

COLUMBIA UNIVERSITY

REQUEST FOR QUOTE/PROPOSAL TERMS & CONDITIONS

Definitions

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

Columbia— Refers to Columbia University.

Request for Quote/Proposal (RFQ/P) - Refers to the document named Columbia's Request for Proposal of _____.

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

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

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

Bid Deadline - Refers to the time and date indicated in the RFQ/P as the latest date and time that a Bid 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 RFQ/P 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 Bid.

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 Bid and in the performance of an award as a result of the Bid, 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 Bid 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 Bid, 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 Bid 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 RFQ/P 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 RFQ/P. 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 Bid 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.

Submission of Bids

Preparation of Bid

By submission of its Bid, the Bidder agrees that the Bid 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 Bid. Part or all of the RFQ/P and the successful Bid may be incorporated into the Contract.

Each Bidder shall furnish the information and documents required by the RFQ/P. Failure to submit all required information may deem a Bid 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 Bid, 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 Bid.

A person who is legally authorized to bind Bidder to a Contract shall sign the Bid. A Bid 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 Bid shall initial erasures or other changes.

Unnecessarily elaborate Bids beyond what is sufficient to present a complete and effective Bid 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 Bid 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 RFQ/P.

Bid information is not considered confidential or proprietary. Trade secrets and other

proprietary data contained in Bids 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 Bid. Marking the entire Bid 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, Bid, discussion, negotiations or presentation related to the RFQ/P.

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

Alternate or Substitute Bids

Bidders may submit more than one Bid. Alternate or substitute Bids must comply with the terms and conditions of the RFQ/P and must contain all required documents as specified in the RFQ/P.

Columbia is seeking Bids 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 Bids

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

Bid Modifications: Prior to the Bid Deadline, a submitted Bid 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 Bid.

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

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

A Bid may be withdrawn by written notice to the Columbia Representative up until the Bid 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 Bid. Bids may not be modified, or withdrawn after the Bid Deadline.

A withdrawn Bid may be resubmitted prior to the Bid Deadline. All resubmitted Bids must fully comply with the RFQ/P. Columbia will only consider the latest version of the Bid.

Evaluation of Bids

Opening of Bids:

The assigned Columbia Representatives will not accept Bids after the specified date and time. Bid services and pricing will not be publicly announced. Bids will be reviewed and evaluated by Columbia. At any time, and from time to time after the opening of the Bids, Columbia may give oral or written notice to one or more Bidders to furnish additional information relating to its Bid and/or qualifications to perform the services contained in the RFQ/P, 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 RFQ/P 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 RFQ/P 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 Bid Opening

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

Bid Evaluation and Selection Criteria

Evaluation Criteria

Columbia may use a variety of procedures and techniques in evaluating Bids 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 Bids as necessary. Through use of any procedure or technique, Columbia may limit the number of Bids to one or more that it will continue to consider. Columbia reserves the right to reject any Bid that does not meet prerequisites or minimum requirements or which scores below average on any of the criteria.

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

Selection

Columbia reserves the right to make an award without further discussion of the Bids 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 Bid 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 RFQ/P. 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 Bid(s) Columbia believes will be the most advantageous to Columbia. The release of the RFQ/P 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 Bid

Columbia reserves the right to award multiple contracts for the products, work and/or services that are the subject matter of this Bid 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 RFQ/P. In no event is a Bidder to submit its own standard contract terms and conditions as a response to this RFQ/P. If a Bidder objects to any of the provisions of Columbia's standard contract, it must identify in the Bid 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 Bids

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

Notification of Award

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