The Rockefeller University Purchasing Office Terms and Conditions

The following terms and conditions apply to all Purchase Orders issued by The Rockefeller University, as if they were fully set forth therein.

1. Purchase Orders
   (a) Each Purchase Order (“PO”) issued by The Rockefeller University (the “University”) must contain a valid Purchase Order Number (“PO#”).
   (b) Each PO may be used only once, unless otherwise specified on the PO.
   (c) Each PO must contain the name of the authorized Purchasing Agent/Buyer and must bear the Approved Signature of the Director of Materials Management and Chief Procurement Officer.
   (d) PO’s typically are transmitted to the vendor by fax or email. In some cases, PO’s may be transmitted by phone or mail.
   (e) The Rockefeller University reserves the right to cancel PO’s within a reasonable amount of time.
   (f) Vendors must communicate the following information as soon as possible both verbally to the responsible Purchasing Agent/Buyer/Administrative/Support Personnel and in writing to the Purchasing Department (Email: purchasing@rockefeller.edu):
       - any PO line item commodity or item or service changes, deletions and/or cancellations made by the vendor against a specific PO#;
       - any changes, alterations, deletions, or cancellations with respect to the delivery schedule of a Standard PO, Standing PO (Set Delivery or Delivery Upon Request) or Blanket PO; and
       - all backorders or issues with any aspect of a PO, including but not limited to requirement of invoices, pre-payments or partial payments, permits, supporting documentation, etc.
   (g) The vendor will provide guarantees and warranties appropriate for the goods or services being procured, and will provide the appropriate and applicable levels of service to rectify any issue with goods or services procured under a valid PO#.
   (h) If a vendor or the University requires a written contract in addition to the PO, the contract is subject to review and approval by the University. These Purchasing Office Terms and Conditions shall be deemed a part of any written contract between the University and a vendor, even if not explicitly set forth therein. Contracts must be signed by a duly authorized employee or officer of The Rockefeller University and a duly authorized employee or officer of the vendor. Alterations and/or amendments of the contract(s) by the vendor are not valid unless approved in writing by the duly authorized representative of the University.

2. Pricing
   (a) The University is a New York not-for-profit education institution, with a charter issued by the Board of Regents of the State of New York, and the University receives grants from the federal and state governments. As such, the University is entitled to all government and educational-based pricing, discounts, promotions and special offers for all goods and services.
(b) The vendor shall provide any changes in pricing schedules, services, or company profile to the University Purchasing Department in a timely manner. Any price or service changes are subject to negotiation and approval by the University Purchasing Department.

3. Vendor Requirements

(a) Doing business with The Rockefeller University is a privilege not a right. The Rockefeller University reserves the right to terminate business with a vendor due to failure to perform to the University’s expectations.

(b) Vendors are to have an appointment at all times while on The Rockefeller University Campus. Unannounced visits or impromptu requests for meetings may result in termination of the business relationship between the vendor and the University. The vendor may meet only with the University personnel that they are scheduled to meet with to conduct University business. Under no circumstances may a vendor enter any other laboratory, service or administrative department or any other facility without authorization from appropriate University personnel. The vendor is also prohibited from distributing any literature (stickers, magnets, etc.) on any equipment, wall or cork board without the approval of the University personnel. Flyers and promotional materials offered to the University are subject to approval by the Director of Materials Management.

(c) Requests for Vendor Identification Cards (IDs) are at the discretion of the Director of Materials Management and Chief Procurement Officer and the Director of University Security. Each individual representative of a vendor must have his/her own ID. The vendor is responsible for paying to the order of the Rockefeller University $25.00 for the processing of each ID. If granted an ID, the vendor’s representative must prominently display that ID at all times on the University premises. IDs are nontransferable and are subject to revocation by University Security. If an individual representative no longer works for a particular vendor, the individual representative must surrender his/her ID to University Security, and the vendor will receive its $25.00 ID fee.

(d) The vendor must engage in professional, civil and courteous behavior in all verbal (including phone discussion), written and personal presentations to members of the University. Infractions may result in the barring of the vendor and/or the applicable personnel from the University, and/or in termination of business with the University. The vendor is also responsible for the conduct of all subcontractors, associates and third party business personnel. Personal gratuities (including cash and checks), meals, material gifts, apparel, electronics, entertainment, trips, etc. from a vendor to any employee or family member of an employee of The Rockefeller University are strictly prohibited.

(e) Vendors that are selected to do business with The Rockefeller University must be sound financially, have an acceptable credit report, and be in good standing in the business community. Vendors must not have been debarred. Vendors selected to do business with The Rockefeller University must accept and comply with the Rockefeller University Equal Employment Opportunity and Affirmative Action Compliance Certificate (http://www.rockefeller.edu/purchaseandsupply/EEOHR.pdf).

(f) Vendors, their associates, subsidiaries, third party distributors, and subcontractors or outsourced services used to conduct a business transaction with the Rockefeller University on behalf of a vendor, that are selected to do business with The
Rockefeller University shall submit Certificates of Insurance, including proof of Worker’s Compensation, and shall indemnify and hold harmless the University as described in documents provided by the University. The vendor will list The Rockefeller University as an additional insured and a holder of the Certificate of Insurance. These Certificates of Insurance and Indemnifications are subject to annual submission and are subject to review and approval by The Rockefeller University. The submission of Certificates of Insurance and the Hold Harmless and Indemnification Agreement does not constitute an agreement to do business with The Rockefeller University.

(g) In addition to indemnifying and holding harmless the University from third party claims, each vendor/supplier shall promptly compensate the University for any liability, damages, or injuries to University real or personal property or University personnel, colleagues, collaborators, associates or guests arising out of or related to any items, goods and/or services provided by the vendor/supplier.

(h) Events at the University. Vendors wishing to use the University grounds for a University event, seminar or Vendor Show must obtain advance written approval from the Director of Materials Management and Chief Procurement Officer, who must approve all flyers and means of notification of vendor events.

(i) Once permission has been obtained for an event, the vendor must coordinate booking and the appropriate documentation of insurance and indemnification with the University Office of Communication and Public Affairs. During the events, the vendor may offload their items for the event in the Central Receiving Area, but may not leave their vehicles unattended and must vacate the Receiving area expeditiously or upon the instructions of the University Security Department. The participating vendors will assume all contractual and financial agreements to pay the University for food, space rental, Information Technology support, electrical, plumbing, carpentry and HVAC services as required by the University for their participation in the event. Vendors must comply with all rules and directions from the University Office of Communication and Public Affairs.

(j) Vendors wishing to use the University Mailroom for mass mailing of correspondence in advance of any event or promotion, must obtain advance written approval from the Director of Materials Management and Chief Procurement Officer.

4. Packing and Shipping

(a) The vendor/supplier or any third party distributor or subsidiary, as applicable, shall include a detailed packing list with all materials, goods and commodities ordered off a Rockefeller University PO in all packages shipped to The Rockefeller University.

(b) All boxes, envelopes, or other containers shipped to the University must be clearly labeled with the applicable Rockefeller University PO#.

(c) No University order may be shipped to a private residence or to any individual. All PO-related shipments are to be sent to the following address: THE ROCKEFELLER UNIVERSITY, CENTRAL RECEIVING, 1188 YORK AVENUE (64TH STREET & YORK AVENUE), NEW YORK, NY 10065, except as specified in this paragraph. Orders for The Rockefeller University Press are to be sent to [___________.] Orders for the Field Research Center are to be sent to [___________.] One-time address variances such as shipments to other institutions or universities are allowable at the discretion of and with the advance permission of the Director of
Materials Management & Chief Procurement Officer (only University laboratory grant collaborators or active University personnel working at other institutions on behalf of the University are eligible for this variance).

(d) The vendor assumes all responsibility for all items during shipment to the University including any and all issues with the shipper or courier selected by the vendor.

(e) The University will report all damages to packaging, leaks, thawing or decaying or general state of disarray or damages of item(s) as soon as possible to the vendor for expeditious resolution, such as immediate replacement at shipping cost of vendor, or complete and full credit and assumption of all related transportation and disposal charges.

(f) The vendor will make every attempt to utilize eco-friendly packing materials while ensuring the safe transportation of the items.

(g) The University will not engage in any Cash on Delivery (COD) transaction.

5. Invoices, Returns, and RFPs/RFQs

(a) Vendors shall invoice for goods and/or services within the terms of Net 30 days from time of invoice for the corresponding PO#. All invoices must be sent to The Rockefeller University Accounts Payable Office, 1230 York Avenue, New York, NY 10065.

(b) The vendor shall allow the University up to thirty (30) business days to return any item or commodity due to poor performance or non-performance within specified parameters for a full (100%) credit and will further provide and pay for all transportation and insurance (including all tariffs and duties) of item(s) from the University back to the vendor at the vendor’s own cost. This also applies to any items sent in error by the vendor.

(c) Requests for Proposal (“RFP’s”) for any good and/or service or project over $10,000.00 may be offered to a vendor at the discretion of the University. Requests for Quotation (“RFQ’s”), price inquiries for any good and/or service, may also be offered to a vendor at the discretion of the University. RFP’s or RFQ’s are not guarantees for the vendor to secure business with the University. All RFP’s and RFQ’s must be kept confidential by vendors.

Revised 3/18/2010