nothing in this Agreement constitutes the parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever. Neither Service Provider nor its employees or agents will be entitled to any benefits applicable to

Columbia's employees. Service Provider will be solely responsible for its compliance with all laws, regulations, and rules regarding employment of its personnel, and for any claims made by personnel or other individuals assigned by Service Provider to provide the Services, including any wages, benefits, workers' compensation, health and unemployment insurance, and pension contributions.

(j) This Agreement is the complete agreement between Columbia and Service Provider regarding its subject matter, and replaces any prior oral or written communications between them. Any modification to this Agreement must be made in writing and signed by authorized representatives of both parties. Any variance from or addition to the terms and conditions of this Agreement in any present or future invoice or other document delivered by Service Provider will be void and of no effect unless agreed to in writing by an authorized representative of Columbia.

(k) In case of a conflict between the provisions set forth above and the Statement of Work or other attachment to this Agreement, the provisions set forth above will govern, unless otherwise specifically agreed in writing.