



REQUEST FOR PROPOSAL

Title: PHIA 2 Final Evaluation

Due Date/Time: 6/30/2023

Columbia Representatives:

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Note: Please include "RFP" in the subject for all inquiries and submissions.

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INFORMATION AND INSTRUCTIONS TO BIDDERS

Section 1: General Information for Bidders

Introduction:

Subject to the conditions set forth in this Request for Proposal, Columbia University is requesting **sealed** Bids for the following project:

Bid Name: PHIA 2 Final Evaluation

Bid Deadline: 6/30/2023

Submission of Bids: Jackie Maxwell, Natazia Fistrovic as above

Bidders must submit their Bids by email. *Faxed or paper Bids will not be accepted.*

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 **PHIA 2 Final Evaluation**.

Addenda — Refers to the written or graphic instruments issued by the Columbia Representative prior to the Bid 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.

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

Bid Deadline - Refers to the date and time indicated in the RFP 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 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 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 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 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.

Section 2: Submission of Bids

Acknowledging Receipt and Intent to Bid

Bidders must notify both Columbia Representatives indicated above by email, regarding the following:

- Confirm receipt of this RFP, by 6/2/2023
- State your organization's intent to bid, by 6/9/2023

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 RFP and the successful Bid 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 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 RFP.

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 RFP.

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.

Communications Regarding the RFP

Requests for clarification and interpretations of the RFP must be made in writing during the period of 6/5/2023-6/16/2023. All questions regarding the RFP shall be directed to the Columbia Representatives 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 6/16/2023.**

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 Bids have been received and/or after a short list has been developed, the addendum may be provided only to those who submitted Bids 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 Bid. **Addenda may be issued through 6/16/2023.**

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.

Proposal Format

The Bid must include all Bid Parts indicated below. Declaration and contract acknowledgement should be completed (but otherwise unchanged), printed, signed, and scanned. Other sections must be filled in as indicated. Bidder should include all necessary attachments when submitting their proposal.

Submission of Bids

Bids are to be received at the designated email addresses on or before the date and time specified as the Bid Deadline in the RFP. **Oral, telephone, paper or facsimile Bids will not be considered.** Bidder assumes full responsibility in assuring that its Bid is received by the Bid Deadline.

Bids shall be submitted as follows:

1. Emailed to the Columbia Representatives specified on the cover page of this RFP,
2. Contain "RFP" in the Subject: field,
3. Show the Bid Name, "PHIA 2 Final Evaluation",
4. Give the Bidder's name, primary contacts address, and
5. Show the date and time of the Bid Deadline as specified in this RFP

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 Bid not properly addressed and identified.

Alternate or Substitute Bids

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

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 email notice, signed by a duly authorized person on behalf of the Bidder, to the Columbia Representatives. The 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 RFP. 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.

Bid Withdrawal Notifications: Prior to the Bid Deadline, a submitted 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 RFP. Columbia will only consider the latest version of the Bid.

Section 3: 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 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 Bid.

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 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.

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 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 Bid(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 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 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 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.

Section 4: Background Information

General Information

The purpose of the Population-Based HIV Impact Assessment (PHIA) Project is to assess the status of the HIV epidemic in selected countries through nationally representative, population-based household surveys. These surveys include a household interview, an individual participant interview, home-based HIV counselling and testing with immediate sharing of results with participants, as well as other home-based testing and satellite or central laboratory specialty testing that define the effects of HIV prevention, testing and treatment programs. The responses to the tablet-based interview questions also describe the reach of HIV prevention, care and treatment interventions in order to inform programs and policies.

This PEPFAR-funded project supported the conduct of 7 PHIA's during the current five-year project period (December 29, 2018-Sept 30, 2024) in countries most affected by the HIV epidemic, in close collaboration with the United States Centers for Disease Control and Prevention (CDC), international partners and in-country stakeholders, including each country's Ministry of Health (MOH).

ICAP seeks the conduct of an external project evaluation by a consultant or consultant organization as per the terms of PHIA Project's Funding Opportunity Announcement, which requires ICAP to undertake an outcome-based evaluation to assess program implementation and achievement of stated outcomes. The evaluation provides an opportunity to harness the experience gained over the course of the project to optimize efficiencies and lessons learned for future projects.

PHIA 2 Final Evaluation

The purpose of the assignment is to obtain information from project documents, ICAP PHIA Project staff, and CDC staff, as well as from in-country stakeholders, in order to prepare an Evaluation Report of the PHIA Project, and the extent to which the PHIA project met its originally stated goals. This would include collection, summarizing, analysis and contextualization of the use of PHIA data to date, the data and/or HIV program performance gaps that were identified by the surveys, the impact of PHIA project capacity building efforts, and the capacity building that may be required for local partners to have a greater leadership role in the design, conduct, analysis of PHIA's and dissemination of their findings. The output should be a well-written, analytical and succinct Final Evaluation Report, which the funder and the ICAP PHIA Project staff will use to measure and evaluate overall project outcomes and impact.

Assessments to be included in the Evaluation

The external evaluation should assess:

- The extent to which the PHIA project has met originally stated project goals
- How PHIA data has been used, in-country as well as by bilateral and multilateral funders and funders
- Data gaps and HIV program performance gaps identified by PHIA surveys that could be assessed by follow-on surveys
- Impact of PHIA project on building in-country capacity to design, implementation and dissemination of PHIA survey results
- Capacity and skills need among in-country partners in relation to design, implementation and dissemination of PHIA surveys, including:
 - Developing and managing timelines
 - Developing and monitoring project objectives, survey design and methods
 - Managing stakeholder engagement
 - Conducting operations and logistics management

- Developing procurement lists and securing procurements in time
- Developing and maintaining project data sources, collection, and management plan
- Developing and supporting community mobilization activities
- Quality assurance for survey and laboratory data
- Developing and conducting training and capacity building
- Development and production of project reports and dissemination plan
- Understanding and managing submissions for ethics reviews and awareness of ethical considerations
- Public release of data and related documentation

BID PART I: BIDDER'S DECLARATION

This Bid is in response to Columbia's request for a Bid ("RFP") for [insert here the name of the project vendors will bid on].

This Bid consists of:

Bid Part I - Bidder's Declaration

Bid Part II - Bidder Questionnaire

Bid Part III - Scope of Work ("SOW")

Bid Part IV - Proposed Timeline

Bid Part V - Bidder Background and Capacity

Bid Part VI - Financial Proposal

Bid Part VII - Contract Acknowledgement, with any exceptions to Columbia Terms & Conditions and Appendix A (Columbia's Standard Contract)

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 Bid, at the prices set forth herein.

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

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

BID PART II: 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 Bid 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 Bid similar in size, industry sector, and geographical presence to Columbia. Please provide:
 - a. Customer name and address
 - b. Customer employee size
 - c. Contact names and telephones (business and technical)
 - d. Brief description of the service provided
 - e. 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:
 - a. Customer names and addresses
 - b. Describe service provided by Bidder
 - c. Contact names and telephones
 - d. How long were these Customers using Bidder to provide the service?
 - e. 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.

D. Minority and Local Plan

It is the policy of Columbia to promote and increase the participation of minority-owned business enterprises (“MBEs” or “MWLs”) as suppliers and second-tier providers. An MBE is defined as a business enterprise more than 50% of which is owned by women 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. Is the ownership of Bidder (*check all that apply*):
 - a. American Indian or Alaskan Native?
 - b. Asian or Pacific Islander?
 - c. Black (African American)?
 - d. Hispanic?
 - e. Non-Minority Woman?
 - f. Woman?
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 an 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. Zip codes that govern the use of MWL suppliers are:
 - a. 10025 - 10027
 - b. 10029 - 10040
 - c. 10451

- d. 10454 – 10455
- e. 10474

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

- a. 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.

b.

BID PART III: SCOPE OF WORK (“SOW”)

Scope of Work

The assignment will include the following activities (see Table below for timeline):

- i. Meet with ICAP PHIA Project management team in order to develop consensus regarding the specific definitions, outputs, outcomes, processes and expectations of the external evaluation
- ii. Gather the relevant documents and materials and conduct interviews needed for the evaluation
- iii. Prepare and submit to ICAP’s PHIA Project team a draft evaluation report
- iv. Incorporate feedback on the draft report from ICAP and finalize the Evaluation Report
- v. Prepare and submit to ICAP’s PHIA Project management team the finalized evaluation report.

Sample Evaluation Questions (*What should we keep doing? What should we stop doing? What should we change?*)

- Is the implementation of PHIA Project activities consistent with requirements indicated in the request for proposal?
- What are the technical and operational strengths and weaknesses of ICAP as a technical assistance partner?
- What is the capacity for a partner and local organizations to be potential lead implementers?
 - If local entity (MOH; national statistical agency; NPHL) has implemented surveys before, do they have experience/current capacity to manage a lab-test-heavy survey?
- What level of engagement did in-country stakeholders including Ministry of Health and other in-country stakeholders have on the PHIA implementation?
- Is there evidence of capacity building, transfer of skills and country ownership?
- What capacity and skill-gaps were most challenging for local partners involved in the PHIA surveys?
- What additive value was appreciated by local partners for technical and operational support by ICAP and CDC staff
- Is there evidence that PHIA data and reports to date have been utilized by stakeholders and in what way?
- What data and /or data gaps should be prioritized for subsequent PHIA and other surveys

Data collection methods

Review of documents to be specified by ICAP, including Funding Opportunity Announcement, Notice of Award, Annual Progress Reports and Continuation Applications, mid-term evaluation report, survey results reports (see Appendix A for a more detailed list of example documents). In-depth key informant interviews with ICAP PHIA NY team and key CDC-Atlanta stakeholders. Interview regional and selected PHIA country teams, host country partners including ministries of health, and in-country CDC staff, via:

- Visits to three selected countries

- Remote interview of selected ICAP PHIA Project staff in countries not visited in-person

Deliverables

1. Draft Evaluation Report
2. Power point presentation on the evaluation report to ICAP and ICAP PHIA leadership
3. Final Evaluation Report

Implementation Plan Guide (est. to begin mid-October 2023)

Activity/ Output	Estimated number of days	Deadline
Planning and Consultations	5	Continuous
Gathering documents and review of materials	4	TBD
Develop assessment tools	3	TBD
Conduct assessments	15 – 20 days	TBD
Draft report	5 – 10 days	TBD
Present draft report to PHIA management	1	TBD
Incorporate feedback and finalize report and submit final report	7	TBD

Consultant Qualifications and requirements

- An advanced degree in health or social sciences or related field
- Experience in conducting five or more project evaluations, preferably for U.S. government funded projects
- At least 10 years working experience in conducting HIV prevalence related studies, qualitative and quantitative analysis and working in LMIC
- Ability to perform the evaluation and incorporate feedback within the time frame stipulated above
- Provide copies of relevant self-completed sample reports which contain both quantitative and qualitative information
- Evidence of publications in a related field

Appendix A.

A.	Example Documents for Desk Review
A1.	FOA proposal (narrative and appendices only)

A2.	Example of TWG meeting minutes
A3.	PPD monitoring reports
A4.	Dashboard access
A5.	PHIA NY organogram
A6.	APR-CA narratives
A7.	Questionnaire templates for household, adult and early adolescent
A8.	Final training template materials
A9.	Lab SOPs
A10.	NOAs
A11.	Protocol template
A12.	Summary sheets
A13.	List of south-south learning/TA visits
A14.	CDC meeting – agenda, minutes from each session, PPTs
A15.	Capacity building docs
A16.	Training Guide
A17.	Template TORs for PHIA TWG, Steering Committee & Sub-Committees
A18.	Template partner role & responsibility doc
A19.	Procurement gantt chart and doc detailing procurement timeline and procurement RACI matrix
A20.	Examples of minutes from operations meetings

BID PART IV: PROPOSED TIMELINE

Indicate a proposed timeline including effort expected from ICAP staff, bidder’s staff, and indication of work that could be done by either; milestones; and duration of the project.

BID PART V: BIDDER BACKGROUND AND CAPACITY

Describe capacity to fulfill the above requirements, including staff experience working with aggregate data reporting systems, experience working within an open source community, and experience managing large projects.

BID PART VI: FINANCIAL PROPOSAL

Financial proposal must specify cost, fees and payment terms for fulfilment of the above requirements. Please provide a narrative.

BID PART VII: CONTRACT ACKNOWLEDGEMENT

DATE: Date signed

FROM: Vendor Name
Address

TO: Columbia University in the City of New York

RE: PROPOSAL/BID DESCRIPTION

FOR: [insert bid/project name her]

Quotation #

Please be advised that we have carefully read the Appendix “A”, Columbia’s Standard Services Agreement, 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: _____

APPENDICES

Appendix A: Standard Contract

Columbia University
Standard Agreement
[Columbia’s Service Provider Agreement]

Appendix B: [insert name of the appendix]

Appendix C: [insert name of the appendix]

Appendix D: [insert name of the appendix]

Appendix E: [insert name of the appendix]

This offer is subject to immediate acceptance and unless so accepted, COLUMBIA reserves the right to cancel.

Any applicable laws, rules, regulations or statutes referenced on the face of this order, in the terms and conditions below, or in any attachments hereto are hereby incorporated by reference with the same effect as if they were fully set forth herein.

Notify COLUMBIA contact as indicated on the face of this Purchase Order immediately in the event of any discrepancy or delay. No substitutions, alterations or additions are authorized to this order without consent of the authorized contact listed on the purchase order.

Order number and project number must appear on every invoice.

1. DELIVERABLES. The term "Deliverables" shall mean the materials, goods, articles, and services that are the subject of this purchase order ("Order"). All quoted prices are for F.O.B. delivery point, unloaded and assembled, and shall be deemed to include the entire compensation to be paid to the SUPPLIER or other provider identified in this Order ("SUPPLIER") including, but not limited to, delivery charges, demurrage, insurance, packing, boxing, and container charges.

2. DELIVERY; OWNERSHIP. Time is of the essence in SUPPLIER's performance of this Order. If SUPPLIER fails to comply, Columbia reserves all rights available under law, and specifically, the right to cancel the Order, in whole or in part, and to purchase the Deliverables from another source, and to charge SUPPLIER with any loss incurred as a result of such action. To the extent not automatically vested in Columbia, SUPPLIER hereby assigns to Columbia ownership of all Deliverables to be provided hereunder. In addition, unless otherwise specifically agreed in the Order, Deliverables to be developed for Columbia (and any associated invention, improvement, discovery, or innovation made, conceived or actually reduced to practice by SUPPLIER) will be owned exclusively by Columbia, including all copyright, patent, and other proprietary and intellectual property rights therein, and such rights are hereby conveyed to Columbia. Upon Columbia's request, SUPPLIER will execute any additional documents necessary for Columbia to perfect its ownership rights.

3. ACCEPTANCE; CANCELLATION; CHANGES; FORCE MAJEURE. All Deliverables shall be subject to the right of inspection and acceptance or rejection by Columbia. For its convenience or due to force majeure, Columbia may cancel this Order in whole or in part or change the specifications at any time. Upon cancellation, SUPPLIER shall stop all work.

4. WARRANTIES; NON-WAIVER; SET-OFF. SUPPLIER expressly warrants that all Deliverables (i) meet in all respects the highest applicable standards of the industry and, in addition, any requirements and specifications set forth or referenced in the Order; (ii) are fit for the purpose for which similar materials and services are ordinarily employed; (iii) are free from defects in materials and workmanship, (iv) are merchantable; (v) do not infringe or misappropriate the rights of any third party or violate any law; and (vi) were not manufactured, priced or sold in violation of any law, including, without limitation, those relating to health and safety. SUPPLIER warrants that it has all power and authority to convey ownership rights and licenses to Columbia in accordance with this Order. SUPPLIER further warrants that any services under this Order will be performed in a diligent and highly professional manner, in accordance with applicable law, and through experienced individuals qualified to perform the Services. All warranties shall survive delivery, acceptance of, and payment for the Deliverables. Columbia may set-off amounts owing from SUPPLIER to Columbia against any amount owing from Columbia to SUPPLIER.

5. APPLICABLE LAW AND PERMISSIONS. This Order and transaction shall be governed by the laws of the State of New York applicable to contracts made and to be performed within New York. SUPPLIER's performance under this Order shall comply with all applicable laws, rules and regulations. Without limitation, SUPPLIER will not (A) offer, promise, or provide (or authorize the offer, promise, or provision of), directly or indirectly, anything of value to any government official, political party official, political candidate, or employee thereof, or to any other

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third party, for the purpose of influencing any act or decision or obtaining any improper benefit or advantage or (B) take any other action that would violate the U.S. Foreign Corrupt Practices Act or other applicable anti-corruption laws. SUPPLIER will obtain all required governmental and third-party licenses, approvals, and permits appropriate for the provision of Deliverables.

6. INDEMNIFICATION. In addition to any liability or obligation of SUPPLIER to Columbia at law, SUPPLIER shall be liable to and defend, hold harmless and indemnify Columbia, its trustees, officers, employees, and agents (collectively, "Indemnitees"), from and against any actions, suits, claims, judgments, liabilities, losses, costs and expenses (including actual attorney's fees) arising out of or relating to, directly or indirectly, SUPPLIER's performance of this Order or its provision of the Deliverables, including, without limitation, any breach by SUPPLIER of this Order or allegation that the Deliverables, or Columbia's use of the Deliverables, infringe or misappropriate the copyright, patent, or other proprietary or intellectual property right of any third party, or that the work performed by SUPPLIER violates any applicable law or its agreements with any third party.

7. INSURANCE. (a) SUPPLIER must 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. SUPPLIER shall maintain products and completed operations insurance for 3 years after termination of the Order.

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

(i) Workers' Compensation and Employers Liability insurance, covering each employee of SUPPLIER 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 million; Policy Limit - \$1 million; Each Employee by Disease - \$1 million.

(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 with limits not less than \$1,000,000 per occurrence and annual aggregate covering the errors and omissions of SUPPLIER.

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 or the other Indemnitees, alleging any omission or act relating to this Order, and seeking damages on account thereof, even if such suit is groundless, false or fraudulent. These insurances shall be primary. The policies shall be written to cover claims incurred, discovered, manifested or made during or after the expiration of this agreement. Other SUPPLIER insurance shall not reduce or limit SUPPLIER's obligation to indemnify and defend Columbia or SUPPLIER's liabilities for claims made or suits arising or resulting from or 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, the SUPPLIER will deliver certificates of insurance to the University providing evidence of the coverage required above. Each certificate of insurance, with the exception of 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 SUPPLIER 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. Certificates of insurance and written notice of cancellation by SUPPLIER are to be sent to the Columbia University Purchasing Office, 615 West 131st Street, 3rd Floor, New York, NY 10027.

8. TAXES. No federal excise taxes, or state or local taxes shall be included in any invoice. The Deliverables covered by this Order are exempt from such taxes. Upon request, Columbia will issue an exemption certificate to SUPPLIER.

9. EXPORT CONTROLS. SUPPLIER confirms that all items (hardware, software or technology) to be provided to Columbia under this order or agreement are not export-controlled under the U.S. International Traffic in Arms

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Regulations (“ITAR”) or listed in an Export Control Classification Number (“ECCN”) entry on the U.S. Commerce Control List of the Export Administration Regulations (“EAR”). To the extent that the foregoing statement is not correct, SUPPLIER will provide in writing to Columbia the export classification information of such item(s) before this order or agreement is deemed finalized and the item is provided. In such event, SUPPLIER’s information will include the proper ECCN if the item is controlled under the EAR or the proper United States Munitions List Category if the item is controlled under the ITAR. SUPPLIER will notify Columbia in writing of any future changes to the export classification information of the item(s).

10. USE OF DATA, DESIGNS, ETC. SUPPLIER agrees that it will keep confidential the features of, but not limited to any equipment, tools, gauges, patterns, designs, drawings, engineering data, computer software, chemical compositions, biological specimens or other technical or proprietary information furnished by COLUMBIA and use such items only in the production of items under this order or other orders from COLUMBIA and not otherwise unless COLUMBIA’S written consent is first obtained. Upon completion or termination of this order, SUPPLIER shall return all such items to COLUMBIA or make such other disposition thereof as may be directed or approved by COLUMBIA.

11. PAYMENT. Columbia will make reasonable efforts to pay invoices within the net terms indicated on the face of this Purchase Order after proper delivery and acceptance of Deliverables and receipt of invoice. Columbia has the right to withhold charges that are under dispute until resolved. If this Order is funded by Federal Funds (designated on the face of the Order), this Order is contingent on Columbia’s receiving the Federal amounts.

12. CHANGES TO TERMS. Any changes or exceptions to the Purchase Order terms and conditions must be agreed to by Columbia in writing. Any variance from or addition to these Purchase Order terms and conditions in any present or future invoice or other document delivered by SUPPLIER will be void and of no effect unless agreed to in writing by an authorized representative of Columbia.

13. USE OF NAME/ADVERTISING.

- a) SUPPLIER 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 for any purpose whatsoever without Columbia’s prior written consent.
- b) The SUPPLIER agrees that it will release no information relating to this order without the prior written approval of the COLUMBIA.
- c) For the purpose of this clause, “information” includes but is not limited to, news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association meetings, symposia, etc.
- d) Nothing in the foregoing shall affect compliance with the Security Requirements Clause, FAR 52.204-02.
- e) The SUPPLIER may not advertise the fact that his/her firm has contracted Columbia for goods and/or services without prior written consent.

14. PRODUCT RECALL NOTIFICATION. If there is a product recall affecting any Deliverables, SUPPLIER shall promptly send a written notification of recall including instructions for disposal and replacement to the Executive Director of Purchasing, Columbia University, 615 West 131st Street, 3rd Floor, New York, NY 10027. SUPPLIER must also send a copy of recall notification to the end user as indicated on the ship-to information on the face of this Order.

15. NON-DISCRIMINATION. Columbia is an Equal Opportunity Employer. SUPPLIER hereby represents that it is an Equal Opportunity Employer. The provisions of 41 C.F.R. § 60-1.4(a), 41 C.F.R. § 60-250.5(a), 41 C.F.R. § 60-741.5(a), and 29 C.F.R. Part 470 are, if applicable, hereby incorporated by reference.

16. CONFLICT OF INTEREST. SUPPLIER warrants that there exists no actual, potential or appearance of conflict between SUPPLIER’s family, businesses, or financial interest and SUPPLIER’s provision of the Deliverables. SUPPLIER represents that it has not offered (and will not offer) 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 Purchase Order. SUPPLIER will notify Columbia in writing of any change in

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conditions that might give the appearance of a conflict of interest. SUPPLIER will support and safeguard Columbia's legitimate interests in any dealings with third parties.

17. PURCHASE ORDERS PLACED UNDER UNITED STATES GOVERNMENT GRANTS

If the Purchase Order indicates it is placed under a United States government grant, in addition to Items 1 to 16 listed above, this order is subject to the provisions contained in 2 CFR PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards items (C) through (J) as applicable and the applicable provisions are incorporated by reference with the same effect as if they were fully set forth herein. These standards are in compliance with provisions of applicable federal statutes and executive orders that are required for procurement contracts funded by federal awards. Copies of 2 CFR PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards items (C) through (J) will be made available to the SUPPLIER upon written request or you may visit the following website: <https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/xml/CFR-2014-title2-vol1-part200-appII.xml>.

18. ADDITIONAL CLAUSES AND CERTIFICATIONS.

If the Purchase Order indicates it is placed under a United States government contract, in addition to Items 1 to 17 listed above, this order is subject to the following Federal Acquisition Regulations and/or appropriate equivalent agency supplemental regulations or attachments hereto hereby incorporated by reference with the same effect as if they were fully set forth;

Where necessary to the context of the referenced FAR clauses, the term “contractor” shall mean “SUPPLIER,” the term “contract” shall mean this “Purchase Order,” and the term “contracting officer” and equivalent phrases shall mean “COLUMBIA.” The applicable dollar amount listed below indicates the dollar threshold at which the subject FAR clause becomes applicable to the contract and does not preclude other applicable FAR clauses.

Copies of the FAR clauses applicable to the contract will be made available to the SUPPLIER upon written request or you may visit the either of the following websites: acquisition.gov/?q=browsefar or farsite.hill.af.mil/.

The following FAR clauses are applicable to all purchase orders placed under Federal Contracts:

52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008). Prescribed in 25.1103(a)

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007). Prescribed in 27.201-2(b)

52.227-1 Authorization and Consent (DEC 2007). Prescribed in 27.201-2(a)(1)

52.230-5 Cost Accounting Standards—Educational Institution (AUG 2016). Prescribed in 30.201-4(e)

52.230-6 Administration of Cost Accounting Standards (JUN 2010). Prescribed in 30.201-4(d)

52.204-2 Security Requirements (AUG 1996). Prescribed in 4.404(a) – For contracts involving access to information classified as “Confidential,” “Secret,” or “Top Secret.”

52.227-14 Rights in Data—General (MAY 2014). Prescribed in 27.409(b)(1)

52.222-26 Equal Opportunity (SEP 2016). Prescribed in 22.810(e)

52.222-21 Prohibition of Segregated Facilities (APR 2015). Prescribed in 22.810(a)(1)

52.222-50 Combating Trafficking in Persons (MAR 2015). Prescribed in 22.1705(a)(1)

52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006). Prescribed in 47.507(a)

52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013). Prescribed in 32.009-2

52.204-21 Basic Safeguarding of Covered Contractor Information Systems (JUN 2016). Prescribed in 4.1903

52.215-22 Limitations on Pass-Through Charges—Identification of Subcontract Effort (OCT 2009). Prescribed in 15.408(n)(1)

52.215-23 Limitations on Pass-Through Charges (OCT 2009). Prescribed in 15.408(n)(2)

52.225-26 Contractors Performing Private Security Functions Outside the United States (OCT 2016). Prescribed in 25.302-6

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52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997). Prescribed in 23.303 – For contracts involving hazardous materials

FAR clauses applicable to all purchase orders over \$2,500 placed under Federal Contracts

52.222-41 Service Contract Labor Standards (MAY 2014). Prescribed in 22.1006(a)

52.222-55 Minimum Wages Under Executive Order 13658 (DEC 2015). Prescribed in 22.1906

52.222-62 - Paid Sick Leave Under Executive Order 13706 (JAN 2017). Prescribed in 22.2110

FAR clauses applicable to all purchase orders over the Micropurchase Threshold as defined in FAR 2.101 placed under Federal Contracts

52.222-3 Convict Labor (JUN 2003). Prescribed in 22.202

FAR clauses applicable to all purchase orders over \$15,000 placed under Federal Contracts

52.222-20 Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (MAY 2014). Prescribed in 22.61

FAR clauses applicable to all purchase orders over \$35,000 placed under Federal Contracts

52.209-6 Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015). Prescribed in 9.409

FAR clauses applicable to all purchase orders over \$150,000 placed under Federal Contracts

52.222-35 Equal Opportunity for Veterans (OCT 2015). Prescribed in 22.1310(a)(1)

52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014). Prescribed in 22.1408(a)

52.222-37 Employment Reports on Veterans (FEB 2016). Prescribed in 22.1310(b)

FAR clauses applicable to all purchase orders over Simplified Acquisition Threshold (SAT) as defined in FAR 2.101 placed under Federal Contracts

52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006). Prescribed in 3.503-2

52.219-8 Utilization of Small Business Concerns (NOV 2016). Prescribed in 19.708(a)

52.203-3 Gratuities (APR 1984). Prescribed in 3.202

52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010). Prescribed in 22.1605

FAR clauses applicable to all purchase orders over \$500,000 placed under Federal Contracts

52.222-59 - Compliance with Labor Laws (Executive Order 13673) (DEC 2016). Prescribed in 22.2007(c)

52.222-60 - Paycheck Transparency (Executive Order 13673) (OCT 2016). Prescribed in 22.2007(d)

FAR clauses applicable to all purchase orders over \$700,000 (\$1,500,000 for construction contracts) placed under Federal Contracts

52.219-9 Small Business Subcontracting Plan (JAN 2017). Prescribed in 19.708(b)

52.219-16 Liquidated Damages—Subcontracting Plan (JAN 1999). Prescribed in 19.708(b)(2)

FAR clauses applicable to all purchase orders over \$750,000 placed under Federal Contracts

52.214-26 Audit and Records—Sealed Bidding (OCT 2010). Prescribed in 14.201-7(a)(1) – For solicitations and contracts established by sealed bidding

52.215-13 Subcontractor Certified Cost or Pricing Data—Modifications (OCT 2010). Prescribed in 15.408(e)

52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications (OCT 2010). Prescribed in 15.408(m)

52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (OCT 2010). Prescribed in 15.408(l)

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52.215-11 Price Reduction for Defective Certified Cost or Pricing Data-Modifications (AUG 2011). Prescribed in 15.408(c)

FAR clauses applicable for all Federal Contracts over \$5,500,000 and performance period is 120 days or more

52.203-13 Contractor Code of Business Ethics and Conduct (OCT 2015). Prescribed in 3.1004(a)

In addition to the above applicable FAR clauses, the following FAR clauses are applicable to all purchase orders for Non-Commercial Items and/or Services placed under Federal Contracts

52.227-11 Patent Rights—Ownership by the Contractor (MAY 2014). Prescribed in 27.303(b)(1)

FAR clauses applicable to all purchase orders for Non-Commercial Items and/or Services over \$150,000 placed under Federal Contracts

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (OCT 2010). Prescribed in 3.808(b)

52.222-4 Contract Work Hours and Safety Standards —Overtime Compensation (MAY 2014). Prescribed in 22.305

FAR clauses applicable to all purchase orders for Non-Commercial Items and/or Services over the Simplified Acquisition Threshold (SAT) as defined in FAR 2.101 placed under Federal Contracts

52.203-7 Anti-Kickback Procedures (MAY 2014). Prescribed in 3.502-3

52.215-2 Audit and Records—Negotiation (OCT 2010). Prescribed in 15.209(b)(1)

52.203-5 Covenant Against Contingent Fees (MAY 2014). Prescribed in 3.404

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014). Prescribed in 3.104-9(b)

52.223-6 Drug-Free Workplace (MAY 2001). Prescribed in 23.505

52.247-63 Preference for U.S.-Flag Air Carriers (JUN 2003). Prescribed in 47.405

52.203-2 Certificate of Independent Price Determination (APR 1985). Prescribed in 3.103-1 – For fixed-price contracts

52.203-16 Preventing Personal Conflicts of Interest (DEC 2011). Prescribed in 3.1106

52.236-13 Accident Prevention (NOV 1991). Prescribed in 36.513 – For fixed-price construction contracts

FAR clauses applicable to all purchase orders for Non-Commercial Items and/or Services over \$750,000 placed under Federal Contracts

52.215-12 Subcontractor Certified Cost or Pricing Data (OCT 2010). Prescribed in 15.408(d)

52.215-10 Price Reduction for Defective Certified Cost or Pricing Data (AUG 2011). Prescribed in 15.408(b)